

# Board of County Commissioners

## Jefferson County, Florida

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Stephen G. Fulford District 1, Chair	John Nelson, Sr. District 2	Hines F. Boyd District 3	Betsy Barfield District 4	Danny Monroe, III District 5
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### Regular Session Agenda

January 4, 2011 at the Courthouse Annex  
435 W. Walnut St. Monticello, FL 32344

1. **9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
3. **Consent Agenda**
  - a) **Approval of Agenda**
  - b) **Minutes of December 16, 2010 Code Enforcement Workshop**
  - c) **Minutes of December 16, 2010 Regular Session**
4. **Citizens Request & Input on Non-Agenda Items**  
(3 Minute Limit, No Commissioner Discussion.)
5. **General Business**
  - a) **Environmental Review for CDBG Disaster & Housing Grant – Roy Schleicher**
  - b) **RFP for Program Adm. Services -CDBG & Related Programs – Roy Schleicher**
  - c) **ARPC 2011 Appointments – Roy Schleicher**
  - d) **Contracted Debt Collection Services-NCS Plus, Inc. – Mark Matthews**
  - e) **Lease & Option Agreement w/ School Board for “A” Building – Kirk Reams**
  - f) **Resolution No. 11-010411-01 – SCRAP Whitehouse Road Project – Kirk Reams**
  - g) **Acceptance of infrastructure improvements at Heritage Hills Subdivision & Approval of Maintenance Agreement w/ Heritage Hills Development Corporation – Roy Schleicher/Scott Shirley**
  - h) **Discussion/Interpretation of F.S. 137.01-137.10 – Commissioner Barfield**
6. **County Coordinator’s Report**
  - a) **2011 Jefferson County Calendar of meetings, agendas, and workshops**
7. **Citizen’s Forum**  
(3 Minute Limit, Discussion Allowed.)
8. **Commissioner Discussion Items**
9. **Adjourn**

From the manual "Government in the Sunshine", page 40:

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
CODE ENFORCEMENT WORKSHOP  
December 16, 2010

The Board met this date for a Code Enforcement Workshop. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

1. Attorney Scott Shirley addressed the differences between the old code enforcement language and the proposed changes. He explained that currently the Planning Commissioner and Planning Official are serving a code enforcement function. The proposed language addresses the Code Enforcement Board and its composition controlled by statute. He stated that existing procedures called for a fine that was allowed to be recorded as a lien, which is specifically authorized in Florida Statutes. The foreclosure of the lien would be under the control of the County Commissioners. He further explained the importance of getting proper procedures in place before initiating the process. He also explained a hardship provision had been added to the proposed language.
2. Chairman Fulford opened the workshop for public comment.
3. Citizen David Hall explained there was currently no way for citizens to point out to the Planning Official or anyone else that there were violations to enforce. He gave examples of non-enforcement related to noise issues and business licenses. He stated that there needed to be a neutral way to enforce and that there were grants the county was missing out on due to not having code enforcement.
4. Citizen Bud Wheeler stated that attendance measures were not being enforced on the Planning Commission and asked if they would be enforced on the Code Enforcement Board.
5. Citizen Paul Henry stated it looked like the county was adding another layer of government and that he did not want the county to turn into south Florida.
6. Citizen Karen Buzbee Walker explained that her trailer park in Lloyd was well-maintained and was all those people could afford. She asked if the county was going to provide a place for people to live if they were forced from their homes. She claimed her property has been targeted unfairly and that this was not the proper time for code enforcement to be passed.
7. Citizen C.P. Miller said the Board should be addressing creating jobs instead of code enforcement and that the Board should not pass code enforcement at this time.
8. Citizen Winston Connell asked the Board to please vote no on this issue and get it over with. He also stated that anyone who would want to serve on the Code Enforcement Board must have something wrong with them.
9. Commissioner Boyd asked who was acting as the county's code enforcement presently. Attorney Shirley responded that Planning Official Bill Tellefsen sends out courtesy letters and has achieved good compliance via this method.
10. Commissioner Barfield asked why the county had to have a Code Enforcement Board. Attorney Shirley responded because a violator must have due process involving a notice and opportunity to be heard.
11. Commissioner Nelson voiced his opinion that he was not sure the County was ready to take on this and that it was too broad of an area.
12. Commissioner Monroe stated that he did not think this was the time and that the county could not afford this. He felt this was creating more government and that

courtesy letters via the Planning and Building Officials Office have worked well. He stated this was the wrong time, economically, to be creating this.

13. Commissioner Boyd stated he felt what we currently had in place was weak in regards to due process. He stated that he did not want to add another layer of government and that there were employees in the Planning Office that could act as Code Enforcement Officials. He stated his belief that this could be done without increasing cost if you have the right people in the right place.
14. Attorney Shirley stated he would come back to the Board at a later date with amendments that are pared down.
15. Chairman Fulford adjourned the workshop.

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR SESSION  
December 16, 2010

The Board met this date in Regular Session. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

1. Commissioner Nelson presented a plaque to the JCMHS football program, congratulating them on their season.
2. On motion by Commissioner Boyd, seconded by Commissioner Monroe and unanimously carried, general business items a) and b) were switched to allow David Still with Suwannee River Water Management District (SRWMD) to give his presentation first.
3. On motion by Commissioner Barfield, seconded by Commissioner Nelson and unanimously carried, the agenda was approved.
4. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the consent agenda, consisting of the minutes from the December 2, 2010 regular session was approved.
5. David Still with SRWMD gave a presentation on the district's water issues. He explained that this area was the last place in the state to "get it right." He gave several examples of places in Florida where resources were not protected. He explained that in 20 years there would not be enough water for this district due to the effects of the water shed in northeastern Florida. He stated that educating public officials would be one way to help south Florida officials realize that there are water issues in this part of the state.
6. Chairman Fulford asked Mr. Still to go through the permitting process. Mr. Still stated that the SRWMD Board had exclusive authority for issuing consumptive use permits. He further explained that there was a three-prong test consisting of: 1) does this impact existing legal users; 2) is the use reasonable and beneficial; 3) is it in the public interest.
7. Citizen Bud Wheeler asked Mr. Still to explain the south Florida threat and also the permitting process for duck ponds. Mr. Still responded that the threat of piping water to south Florida was small and not cost effective. He further explained that duck pond permits would have to go through the same three-prong test mentioned above.
8. Citizen David Hall inquired as to whether Mr. Still spoke with other water districts about permitting issues. Mr. Still responded in the negative, stating that each district had its own set of rules/policies.
9. Citizen Jodi Conrad asked how people could go about stopping an issue that could potentially be approved by the Board. Mr. Still stated that citizens needed to attend the SRWMD Board meetings to voice their concerns.
10. Citizen Teresa Tinker asked about a situation where maybe something could be considered good for the whole district but not Jefferson County. She also asked what exactly Nestle would be applying for and if the water management district approved, what actions rested with the BOCC. Mr. Still stated that Nestle currently has 4 test wells drilled, but until a permit application was filed he had no basis to answer what they could potentially be applying for. Attorney Scott Shirley responded that any permit could be challenged in administrative court. Mr. Shirley also stated that he had reviewed the Comprehensive Plan and the Land Development Code and does not see this operation as an allowable use in

that area, meaning Nestle would potentially have to get a Comprehensive Plan amendment and site plan approval.

11. Citizen Kate Calvin asked if the results of the test wells were available to the public, regarding the quality and quantity of water. Mr. Still responded that the data was not required to be sent to his office. He also stated that he was more concerned about the quantity to be taken.
12. Citizen Lisa Hayes inquired as to how she would be able to attend SRWMD meetings. Mr. Still responded that meetings were the 2<sup>nd</sup> Tuesday of every month at 9:00 am in Live Oak. He stated that the meetings were open to the public and that in May and September, other areas of the district hosted the meetings.
13. Citizen Roland Brumbley asked if there would need to be a land use change. Attorney Shirley said a land use change to industrial would be needed. Mr. Brumbley then asked if allowing water to cross county lines was a normal process, to which Mr. Still responded that historically his Board had maintained a policy of not allowing water to cross county lines.
14. Citizen Lisa Hayes asked if there were time limits on permits, to which Mr. Still responded in the affirmative and stated there were also renewal periods. Citizen Andy Opal asked if permits would be allowed for withdrawals during drought periods, to which Mr. Still responded that the district had a water shortage plan.
15. Chairman Fulford inquired about enforcing permit requirements, to which Mr. Still stated that his office would try to enforce instead of passing it on as an unfunded mandate.
16. Representative Leonard Bembry gave a legislative update and encouraged the public and local leadership to be involved in the legislative session during these tough economic times. He stated he understood the importance of conserving water resources and that he needed to continue to hear from the public in order to represent them.
17. County Coordinator Roy Schleicher presented the Rural Infrastructure Grant Contract with Enterprise Florida, representing a \$275,000 grant to finish planning at the Industrial Park. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the grant contract was approved.
18. Commissioner Boyd presented Resolution 10-121610-01, amending Rules of Procedure for Jefferson County BOCC meetings. He explained that lead time for agendas and procedures to place items on agendas were modified. Commissioner Barfield asked about emergency items and Commissioners getting items on the agenda. Commissioner Boyd responded that the best way for a Commissioner to get an item on the agenda is to bring it up at the previous meeting, but if not, Commissioners could contact the Clerk of Court or the County Coordinator to get the item on the agenda. Commissioner Boyd also stated that if an item was an emergency, it could be placed on the agenda after the time limit if deemed an emergency by the Board.
19. Citizen David Hall asked if the public could still get items on the agenda via the Clerk or the County Coordinator, to which Chairman Fulford responded in the affirmative.
20. Dr. Ann Holt, program manager for Main Street, asked for the Board to approve resolution 10-121610-02, supporting Main Street's plans to refurbish and establish the Old Jail as a museum and destination point for tourists. She asked for the resolution because she is applying for many grants. Commissioner Nelson stated his concern over making sure we are creating jobs with any renovation projects. Commissioner Barfield stated she would like to see a fundraising outline

for this project. On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, the resolution was approved.

21. County Coordinator Roy Schleicher introduced the scope of work to be done to complete the Stormwater Management Permit at the Horse Arena. Engineer Alan Wise with Preble-Rish stated he had negotiated with C.W. Roberts and recommended finishing this project via a change order instead of going out to bid which would cost the county both time and money. On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, the change order in the amount of \$72,825 was approved from Fiscally Constrained funds. Citizen Chuck Sarkisian asked if there were any more undisclosed items, because this project seemed like a bottomless pit. County Coordinator Roy Schleicher responded that this would be sufficient to close out the permit, but not enough to finish the site for use.
22. Commissioner Barfield introduced the agenda item for consideration of moving regular session meetings from Thursday to Tuesday. She stated that the majority of county's met on Tuesday and that there were Commission certification conflicts. She also said that there was an opportunity to get information and notices to the media quicker and that the Planning Commission could work with the Board on the new schedule. Commissioner Monroe asked how many times a year meetings with the Florida Association of Counties would conflict, to which Commissioner Boyd responded three to four times per year. He also stated that if the Board was active outside of the county, it could create scheduling conflicts. Commissioner Nelson said that once meetings have been established and consistent, it can throw people out of focus. He also asked if meetings could just be moved on a case-by-case basis as needed. Chairman Fulford stated he had no conflicts either way, but also see the merit of just moving meetings on a case-by-case basis. Citizen Chuck Sarkisian stated that it is not about the Board, it is about the public and his opinion that the Board should not change the schedule just to accommodate themselves. Citizen David Hall brought up that the Planning Commissioner would have to move their meetings as well, to which Commissioner Boyd stated the Planning Commission could meet on Tuesday as well. Citizen Bud Wheeler stated that he did not think the Planning Commission would want to change its meetings and the Board needed a better reason to have the meetings moved from Thursday to Tuesday. Planning Chairman George Cole stated he did not have a problem with the move, but that he could not speak for his colleagues. Citizen Gordon Dean suggested moving both meetings to the night or going only to one meeting a month instead of two. Citizen C.P. Miller said the Board should consider the effects of any change it makes. On motion by Commissioner Barfield, seconded by Commissioner Boyd and failed 2 to 3 (Fulford, Nelson and Monroe opposed), the request to move meetings from Thursday to Tuesday was not approved. On motion by Commissioner Nelson, seconded by Commissioner Monroe and unanimously carried, the regular session scheduled for Thursday, January 6<sup>th</sup> was moved to Tuesday, January 4<sup>th</sup>.
23. Clerk of Court Kirk Reams presented the state's travel policies to the Board. Commissioner Boyd stated his intention to cover his own expenses out of his salary and said he would like to see travel expenses limited to registration fees. Clerk of Court Kirk Reams explained that previously the Board had loosely followed the state's policies and used them as a guideline. Chairman Fulford stated that he saw no need to limit the travel fund to certain items, but instead to stay within the amount budgeted. On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, the meeting was extended to 9:30.
24. County Coordinator Roy Schleicher presented his report to the Board, including Department Head reports, holiday gift card discussion and a radio purchase request from Fire Chief Mark Matthews.

25. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board approved \$25 gift cards redeemable at various local merchants for every county employee (including constitutional offices).
26. County Coordinator Roy Schleicher presented a radio purchase request from Chief Matthews, not to exceed \$11,000 to be paid from \$12.50 communications fund. On motion by Commissioner Nelson, seconded by Commissioner Monroe and unanimously carried, the Board approved this purchase request.
27. Citizen Chuck Sarkisian asked for Road Department and Solid Waste monthly reports.
28. Citizens Georgia Ackerman and April Reagan, with Friends of the Wacissa and Protect Our Wacissa River and Springs respectively, asked for scheduling individual time with Commissioners to discuss protection of the Wacissa River.
29. Citizen David Hall asked the Board to consider looking at business license enforcement because he feels the Board is missing out on revenue.
30. Commissioner Barfield brought up the issue of whether the county was complying with the Florida Statute relating to bonds for elected county officials. Clerk of Court Kirk Reams stated he interpreted the statutes as calling for the Commission having an ordinance addressing this issue. He stated he would research the issue and bring back findings to the Board at a future meeting.
31. The warrant register was reviewed and bills ordered paid.
32. On motion by Commissioner Monroe, seconded by Commissioner Nelson, and unanimously carried, the meeting was adjourned.

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE, ROOM 10; MONTICELLO, FLORIDA 32344

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<b>Stephen G. Fulford</b>	<b>John Nelson</b>	<b>Hines F. Boyd</b>	<b>Betsy Barfield</b>	<b>Danny Monroe, III</b>
District 1, Chair	District 2	District 3	District 4	District 5

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### Certification of Posting

#### Notice of Intent to Request the Release of Funds

The undersigned certifies that the required Notice of Intent to Request Release of Funds was posted on December 16, 2010, in the Jefferson County Grants Department located in Monticello, Florida for which activities are being proposed. The posting of the notice has exceeded the ten (10) day requirement pursuant to 24 CFR Part 58. The actual Notice of Intent to Request Release of Funds is attached to this certification.

Responsible Entity Certifying Official Name and Title:

Stephen Fulford, BOCC Chairman

(Print Name and Title)

Responsible Entity Certifying Official Signature:

\_\_\_\_\_  
(Signature)

Date: January 4, 2010

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<b>Kirk Reams</b>	<b>Roy M. Schleicher</b>	<b>T. Buckingham Bird</b>
Clerk of Courts	County Coordinator	County Attorney

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Certification of Exemption for HUD Funded Projects. Determination of activities per 24 CFR §58.34(a). May be subject to provisions of 24 CFR §58.6, as applicable.

Statutory Worksheet (24CFR 58.5 Statues, Executive Orders & Regulations)

### Attachments:

Tab A:	Historic Preservation
Tab B:	Floodplain Management
Tab C:	Wetland Protection
Tab D:	Coastal Zone Management
Tab E:	Sole Source Aquifers
Tab F:	Endangered Species
Tab G:	Wild and Scenic Rivers
Tab H:	Clean Air Act
Tab I:	Farmland Protection Policy Act
Tab J:	Environmental Justice
Tab K:	Noise Abatement and Control
Tab L:	Explosive and Flammable Operations
Tab M:	Hazardous, Toxic or Radioactive Materials
Tab N:	Airport Clear Zones/Runway Clear Zones

### 24 CFR 58.6 Requirements

Tab O:	Flood Disaster Protection Act
Tab P:	Coastal Barrier Islands
Tab Q:	Airport Runway Clear Zone or Clear Zone Disclosure

**Certification of Exemption for HUD Funded Projects**  
Determination of activities per 24 CFR §58.34(a)  
May be subject to provisions of 24 CFR §58.6, as applicable

Project Name: CDBG – Jefferson County FFY2009 Small Cities Housing Program and FFY2008 Disaster Recovery

Project Description: Administration and Management Activities

Address: Unincorporated Jefferson County, Florida

Funding Source: CDBG\_X\_HOME\_\_ESG\_\_HOPWA\_\_EDI\_\_Other\_\_

Funding Amount: \$ 700,000.00 Grant Number: #11DB-L4-02-43-01-H30

Funding Amount: \$ 197,111.00 Grant Number: #10DB-K4-02-43-01-K19

1. Environmental and other studies, resource identification and the development of plans and strategies;
2. Information and financial services;
3. Administrative and management activities;
4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
5. Inspections and testing of properties for hazards or defects;
6. Purchase of insurance;
7. Purchase of tools;
8. Engineering or design costs;
9. Technical assistance and training;
10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
12. Any of the categorical exclusions listed in 24 CFR §58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in 24 CFR §58.5.

If your project falls into any of the above categories, the project is exempt. However, the responsible entity must still document in writing its compliance with and/or applicability of "other requirements" per 24 CFR §58.6 (included with this document).

Certification of Exemption for HUD Funded Projects

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR §58.34(a). Please keep a copy of this determination in your project files.

Responsible Entity Certifying Official Name & Title Stephen Fulford, Chairman, Jefferson County, Florida  
(please print)

Responsible Entity Certifying Official Signature \_\_\_\_\_

Date \_\_\_\_\_

**STEPS FOR DEVELOPING AN  
Unspecified Site Strategy for Housing Related Activities**  
as identified in 24 CFR Part 58.35(a)  
Updated March 2010



**Project Identification:**

10DB-K4-02-43-01-K19 & 11DB-L4-02-43-01-H30  
Contract Number

**Preparer:**

Sonora Walker, Project Coordinator  
Typed Name and Title

**Responsible Entity:**

Jefferson County, Florida  
Name of Local Government

**Month/Year:**

December, 2010

**STEPS FOR DEVELOPING AN  
Unspecified Site Strategy for Housing Related Activities  
Subject to 24 CFR Part 58.35(a)**

Step 1. Describe the project in writing listing all related housing activities. List all funding sources and the approximate amount of funding. Include maps and other information to define the covered functional or geographic area. Depending on how your community allocates funds, the geographic area may be city-wide or by target areas. Use the consolidated plan (currently covers 2005-2010) to indicate the number of years that you plan to carry out the activities specified. (Refer to 24 CFR Part 58.32 on Project Aggregation and 24 CFR Part 58.38 (a) on the Environmental Review Record (ERR) requirements.)

Step 2. Determine the Level of Review required by reviewing the activities listed in the project description and make a written determination certifying that the project is Categorical Excluded using the form titled "Certification of Categorical Exclusion Subject to 58.5". Only activities listed at 24 CFR Part 58.35 (a)(3), (4), (5), or (6) should be included. The type of activities may include various "eligible housing activity classifications" under the listed HUD Programs.

**The project is Categorical Excluded pursuant to 24 CFR Part 58.35 (a) (3)(i) and (ii).**

Step 3. Conduct the "Broad Review" of environmental impacts on the overall project or service area. A project is a group of related activities (24 CFR Part 58.2(a)(1), which can be functionally (all single family actions) or geographically related (the unincorporated areas of a region). Address as many of the compliance factors and provide documentation on the Laws and Authorities on HUD's Statutory Worksheet (24 CFR Part 58.5 and 6). Place the Statutory Worksheet and all related documentation supporting your determinations in the ERR (24 CFR Part 58.38(a)(3). Be sure to include all map documentation and use the acceptable floodplain map if applicable. For items that need more specific site information, indicate "see the Written Strategy" in the documentation section of the Statutory Worksheet.

**Please refer to attached Statutory Worksheet.**

**For properties over 50 years old, documentation will be forwarded to SHPO for their review. Once compliance is documented, no further action is required.**

Step 4. Develop a "Written Strategy" for addressing the compliance factors that could not be addressed for the entire functional or geographic area. This document is written so that it explains how each compliance factor will be complied with as each site is identified. (Example strategies provided: The Written Strategy must be modified for local conditions.)

**For those compliance factors that cannot be addressed for the entire geographic area, the appropriate agency will be contacted for their review of the proposed activities.**

**In the event, the property is over 50 years old; the State Historic Preservation Office will be contacted for their review and comments.**

**The project is located within the 100-year Flood Plain and the proposed activities are required to conform to applicable floodplain protection standards.**

**Project activities are not located within the National Wetland Inventory Map.**

**Project activities are consistent with the Florida Coastal Management Program.**

**Project activities are not located in Florida Sole Source Aquifers.**

**Project activities will not exceed the existing footprint of the structure and have no impact on the Endangered Species Act.**

**Project Activities are not located in the Wild and Scenic River area or a river identified in the National Wild and Scenic River System.**

**No development is planned that would contribute to air pollution. Florida is an attainment area.**

**Project activities are not located with prime or unique farmland. The Farmland Protection Policy Act is not applicable.**

**Project Activities will not have an adverse environmental impact, activities are to benefit low-income, elderly households.**

**Disaster Projects are not subject to a noise analysis to determine Noise Abatement and Control. All other projects outside of Disaster projects will be evaluated once projects have been identified.**

**Project Activities are not located within the vicinity of hazardous industrial operations, the provision for compliance with Explosive and Flammable Operations is not applicable. In the event, the housing rehabilitation activities trigger Hazardous, Toxic or Radioactive Materials and Substance Compliance, the appropriate testing for lead-based paint or asbestos will be conducted. Project activities are not located in Airport Clear Zones and Accident Potential Zones.**

Step 5. Based on the information in the Written Strategy, develop a "Site Specific Review Checklist" which will be used to evaluate the individual sites and contains only the items that could not be documented in compliance during the "Broad Review". Make it very specific and user friendly so that staff without specific environmental knowledge can observe conditions at the site and provide information to the individual who will conduct the technical analysis, if required. Please note that when the rehab costs meet or exceed 50% of the market value of the structure, a Statutory Worksheet (with supporting documentation) must be completed for each unit.

**The Site Specific Review Checklist will mimic the existing Statutory Worksheet with the appropriate back-up documentation to explain the site specific conditions. A brief narrative will accompany each. In the event, the rehab costs meet or exceed the market value of the structure, the project is required to conform to applicable floodplain protection standards. Generally, in the instance of housing rehabilitation, this requirement prevents the project from moving forward.**

Step 6. Publish or post the Notice of Intent to Request Release of Funds (NOI/RROF). In the NOI/RROF, indicate that the project is for multiple years, the funding sources with approximate amount if funding, the geographic or functional area and the activities covered. Upon conclusion of the waiting period, sign, date and submit the Request for Release of Funds (RROF) (7015.15) to the Department. Do not commit funds until an Authority to Use Grant Funds (ROF) (7015.16) is issued from the Department. Submit the original documentation in Steps 1-6 to the Department of Community Affairs.

**Step 1  
Unspecified Site Strategy  
The Project Description**

Describe the service area and or geographic area, include maps, if necessary:

- **The project is for county-wide housing activities in Jefferson County, Florida.**

**Please refer to attached maps showing the covered geographic aggregation of program activities.**

List housing related activities:

- **First priority shall be for repair to homes for the elderly, people with disabilities and persons living in poverty. For Disaster related project, first priority shall be for repair to storm damaged homes for the elderly, people with disabilities and persons living in poverty.**
- **The second priority shall be for repairs to single-family homes. For Disaster related project, second priority shall be for repairs to storm damaged single-family homes.**
- **The third priority for Disaster related project shall be for repairs to affordable rental housing which experienced storm damage. Fourteen percent (14%) of the total funding will be utilized for this priority.**

List funding sources and projected dollar amount for the project period:

<b>2008 CDBG Disaster Recovery Funds:</b>	<b>\$197,111.00</b>	<b>100%</b>
<b>2009 CDBG Housing Funds:</b>	<b>\$700,000.00</b>	<b>100%</b>

List number of years this strategy covers.

**Program timeline covers 2010 – 2012.**

**Step 2**  
**Determine the "Level of Review"**  
**CERTIFICATION OF CATEGORICAL EXCLUSION (subject to 58.5)**  
**Per 24 CFR 58.35 (a)**

Contract Number: 10DB-K4-02-43-01-K19 & 11DB-L4-02-43-01-H30

Housing Related Activities Unspecified Site Strategy

I hereby certify that the following activities comprising the Community Development Block Grant FFY2008 Disaster Recovery and Housing Rehabilitation 2009 Jefferson County Housing Grant have been reviewed and determined Categorical Excluded Activity per 24 CFR 58.35 (a) as follows:

(1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20% (e.g. replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

(2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.

(3) Rehabilitation of buildings and improvements when the following conditions are met:

(i) In the case of a building for residential use (with one to four units) the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;

(ii) In the case of multifamily residential buildings:

(A) Unit density is not changed more than 20%;

(B) The project does not involve changes in land use from residential to non-residential; and

(C) The estimated cost of rehabilitation is less than 75% of the total estimated cost of replacement after rehabilitation.

(iii) In the case of non-residential structures, including commercial, industrial, and public buildings:

(A) The facilities and improvements are in place and will not be changed in size of capacity by more than 20%; and

(B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

(4) An individual action on a one-to-four family dwelling or an individual action on a project of five or more units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four units on any one site.

(5) Acquisition or disposition of an existing structure or acquisition of vacant land provided that the structure or land acquired or disposed of will be retained on any one site.

(6) Combination of the above activities.

**Responsible Entity Certifying Official Signature:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Stephen Fulford Title Chairman

**Step 3**  
**Unspecified Site Strategy Process**  
**Conduct the "Broad Review" Using the Statutory Worksheet**

Tiering, or Unspecified Site Strategy, as it is sometimes called, should be used for projects when sites have not been identified. The Tiered review allows the Responsible Entity (RE) to review broad environmental impacts at the early stage of the project and the site-specific impacts when the sites are identified. It also allows the RE to obtain a release of funds for a particular project and timeframe prior to identification of the individual sites. (24 CFR Part 58.15)

To begin the environmental review for a project where the sites are not yet known, the "level of review" must be determined by completing the Statutory Worksheet. Each compliance factor should be evaluated. The compliance factors that can be documented not to occur in the service area or project area should be eliminated when developing the site-specific strategy and checklist. For example, since Coastal Zones do not occur in Macon, Georgia; the Coastal Zone element for Macon, GA can be determined to have "no effect", and the documentation for that determination submitted with the Environmental Review Record to the Department of Community Affairs. Please note: Each community has different physical, environmental and geographic conditions and your documentation may be different from this example. Refer to 24 CFR 58.38 (a) and (b).

The site-specific review checklist (of the now identified sites) must be completed for each site and should contain all elements that were not documented to be in compliance at the broad level of the review (statutory worksheet).

**STATUTORY WORKSHEET**  
**24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS**

Use this worksheet only for projects that are **Categorically Excluded** per 24 CFR § 58.35(a).  
**NOTE:** Compliance with the laws and statutes listed at 24 CFR §58.6 must also be documented.

**PROJECT NAME and DESCRIPTION** - Include all contemplated actions that logically are either geographically or functionally part of the project: **Community Development Block Grant FFY2008 Disaster Recovery and Housing Rehabilitation 2009 Jefferson County**

This proposal is determined to be Categorically Excluded according to:(Cite Section(s)) 58.35(a)(2)(3)

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

**Compliance Factors:**

STATUTES, EXECUTIVE ORDERS AND REGULATIONS LISTED AT 24 CFR §58.5	A/B	COMPLIANCE DETERMINATION AND DOCUMENTATION
<b>HISTORIC PRESERVATION</b> 36 CFR PART 800	B	Upon identification of property the County shall conduct a consultation with SHPO to determine whether or not the identified property is deemed historic. If rehabilitation property is over 50 years old, SHPO will be contacted for determination that activities will adhere to SHPO requirements. <b>SEE TAB A</b>
<b>FLOODPLAIN MANAGEMENT</b> 24 CFR §55 & EXECUTIVE ORDER 11988	B	Jefferson County is located within the 100 Year Flood Plain and participates in the National Flood Insurance Program. Proposed activities are required to conform to applicable floodplain protection standards. As part of this grant applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones shall be ranked behind non-flood plain applicants. Once sites have been identified as located in the Flood Zone they will be required to have Flood Hazard Insurance. Homes that are rehabilitated at greater than 50% of the value will be elevated to at least 1' above base flood elevation. <b>SEE TAB B</b>
<b>WETLAND PROTECTION</b> EXECUTIVE ORDER 11990	A	Jefferson will not assist any homes located in Wetland areas. No new construction. Project activities within existing footprint National Wetland Inventory Map attached. <b>SEE TAB C</b>
<b>COASTAL ZONE MANAGEMENT ACT</b> SECTIONS 307(c) & (d)	A	Proposed activities are consistent with the Florida Coastal Management Program. <b>SEE TAB D</b>
<b>SOLE SOURCE AQUIFERS</b> 40 CFR 149	A	Project activities are not located in Florida Sole Source Aquifers. <b>SEE TAB E</b>
<b>ENDANGERED SPECIES ACT</b> 50 CFR 402	A	All activities are related to rehabilitation which signifies existing properties. Project activities will not exceed the property's existing footprint and will have no impact on endangered species. <b>SEE TAB F</b>
<b>WILD AND SCENIC RIVERS ACT</b> SECTIONS 7(b) & (c)	A	Project activities are not located in the Wild and Scenic River Area or identified in the National Wild and Scenic River System. <b>SEE TAB G</b>
<b>CLEAN AIR ACT</b> SECTIONS 176(c)(d) & 40 CFR 6, 51, 93	A	No development is planned that would contribute to air pollution. Florida is an attainment area. <b>SEE TAB H</b>

<b>FARMLAND PROTECTION POLICY ACT</b> 7 CFR 658	A	Although Jefferson County is a rural area no funding related to this grant will be used to assist homes on farmland. <b>SEE TAB I</b>
<b>ENVIRONMENTAL JUSTICE</b> EXECUTIVE ORDER 12898	A	No adverse environmental impact. Activity to benefit low-income, elderly households. No environmental injustice is noted. <b>SEE TAB J</b>
<b>NOISE ABATEMENT &amp; CONTROL</b> 24 CFR §51B	B	Disaster projects are not subject to noise analysis. All other projects outside of Disaster projects will be evaluated once projects have been identified. <b>SEE TAB K</b>
<b>EXPLOSIVE &amp; FLAMMABLE OPERATIONS</b> 24 CFR §51C	A	Project will not result in an increased number of people being exposed to hazardous operations by increasing residential densities; therefore provision does not apply. <b>SEE TAB L</b>
<b>HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS &amp; SUBSTANCES</b> 24 CFR 58.5(i)(2)	B	Appropriate testing for lead-based paint and asbestos will be conducted as required for housing rehabilitation projects. <b>SEE TAB M</b>
<b>AIRPORT CLEAR ZONES &amp; ACCIDENT POTENTIAL ZONES</b> 24 CFR 51D	A	No location in the program is within 3000 feet of a civilian airport or 2.5 miles of military airport. Therefore provision does not apply. <b>SEE TAB N</b>

<b>Other Factors</b>	<b>A/B</b>	<b>Source or Documentation</b>
<b>Flood Disaster Protection Act</b> [Flood Insurance - §58.6(a)]	B	The County participates in the National Flood Insurance Program (NFIP). Rehabilitated property must be fully insured for the entire period of the Deferred Payment Loan Agreement. As part of this grant applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones shall be ranked behind non-flood plain applicants. <b>SEE TAB O</b>
<b>Coastal Barrier Resources Act</b> [Coastal Barrier Improvement Act - §58.6(c)]	A	This is a rehabilitation project of existing housing units, no new construction. <b>SEE TAB P</b>
<b>Airport Runway Clear Zone or Clear Zone Disclosure</b> [§58.6(d)]	A	Not in a clear zone area; this is rehabilitation not new construction. No written notification required. No location in the program is within 3000 feet of a civilian airport or 2.5 miles of military airport. <b>SEE TAB Q</b>

**Determination:**

This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be committed and drawn down** for this (now) EXEMPT project; or

X This project cannot convert to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation / mitigation protocol requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; or

The unusual circumstances of this project may/will result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

\_\_\_\_\_  
PREPARER SIGNATURE

Sonora Walker, Project Coordinator  
\_\_\_\_\_  
PREPARER NAME & TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RESPONSIBLE ENTITY AGENCY OFFICIAL SIGNATURE

Stephen Fulford, Chairman, Jefferson County, Florida  
\_\_\_\_\_  
NAME & TITLE:

\_\_\_\_\_  
DATE

**Step 4**  
**Unspecified Site Strategy Process**  
**"The Written Strategy"**  
**EXAMPLE**

Instructions for Step 4 and Step 5

After you have completed the Statutory Worksheet, which is considered the broad review of the entire jurisdiction, you may find that some of the environmental factors do not apply. (For example, the jurisdiction may not contain any floodplains or wetlands.) If factors are identified that do not apply anywhere in the jurisdiction, your site strategy and site specific checklist will not need to reflect that factor. The site specific review must be used ONLY for activities described in the attached project description.

The Site Specific Review Checklist should only reflect environmental factors that could not be eliminated during the broad review and should be completed for each unit addressed. It is not necessary to complete the Statutory Worksheet for each unit if you conduct an unspecified site review and use the Statutory Worksheet during your broad review.

Please remember that all checklists and other documents related to the environmental review process must be contained in the Environmental Review Record (ERR). The grant manager will monitor the project on-site to ensure that a checklist was prepared for each unit before funds were expended on that unit for rehab costs. The grant manager will also monitor mitigation activities (SHPO coordination, flood insurance, acknowledgement by home owner/occupant that unit is located within a clear zone, etc.). Should the grant manager discover that the process has not been fully carried out, a finding will be made and funds may have to be returned to the Department.

**Step 4**  
**Unspecified Site Strategy Process**  
**"The Written Strategy"**

This written strategy describes the method for the phased environmental review of housing related activities as described in the project description. The sites will be evaluated using the site specific review checklist. All documentation for the compliance factors included in the site specific review must be completed prior to committing funds for the individual sites.

1. Historic Preservation

**The National Historic Preservation Act of 1966, as amended, particularly Section 106 and Section 100, mandate that agencies with jurisdiction over Federal assisted, licensed or approved activities afford the Advisory Council on Historic Preservation and the State Historic Preservation Officer's reasonable opportunity to comment on the project's impact to historic properties. Projects that are over 50 years old will be submitted to the State Historic Preservation Office for their review and comment.**

2. Flood Plain Management

**In response to Executive Order 11988, Floodplain Management as interpreted in HUD regulations at 24 CFR Part 55, and the Flood Disaster Act of 1973. Jefferson County, Florida is located within the 100 year flood plain. The "Eight Step Decision" making process will be conducted to determine that there is no alternative to funding the project in the flood plain. Since there is no alternative to funding the site in the floodplain, mitigating measures will be developed to minimize the effect. All actions located in the flood plain require Flood Insurance as a condition to funding.**

3. Noise Abatement and Control

**For new construction projects or projects that increase the number of persons exposed to hazards. The Noise study and the hazard study will be conducted as required at 24 CFR Part 51.**

4. Hazardous, Toxic or Radioactive Materials And Substance Compliance

**Rehabilitation projects constructed prior to 1978 will be tested for lead-based paint and asbestos.**

5. Flood Disaster Protection Act

**Applicants for housing rehabilitation projects must submit current flood insurance policy at the time of application. Homes that are rehabilitated at greater than 50% of the value will be elevated to at least 1' above base flood elevation.**

**Step 5**  
**Site Specific Review Checklist**

**This checklist is for categorically excluded activities as listed in the unspecified site strategy.**

Address of Site \_\_\_\_\_  
Signature of Person Who Inspected Site \_\_\_\_\_  
Final Signature \_\_\_\_\_  
Date of Completed Review \_\_\_\_\_

If there are more than 4 new construction units together, this form cannot be used. Refer to 24 CFR Part 58.35 (a)(4).

Develop the Site Specific Review checklist which contains only the items that could not document compliance on the Broad Review.

What is the estimated cost of rehabilitation or renovation? \_\_\_\_\_

Indicate the estimated value of the improvement(s)

- 0 to 39.9% of the market value of the structure
- 40 to 49.9% of the market value of the structure
- 50 to 74.9% of the market value of the structure \*
- 75%+ (and above) of the market value of the structure \*

**Reject any site where rehabilitation costs exceed 50% of the property appraiser's property record card.**

**1. Historic Preservation:**

Is the structure on the site or structure adjacent to the site more than 50 years old?

\_\_\_\_\_ age of structure on your site \_\_\_\_\_ age of structure on adjacent sites

\_\_\_\_\_ yes, \_\_\_\_\_ no, OR

Is the site in a historic district?

\_\_\_\_\_ yes, \_\_\_\_\_ no, OR

If you are disturbing the soil, does your site have potential to contain archeological properties?

\_\_\_\_\_ yes, \_\_\_\_\_ no, OR

If yes to any of the above, then contact State Historic Preservation Office (SHPO) to determine if the property is eligible for the National Register of Historic Places.

**2. Floodplain Management:**

Check the Flood Insurance Rate Map (FIRM) to determine if the site is in the Floodplain (500 year for critical actions, 100 year for all other activities) \_\_\_\_\_ yes \_\_\_\_\_ no

If yes, and site involved new construction or major rehabilitation, the eight step decision making process is required as described at 24 CFR Part 55.20.

**Jefferson County is located within the 100-Year Flood Plain. Documentation of current Flood Insurance Policy required to be submitted for housing rehabilitation projects.**

**3. Noise Abatement and Control**

Is the project for new construction, purchase or resale of existing, modernization, or rehabilitation of noise sensitive use (i.e., housing, mobile home parks, nursing homes, hospitals, and other non-housing uses where quiet is integral to the project's function, e.g., libraries)? \_\_\_\_\_ yes \_\_\_\_\_ no

Is the project located within 1,000 feet of a busy road or highway, 3,000 feet of a railroad, or 15 miles of a civil airport or military airfield? \_\_\_\_\_ yes \_\_\_\_\_ no

Are there any other potential noise sources in the project vicinity that could produce a noise level above HUD's acceptable range, including but not limited to concert halls, night clubs, event facilities, etc.... ? \_\_\_\_\_yes \_\_\_\_\_ no

**4. Hazardous, Toxic or Radioactive Materials And Substance Compliance**

Rehabilitation projects will be tested if constructed prior to 1974 for lead-based paint and asbestos. Sewer projects will be exempt from testing.

Was the building constructed prior to 1974? \_\_\_\_\_yes \_\_\_\_\_ no

Lead Base Paint / Asbestos Testing Required: \_\_\_\_\_ yes \_\_\_\_\_ no

# Tab A

## Historic Preservation:

Upon identification of property the County shall conduct a consultation with SHPO to determine whether or not the identified property is deemed historic. If rehabilitation property is over 50 years old, SHPO will be contacted for determination that activities will adhere to SHPO requirements.

## Tab B

### Floodplain Management:

Jefferson County is located within the 100 Year Flood Plain and participates in the National Flood Insurance Program. Proposed activities are required to conform to applicable floodplain protection standards. As part of this grant applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones shall be ranked behind non-flood plain applicants. Once sites have been identified as located in the Flood Zone they will be required to have Flood Hazard Insurance. Homes that are rehabilitated at greater than 50% of the value will be elevated to at least 1' above base flood elevation.

# Tab C

## Wetland Protection

Jefferson will not assist any homes located in Wetland areas. No new construction. Project activities within existing footprint. National Wetland Inventory Map attached.

# Southeast Region

Conserving the Nature of America

- [Refuge Finder](#)
- [Service Finder](#)
- [Office Finder](#)
- [Contact Finder](#)
  
- [About Southeast Region](#)
- [Climate Change in the SE](#)
- [Connecting People with Nature](#)
  - [Let's Go Outside](#)
  - [Educators](#)
  - [Southeast Kids](#)
  - [Reference and Research](#)
  - [Publications](#)
  - [Southeastern Currents](#)
- [Fish & Wildlife](#)
  - [Ecological Services](#)
    - [Contaminants](#)
    - [Coastal Program](#)
    - [Partners for FWS](#)
    - [T & E](#)
    - [Species Achieving Recovery and Preventing Extinction](#)
    - [Recovery Program](#)
  - [Aquatic Resources](#)
  - [National Fish Habitat Action Plan](#)
  - [Migratory Birds Conservation & Management](#)
- [Get Involved](#)
  - [Business Opportunities](#)
  - [Friends](#)
  - [Jobs](#)
  - [Volunteer](#)
- [NWRS: Conserving Our Lands & Resources](#)
  - [National Wildlife Refuges](#)
  - [Invasive Species](#)
- [Landscape Conservation Working with Others](#)
  - [Strategic Habitat Conservation](#)
  - [Coastal Program](#)
  - [Mapping and GIS](#)
  - [Partners for FWS](#)
  - [Science Peer Review](#)
- [Law Enforcement](#)
- [Partnership](#)
  - [Congressional Relations](#)
  - [Tribal Relations](#)
  - [Partners for Fish & Wildlife](#)
  - [Federal Assistance](#)
  - [Grants](#)

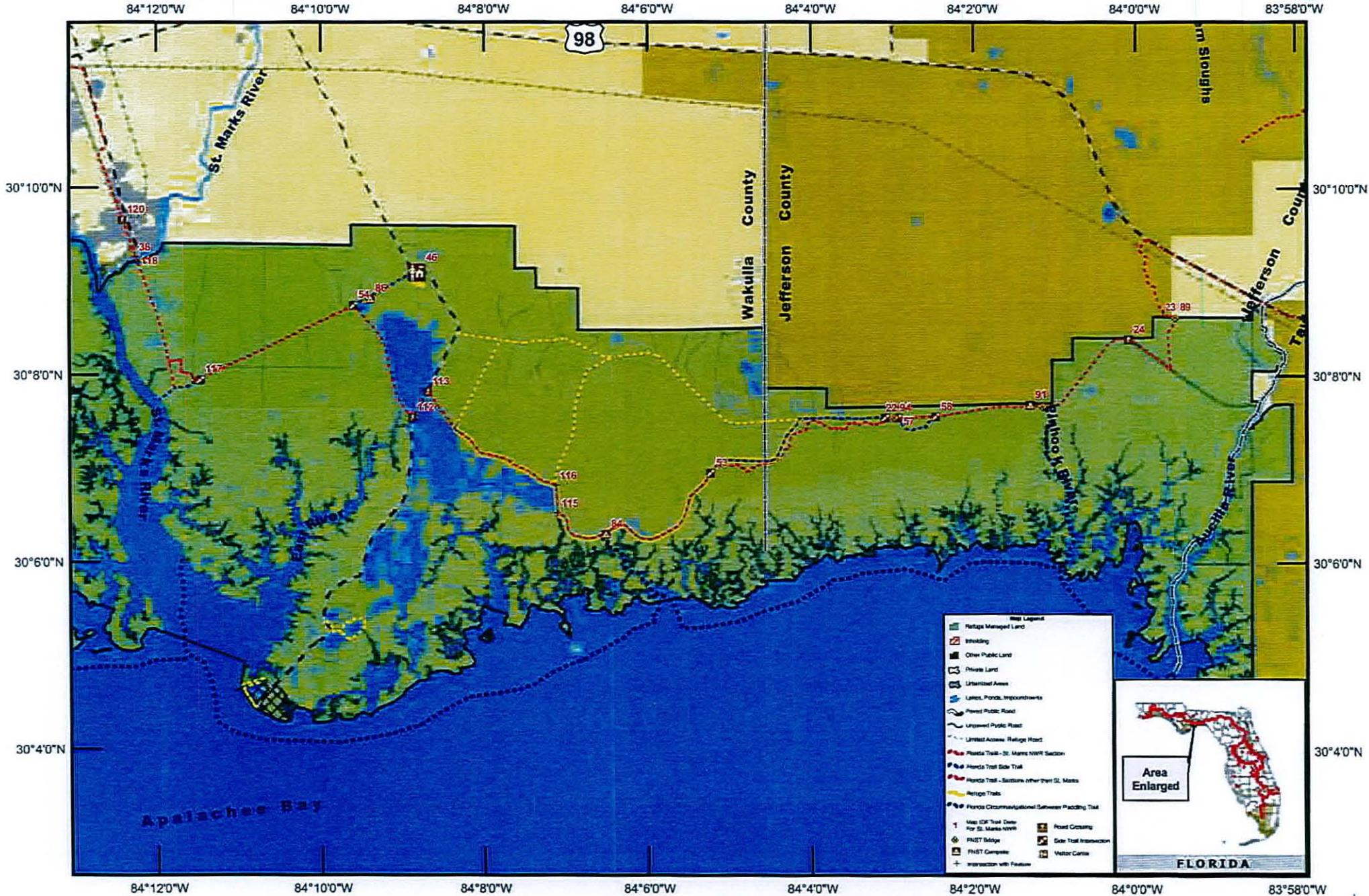
## Map of Florida



## National Wildlife Refuges

- [Archie Carr NWR](#)
- [A.R.M. Loxahatchee NWR](#)
- [Caloosahatchee NWR](#)
- [Cedar Keys NWR](#)
- [Chassahowitzka NWR](#)
- [Crystal River NWR](#)
- [Crocodile Lake NWR](#)
- [Egmont Key NWR](#)
- [Florida Panther NWR](#)
- [Great White Heron NWR](#)
- [Hobe Sound NWR](#)
- [Island Bay NWR](#)
- [J.N. "Ding" Darling NWR](#)
- [Key West NWR](#)
- [Lake Wales Ridge NWR](#)
- [Lake Woodruff NWR](#)
- [Lower Suwannee NWR](#)
- [Maitlacha Pass NWR](#)
- [Merritt Island NWR](#)
- [National Key Deer NWR](#)
- [Passage Key NWR](#)
- [Pelican Island NWR](#)
- [Pine Island NWR](#)
- [Pinellas NWR](#)
- [St. Johns NWR](#)
- [St. Marks NWR](#)
- [St. Vincent NWR](#)
- [Ten Thousand Islands NWR](#)

## Field Offices





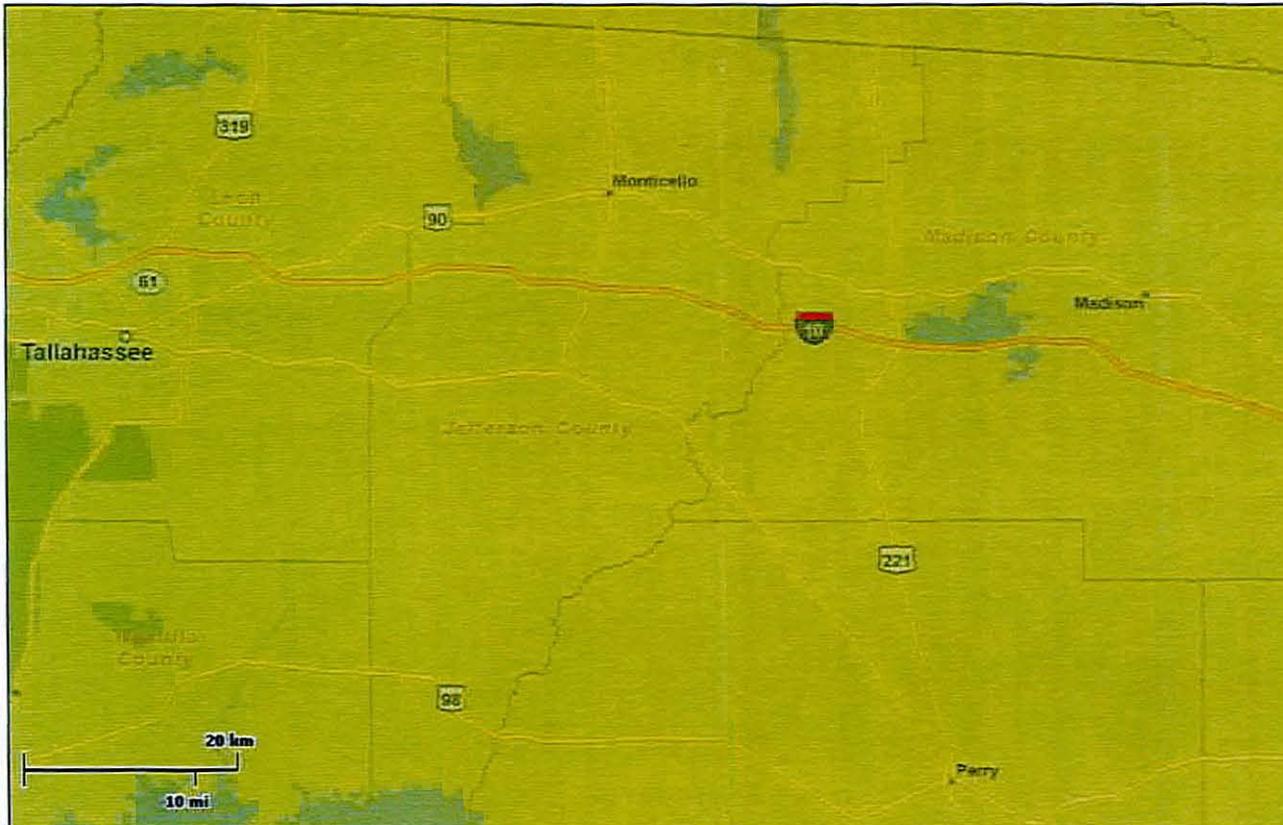
# U.S. Fish and Wildlife Service National Wetlands Inventory

Jefferson County,  
Florida

Dec 15, 2010

## Status

-  Digital
-  Scan
-  Non-Digital
-  No Data



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

User Remarks:

# Tab D

## Coastal Zone Management

Proposed activities are consistent with the Florida Coastal Management Program.  
Please see attached Clearinghouse Letter.

## Sonora Walker

---

**From:** Milligan, Lauren [Lauren.Milligan@dep.state.fl.us]  
**Sent:** Tuesday, December 14, 2010 5:59 PM  
**To:** Sonora Walker  
**Subject:** Jefferson County 2009 CDBG Housing Rehabilitation application

Hi Sonora:

I received your voice mail message today. Please see the e-mail sent in September regarding the Jefferson County 2009 CDBG Housing Rehabilitation application. We had no comments on that one. Due to the large volume of CDBG projects, the Florida State Clearinghouse no longer sends out letter responses within 60 days. Please feel free to call me if you have any other questions or concerns.

*Lauren*

Lauren P. Milligan, Environmental Manager  
Florida State Clearinghouse  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd, M.S. 47  
Tallahassee, FL 32399-3000  
ph. (850) 245-2170  
fax (850) 245-2190

*The Department of Environmental Protection values your feedback as a customer. DEP Secretary Mimi Drew is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on [this link to the DEP Customer Survey](#). Thank you in advance for completing the survey.*

**From:** Milligan, Lauren  
**Sent:** Wednesday, September 29, 2010 5:10 PM  
**To:** 'info@meridserv.com'; 'swalker@meridserv.com'; 'dlloyd@meridserv.com'  
**Cc:** 'Judy.Peacock@dca.state.fl.us'; 'Tammy.Anderson@dca.state.fl.us'; 'Laura Kammerer ([LKammerer@dos.state.fl.us](mailto:LKammerer@dos.state.fl.us))'; 'kdpeterson@dos.state.fl.us'  
**Subject:** Three CDBG-Housing Rehabilitation Applications - State Clearinghouse Clearance

Ms. Lisa A. Blair, President/CEO  
Meridian Community Services Group, Inc.  
P. O. Box 13408  
Tallahassee, FL  
32317

RE: Department of Housing and Urban Development - Community Development Block Grants -  
Jefferson County FY 2009 Housing Rehabilitation Program - Jefferson County, Florida  
Monroe County FY 2009 Housing Rehabilitation Program - Monroe County, Florida  
City of Marathon FY 2009 Housing Rehabilitation Program - Monroe County, Florida  
SAI # FL201009295488C

Dear Ms. Blair:

Florida State Clearinghouse staff has received and reviewed the referenced CDBG-Housing funding proposals under the following authorities: Presidential Executive Order 12372; Section 403.061(40), *Florida Statutes*; the Coastal Zone Management Act, 16 U.S.C. §§ 1451-1464, as amended; and the National Environmental Policy Act, 42 U.S.C. §§ 4321-4347, as amended.

The Department is supportive of Monroe County and the City of Marathon's efforts to meet the requirements of the Florida Keys Wastewater Improvements 10-Year Work Program and Monroe County's Sanitary Wastewater Master Plan. Department staff have been working with the County, municipalities, Florida Department of Community Affairs and Florida Department of Health for a number of years to reduce nutrient pollutant loading to nearshore waters of the Keys from poorly functioning cesspits, onsite sewage treatment and disposal systems and package plants. The proposed mandatory central sewer hook-up assistance projects will facilitate the County and City's compliance with Section 380.0552, *Florida Statutes*, Rule 28-20, *Florida Administrative Code*, and Chapter 99-395, *Laws of Florida*.

Based on the information contained in the applications for federal assistance, minimal impacts and environmental benefits of the proposed projects, the state has no objections to allocation of federal funds for the subject housing rehabilitation and central sewer hook-up assistance projects and, therefore, the funding awards are consistent with the Florida Coastal Management Program.

In addition, please be advised that the applications are being forwarded to the Florida Department of State's Division of Historical Resources (DHR) for further review to ensure that the proposed housing renovation activities will have no adverse effects on historic properties in these communities. Please contact Ms. Laura Kammerer or Ms. Katherine Peterson in the DHR Compliance and Review Section at (850) 245-6333 for further information and assistance.

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

Yours sincerely,

*Lauren P. Milligan*

Lauren P. Milligan, Environmental Manager  
Florida State Clearinghouse  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd, M.S. 47  
Tallahassee, FL 32399-3000  
ph. (850) 245-2170  
fax (850) 245-2190



# Apalachee Regional Planning Council

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

---

August 26, 2010

Ms. Lisa A. Blair  
Meridian Community Services Group, Inc.  
P.O. Box 13408  
Tallahassee, FL 32317

Subject: 2010-51: Jefferson County – CDBG/HR Grant Application

Dear Ms. Blair:

Council staff has reviewed the subject application in accordance with its Intergovernmental Coordination Review responsibilities and authority. As a result of the review, the staff has the following responses:

- \_\_\_\_\_ No Comment/Neither consistent nor inconsistent with the regional plan.
- \_\_\_\_\_ Supports the project/Consistent with regional plan.
- \_\_\_\_\_ Inconsistent with local plan. Concur, contingent on local plan amendment.
- \_\_\_\_\_ Objects to the project/Inconsistent with regional plan; explanation attached
- \_\_\_\_\_ Has no objection to the project/Not inconsistent with regional plan.
- \_\_\_\_\_ Cannot evaluate the project; explanation attached.

Sincerely,

Janice Watson  
Intergovernmental Review Coordinator

## Jefferson County CDBG-DRI - State Clearance

From: **Milligan, Lauren** (Lauren.Milligan@dep.state.fl.us)  
Sent: Fri 3/19/10 3:24 PM  
To: 's.nabors@live.com' (s.nabors@live.com)  
Cc: 'Judy.Peacock@dca.state.fl.us' (Judy.Peacock@dca.state.fl.us);  
'Tammy.Anderson@dca.state.fl.us' (Tammy.Anderson@dca.state.fl.us);  
'rschleicher1@aol.com' (rschleicher1@aol.com)

Mr. Steve Nabors, Project Manager  
Meridian Community Services Group, Inc.  
P. O. Box 13408  
Tallahassee, FL 32317

RE: Department of Housing and Urban Development - Community Development Block  
Grants/Disaster Recovery Initiative - Jefferson County, Housing Rehabilitation Program - Jefferson  
County, Florida.  
SAI # FL201003195161C

Dear Steve:

Florida State Clearinghouse staff has received and reviewed the County's CDBG-DRI funding proposal under the following authorities: Presidential Executive Order 12372; Section 403.061(40), *Florida Statutes*; the Coastal Zone Management Act, 16 U.S.C. §§ 1451-1464, as amended; and the National Environmental Policy Act, 42 U.S.C. §§ 4321-4347, as amended.

Based on the information contained in the application for federal assistance and minimal project impacts, the state has no objections to allocation of federal funds for the subject housing rehabilitation and replacement projects and, therefore, the funding award is consistent with the Florida Coastal Management Program.

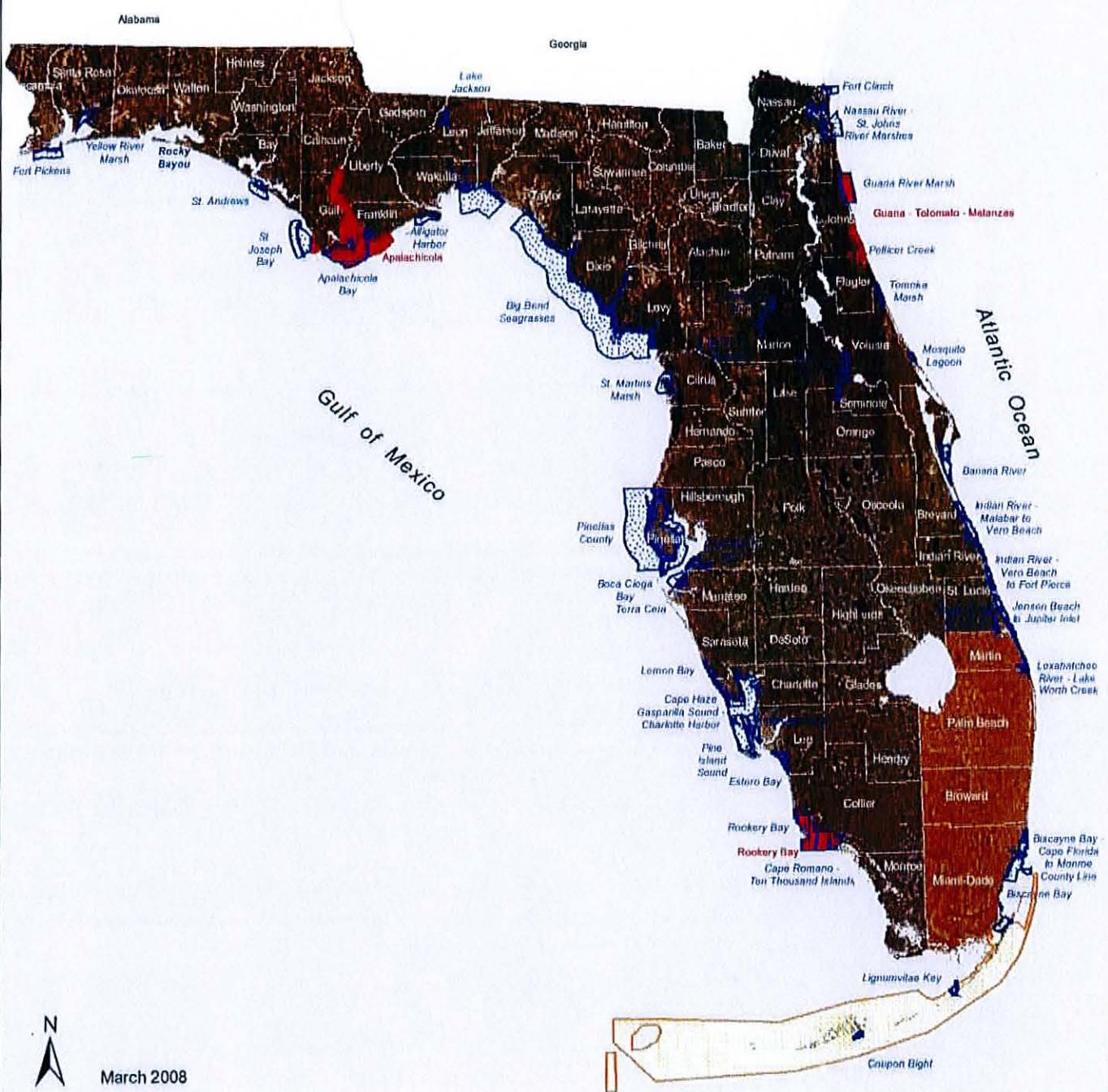
If you have any questions regarding this message or the state intergovernmental review process, please don't hesitate to contact me at (850) 245-2170 or [Lauren.Milligan@dep.state.fl.us](mailto:Lauren.Milligan@dep.state.fl.us). Thank you.

Yours sincerely,

*Lauren P. Milligan*

Lauren P. Milligan, Environmental Manager  
Florida State Clearinghouse  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd, M.S. 47  
Tallahassee, FL 32399-3000  
ph. (850) 245-2170  
fax (850) 245-2190

# Florida's Coastal and Aquatic Managed Areas



March 2008

-  Aquatic Preserves
-  National Estuarine Research Reserves
-  Florida Keys National Marine Sanctuary
-  Coral Reef Conservation Program



Aquatic Preserves layer maintained by: Office of Coastal and Aquatic Managed Areas, 3900 Commonwealth Blvd, MS 235, Tallahassee, FL 32399-3000, (850)245-2094

Aquatic Preserves include all the state-owned submerged lands within their boundaries. This map is not intended for use for determination of wetlands or land ownership.

[www.FloridaCoasts.org](http://www.FloridaCoasts.org)

# Tab E

## Sole Source Aquifers

Project activities are not located in Florida Sole Source Aquifers.



## Region 4: Ground Water Protection

You are here: [EPA Home](#) [Region 4](#) [Water](#) [Ground Water Protection](#) Sole Source Aquifer Program

### **Sole Source Aquifers in the Southeast**

The Environmental Protection Agency (EPA) defines a sole source aquifer as an underground water source that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. These areas have no alternative drinking water source(s) that could physically, legally, and economically supply all those who depend upon the aquifer for drinking water.

The [Sole Source Aquifer Program](#) is authorized by Section 1424(e) of the Safe Drinking Water Act of 1974. Designation of an aquifer as a sole source aquifer provides EPA with the authority to review federal financially assisted projects planned for the area to determine their potential for contaminating the aquifer.

Federally funded projects reviewed by EPA under the Sole Source Aquifer Program may include, but are not limited to, highway improvements and new road construction, public water supply wells, transmission lines, wastewater treatment facilities, construction projects involving disposal of storm water, and agricultural projects involving management of animal waste. Proposed projects that are funded entirely by state, local, or private concerns are not subject to EPA review.

#### **Sole Source Aquifers in the Southeast**

EPA has designated three sole source aquifers that are entirely or partially within Region 4:

- [Biscayne Aquifer](#) in south Florida
- [Southern Hills Regional Aquifer System](#) in eastern Louisiana and southwestern Mississippi
- [Volusia-Floridan Aquifer](#) In east-central Florida.

#### **Approximate Boundaries of Region 4 Sole Source Aquifers**

#### **On This Page...**

Sole Source Aquifers in the Southeast

Biscayne Aquifer  
Southern Hills Regional Aquifer System  
Volusia-Floridan Aquifer

Petition for Sole Source Aquifer Designation  
Post-Designation Review Authority  
Sole Source Coordinator

## Sole Source Aquifers in the Southeast

The Environmental Protection Agency (EPA) defines a sole source aquifer as an underground water source that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. These areas have no alternative drinking water source(s) that could physically, legally, and economically supply all those who depend upon the aquifer for drinking water.

The Sole Source Aquifer Program is authorized by Section 1424(e) of the Safe Drinking Water Act of 1974. Designation of an aquifer as a sole source aquifer provides EPA with the authority to review federal financially assisted projects planned for the area to determine their potential for contaminating the aquifer.

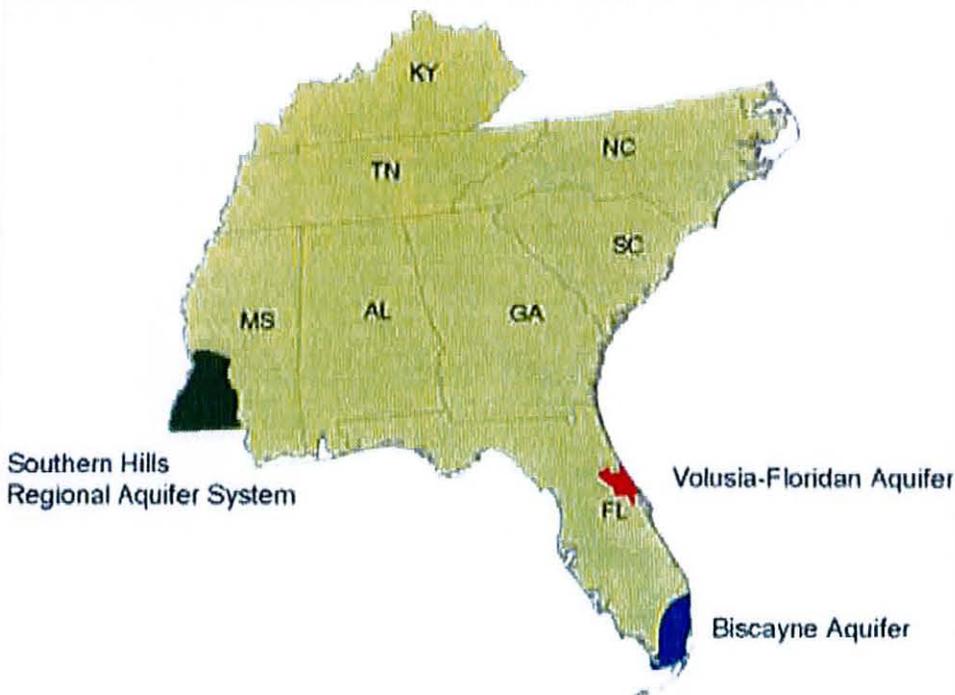
Federally funded projects reviewed by EPA under the Sole Source Aquifer Program may include, but are not limited to, highway improvements and new road construction, public water supply wells, transmission lines, wastewater treatment facilities, construction projects involving disposal of storm water, and agricultural projects involving management of animal waste. Proposed projects that are funded entirely by state, local, or private concerns are not subject to EPA review.

### Sole Source Aquifers in the Southeast

EPA has designated three sole source aquifers that are entirely or partially within Region 4:

- Biscayne Aquifer in south Florida
- Southern Hills Regional Aquifer System in eastern Louisiana and southwestern Mississippi
- Volusia-Floridan Aquifer in east-central Florida.

### Approximate Boundaries of Region 4 Sole Source Aquifers



Additional information about the Biscayne Aquifer, the Southern Hills Regional Aquifer

#### On This Page...

- Sole Source Aquifers in the Southeast
  - Biscayne Aquifer
  - Southern Hills Regional Aquifer System
  - Volusia-Floridan Aquifer
- Petition for Sole Source Aquifer Designation
- Post-Designation Review Authority
- Sole Source Coordinator

#### Biscayne Sole Source Aquifer

The Biscayne Aquifer lies within an area of south Florida bounded by the Atlantic Ocean and the Gulf of Mexico between Whitewater Bay in Monroe County and Delray Beach in Palm Beach County; and by a line drawn from the mouth of Whitewater Bay northeasterly and northerly to the intersection of the northern boundary of Monroe County and the western boundary of Dade County; and thence northerly and northeasterly to the intersection of the North New River Canal and the boundary line separating Broward and Palm Beach Counties; and finally east-northeasterly to Delray Beach. The enclosed area

System, and the Volusia-Floridan Aquifer is available below.  
Palm Beach Counties.

includes all of Dade County and parts of Broward, Monroe and

### **Southern Hills Regional Sole Source Aquifer System**

The designation area covers all of ten parishes in Louisiana (E. Baton Rouge, E. Feliciana, Livingston, Pointe Coupee, St. Helena, St. Tammany, Tangipahoa, Washington, W. Baton Rouge and W. Feliciana) and in Mississippi all of ten counties (Adams, Amite, Claiborne, Copiah, Franklin, Jefferson, Lincoln, Pike, Walthall and Wilkinson) as well as the parts of Hinds and Warren Counties underlain by the Catahoula Sandstone, and those portions of Marion and Lawrence Counties west of the Pearl River.

### **Volusia-Floridan Sole Source Aquifer**

The northern boundary of the designated area begins at the southeast corner of Flagler Beach State Park and curves south and west through the community of Karona at U.S. Highway Route Number 1. The boundary continues southwest, west and northwest to the intersection of Haw Creek and Crescent Lake. The boundary then follows the west bank of Crescent Lake to Dunn's Creek and follows the west bank of Dunn's Creek to its intersection with the St. John's River. The border of the designated area then follows the east bank of Lake George to its intersection with the boundary of Volusia County. The boundary of the designated area and the boundary of Volusia county are congruent for the remainder of the area's western and southern boundaries to the Atlantic Ocean. The area's eastern boundary is the Atlantic Ocean.

The designated area includes all of Volusia County and portions of Flagler and Putnam Counties, Florida and extends approximately 1,450 square miles. Major cities in the area include Ormond Beach, Daytona Beach, New Smyrna Beach and Deland.

### **Petition for Sole Source Aquifer Designation**

Even though EPA has authority to initiate sole source aquifer (SSA) petitions, EPA normally responds only to submitted petitions. Any individual, corporation, company, association, partnership, state, municipality, or federal agency may petition for SSA designation.

EPA published the [Sole Source Aquifer Designation Petitioner Guidance](#) to assist those interested in preparing and submitting SSA designation petitions.

### **Post-Designation Review Authority and Coordination**

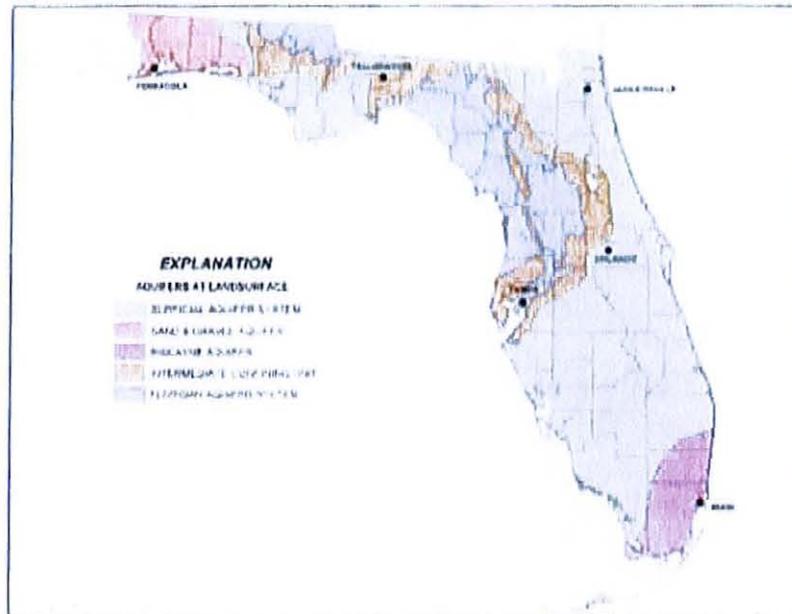
Federal financially assisted projects that lie within the SSA boundaries should be sent to the appropriate EPA regional office for aquifer impact determination review. Projects outside of the SSA boundaries and/or that do not receive federal funding are not required to have an SSA impact review.

### **EPA Region 4 Sole Source Coordinator**

[Alanna Conley](mailto:conley.alanna@epa.gov) (conley.alanna@epa.gov)  
EPA Region 4 Sole Source Aquifer Coordinator  
Ground Water & UIC Section  
61 Forsyth Street, Atlanta, GA 30303  
(404) 562-9443

The vast majority of the public water systems in Florida use ground water as their source. There are approximately 12,000 wells associated with ground water systems used for public water supply in Florida. These wells produce water from five major aquifers or aquifer systems.

The major source of ground water supply in Florida is the **Floridan Aquifer System**, which underlies the entire state. In the far western panhandle and in southern Florida, the Floridan aquifer system is deep, and produces salty and mineralized water. In these areas, the shallower **Sand-and-Gravel Aquifer** (in the west) and the **Biscayne Aquifer** (in the south) are used for water supply. The **Surficial Aquifer System** and the **Intermediate Aquifer System** generally produce less water, and, with some exceptions, are used primarily for domestic and smaller public supply wells. Where there are clay layers in the Intermediate system, it can serve as a confining unit, slowing the movement of water and, potentially, contaminants from the surface.



[Click for Higher Resolution](#)  
(112KB)

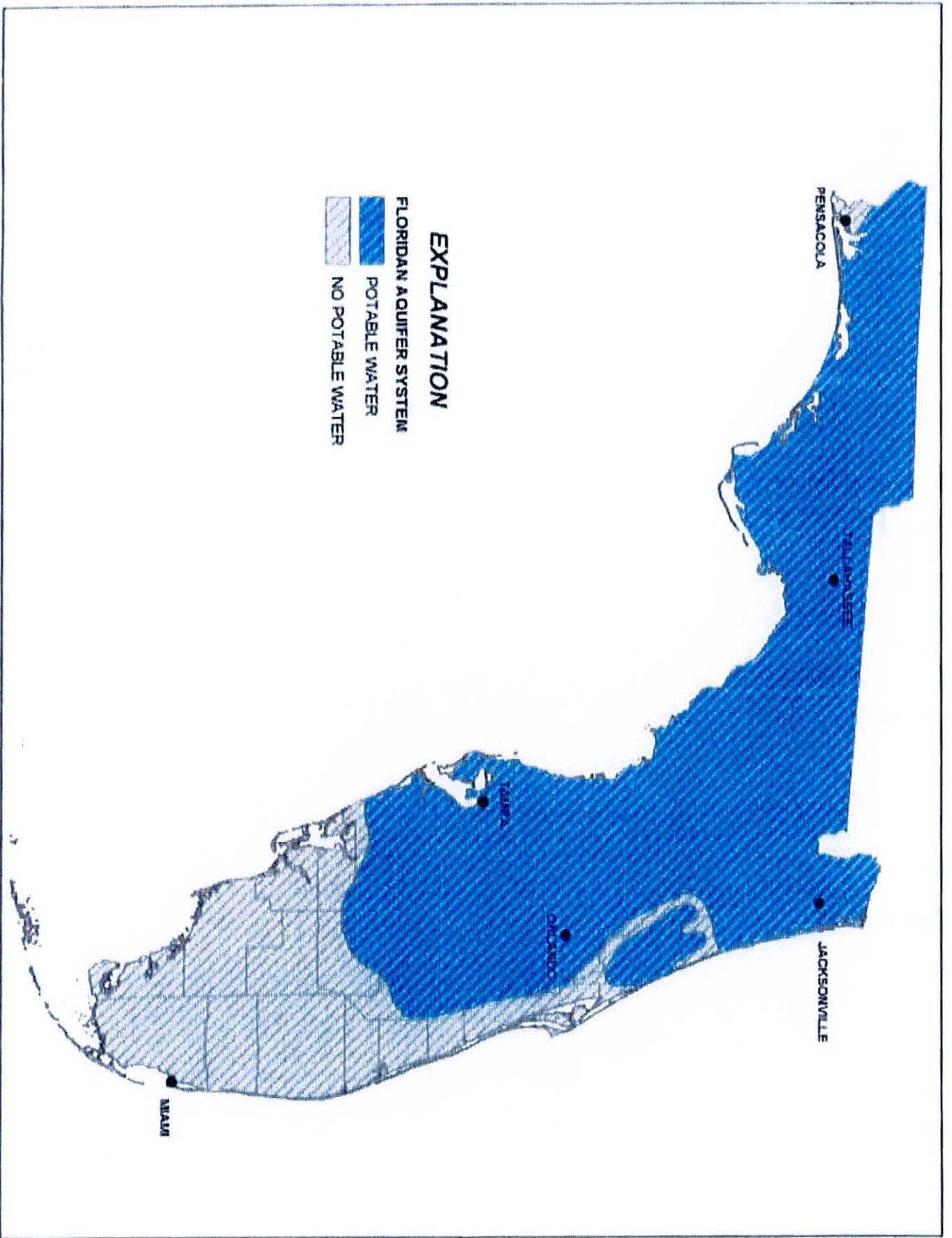
This map shows where the major aquifers in Florida are found at the land surface. This is where these sources of drinking water are at their most vulnerable.



## Floridan Aquifer System

[Top](#)

The Floridan aquifer is one of the highest producing aquifers in the world. It is found throughout Florida and extends into the southern portions of Alabama, Georgia, and South Carolina. This aquifer system is comprised of a sequence of limestone and dolomite, which thickens from about 250 feet in Georgia to about 3000 feet in south Florida. The Floridan aquifer system has been divided into an upper and lower aquifer separated by a unit of lower permeability. The upper Floridan aquifer is the principal source of water supply in most of north and central Florida. In the southern portion of the state, where it is deeper and contains brackish water, the aquifer has been used for the injection of sewage and industrial waste. Groundwater flow is generally from highs near the center of the state towards the coast. The Floridan aquifer is the source of many springs in Florida.



# Tab F

## Endangered Species

Project activities will not exceed the property's existing footprint and will have no impact on endangered species.

# Tab G

## Wild and Scenic Rivers

Project activities are not located in the Wild and Scenic River Area or identified in the National Wild and Scenic River System.

# National Wild & Scenic Rivers

<a href="#">National System</a>	<a href="#">Management</a>	<a href="#">Information</a>	<a href="#">Publications</a>	<a href="#">Site Navigation</a>	<a href="#">Rivers &amp; Trails</a>	<a href="#">Contact Us</a>
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## Designated Wild & Scenic Rivers

Select State

Rivers that pass through several states may have segments in each state designated. For example, the Klamath River has designations in California and Oregon. Many rivers also have numerous tributaries designated (e.g., Washington's Skagit River). Multiple listings of some rivers indicate more than one segment of the river is designated (e.g., the Missouri River in Nebraska).

### Alabama

- [Black Warrior River \(Sipsey Fork\)](#)

[Top of the Page](#)

### Alaska

- [Alagnak River](#) — [National Park Service Site](#)
- [Alatna River](#)
- [Andreafsky River](#)
- [Aniakchak River](#)
- [Beaver Creek](#) — [Bureau of Land Management Site](#)
- [Birch Creek](#) — [Bureau of Land Management Site](#)
- [Charley River](#) — [National Park Service Site](#)
- [Chilkadrotna River](#)
- [Delta River](#) — [Bureau of Land Management Site](#)
- [Fortymile River](#) — [Bureau of Land Management Site](#)
- [Gulkana River](#) — [Bureau of Land Management Site](#)
- [Ivishak River](#)
- [John River](#)
- [Kobuk River](#)
- [Koyukuk River \(North Fork\)](#)
- [Mulchatna River](#)
- [Noatak River](#)
- [Nowitna River](#)
- [Salmon River](#)
- [Selawik River](#)
- [Sheenjek River](#)
- [Tinayguk River](#)
- [Tlikakila River](#)
- [Unalakleet River](#) — [Bureau of Land Management Site](#)
- [Wind River](#)

[Top of the Page](#)

### Arizona

- [Fossil Creek](#)
- [Verde River](#) — [U.S. Forest Service Site](#)

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### Arkansas

- [Big Piney Creek](#)
- [Buffalo River](#)
- [Cossatot River](#)
- [Hurricane Creek](#)
- [Little Missouri River](#)
- [Mulberry River](#)
- [North Sylamore Creek](#)
- [Richland Creek](#)

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**Cossatot River, Arkansas**

## California

- [Amargosa River](#)
- [American River \(Lower\)](#)
- [American River \(North Fork\) — Bureau of Land Management Site](#)
- [Bautista Creek](#)
- [Big Sur River](#)
- [Black Butte River](#)
- [Cottonwood Creek](#)
- [Eel River](#)
- [Feather River](#)
- [Fuller Mill Creek](#)
- [Kern River](#)
- [Kings River](#)
- [Klamath River — U.S. Forest Service Site](#)
- [Merced River — Bureau of Land Management Site](#)
- [Owens River Headwaters](#)
- [Palm Canyon Creek](#)
- [Piru Creek](#)
- [San Jacinto River \(North Fork\)](#)
- [Sespe Creek](#)
- [Sisquoc River](#)
- [Smith River](#)
- [Trinity River](#)
- [Tuolumne River — Bureau of Land Management Site](#)

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## Colorado

- [Cache la Poudre River](#)

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## Connecticut

- [Eightmile River](#)
- [Farmington River \(West Branch\) — Farmington River Committee Site](#)

[Top of the Page](#)

## Delaware

- [White Clay Creek \(See also Pennsylvania\)](#)

[Top of the Page](#)

## Florida

- [Loxahatchee River](#)
- [Wekiva River](#)

[Top of the Page](#)

## Georgia

- [Chattooga River \(See also North Carolina, South Carolina — U.S. Forest Service Site, Chattooga Net](#)

[Top of the Page](#)

## Idaho

- [Battle Creek](#)
- [Big Jacks Creek](#)
- [Bruneau River](#)
- [Bruneau River \(West Fork\)](#)
- [Clearwater River \(Middle Fork\)](#)
- [Cottonwood Creek](#)
- [Deep Creek](#)
- [Dickshooter Creek](#)
- [Duncan Creek](#)
- [Jarbidge River](#)
- [Little Jacks Creek](#)

# THE NATIONAL WILD AND SCENIC RIVERS SYSTEM

[www.rivers.gov](http://www.rivers.gov)

The National Wild and Scenic Rivers System was created by Congress in 1968 (Public Law 90-542; 16 U.S.C. 1271 et seq.) to preserve certain rivers with outstanding natural, cultural, and recreational values in a free-flowing condition for the enjoyment of present and future generations. The Act is notable for safeguarding the special character of these rivers, while also recognizing the potential for their appropriate use and development. It encourages river management that crosses political boundaries and promotes public participation in developing goals for river protection.

Rivers may be designated by Congress or, if certain requirements are met, the Secretary of the Interior. Each river is administered by either a federal or state agency. Designated segments need not include the entire river and may include tributaries. For federally designated rivers, the designated boundaries generally average one-quarter mile on either bank in the lower 48 states and one-half mile on rivers outside national parks in Alaska in order to protect river-related values. Rivers are classified as wild, scenic, or recreational.

- (1) **Wild river areas** — Those rivers or sections of rivers that are free of impoundments and generally inaccessible except by trail, with watersheds or shorelines essentially primitive and waters unpolluted. These represent vestiges of primitive America.
- (2) **Scenic river areas** — Those rivers or sections of rivers that are free of impoundments, with shorelines or watersheds still largely primitive and shorelines largely undeveloped, but accessible in places by roads.
- (3) **Recreational river areas** — Those rivers or sections of rivers that are readily accessible by road or railroad, that may have some development along their shorelines, and that may have undergone some impoundment or diversion in the past.

Regardless of classification, each river in the National System is administered with the goal of protecting and enhancing the values that caused it to be designated. Designation neither prohibits development nor gives the federal government control over private property. Recreation, agricultural practices, residential development, and other uses may continue. Protection of the river is provided through voluntary stewardship by landowners and river users and through regulation and programs of federal, state, local, or tribal governments. In most cases not all land within boundaries is, or will be, publicly owned, and the Act limits how much land the federal government is allowed to acquire from willing sellers. Visitors to these rivers are cautioned to be aware of and respect private property rights.

The Act purposefully strives to balance dam and other construction at appropriate sections of rivers with permanent protection for some of the country's most outstanding free-flowing rivers. To accomplish this, it prohibits federal support for actions, such as the construction of dams or other instream activities, that would harm the river's free-flowing condition, water quality, or outstanding resource values. However, designation does not affect existing water rights or the existing jurisdiction of states and the federal government over waters as determined by established principles of law.

With the passage of the Omnibus Public Land Management Act of 2009, the National System protects more than 12,500 miles of 203 rivers in 39 states and the Commonwealth of Puerto Rico; this is a little more than one-third of one percent of the nation's rivers. By comparison, more than 75,000 large dams across the country have modified at least 600,000 miles, or about 17%, of American rivers.

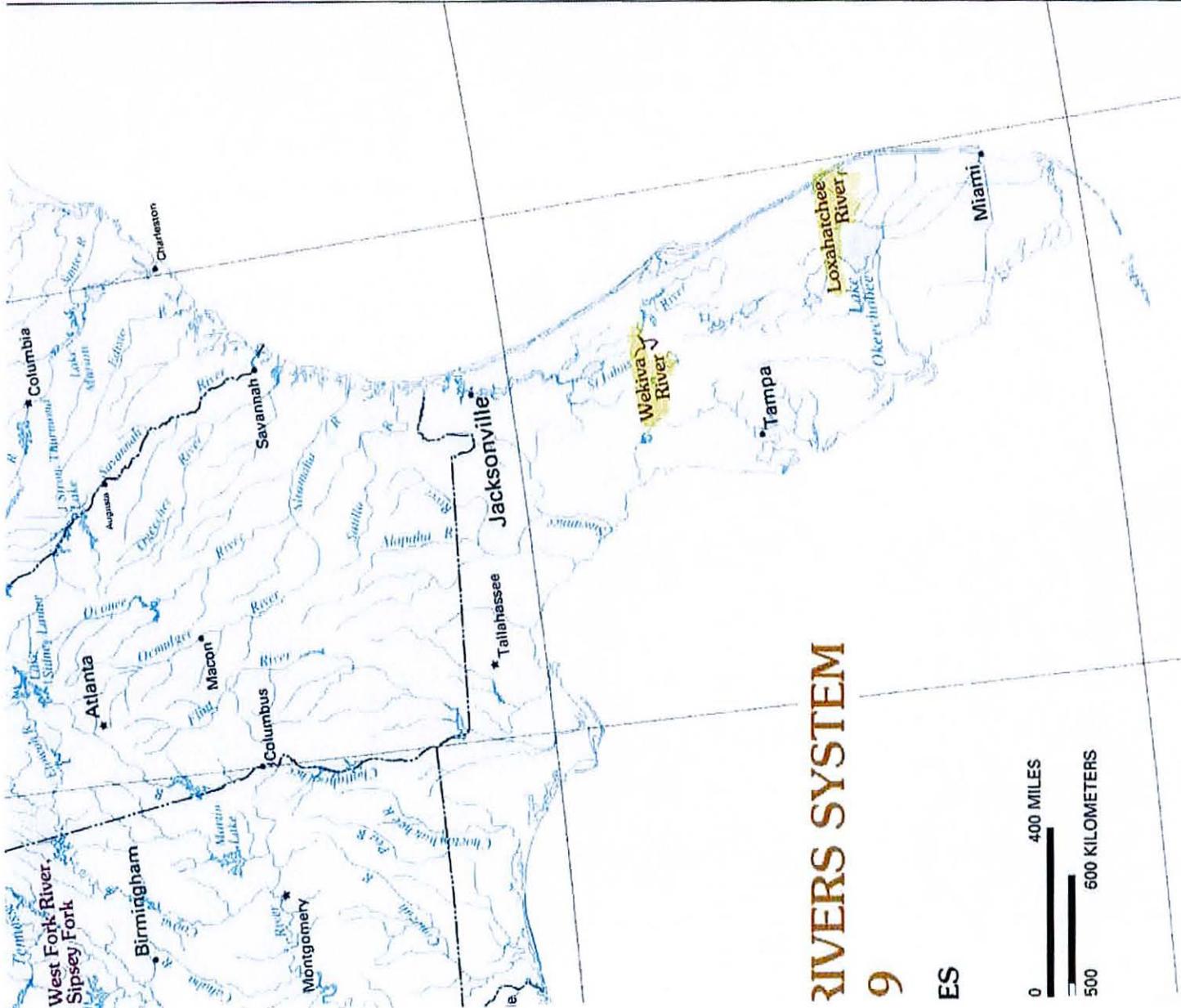
For general questions concerning the wild and scenic rivers program, refer to the Interagency Wild and Scenic Rivers Coordinating Council website at [www.rivers.gov](http://www.rivers.gov) or contact one of the following:

**USDA Forest Service**  
U.S. Department of Agriculture  
Wilderness and Wild and Scenic Rivers  
201 - 14th Street, SW  
Washington, DC 20250

**Bureau of Land Management**  
U.S. Department of the Interior  
National Landscape Conservation Service  
1620 L Street, NW  
Washington, DC 20036

**U.S. Fish and Wildlife Service**  
U.S. Department of the Interior  
National Wildlife Refuge System  
Division of Natural Resources  
4401 North Fairfax Drive (ARL-670)  
Arlington, VA 22203

**National Park Service**  
U.S. Department of the Interior  
Conservation and Outdoor Recreation  
1849 C Street, NW  
Washington, DC 20036



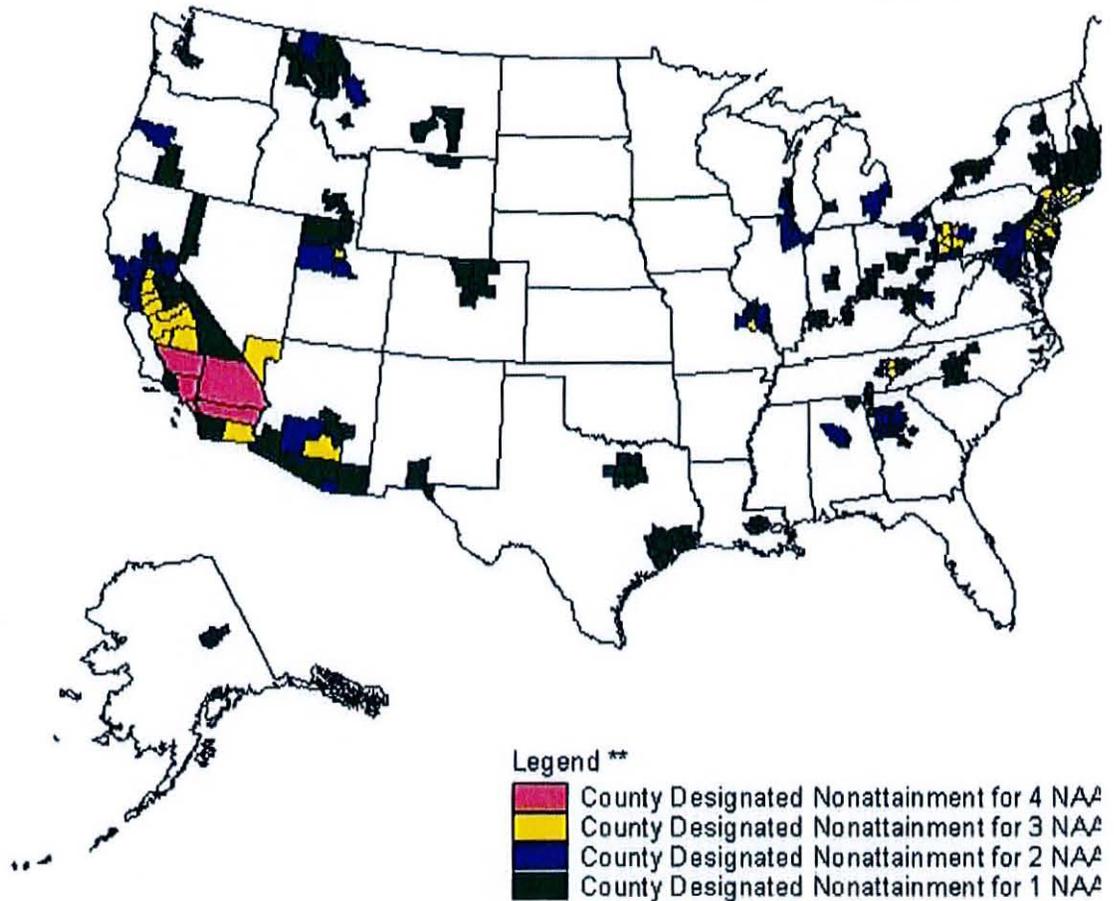
# Tab H

## Clean Air Act

No development is planned that would contribute to air pollution. Florida is an attainment area.

## Counties Designated "Nonattainment"

for Clean Air Act's National Ambient Air Quality Standards (NAAQS) \*



Guam - Piti and Tanguisson Counties are designated nonattainment for the SO<sub>2</sub> NAAQS

\* The National Ambient Air Quality Standards are health standards for lead, carbon monoxide, sulfur dioxide, ground level 8-hr ozone, and particulate matter (PM-10 and PM<sub>2.5</sub>). The nitrogen dioxide nonattainment areas.

\*\* Partial counties, those with part of the county designated nonattainment and part attainment are shown as full counties on the map.

The following multi-state nonattainment area, Chicago-Gary-Lake County, IL-IN 8-hr O<sub>3</sub> has some states in the area that have been redesignated, but it is not considered a major area until all states in the area are redesignated. The counties for this area are displayed as nonattainment areas:

# Tab I

## Farmland Protection Policy Act

Although Jefferson County is a rural area no funding related to this grant will be used to assist homes on farmland.



- County Departments**
- Board of County Commissioners
  - Building Department
  - County Extension Service
  - Emergency Operations Center
  - Fire Rescue
  - Grants Administration
  - Health Department
  - Planning Department
  - Public Library
  - Recreation
  - Road Department
  - Solid Waste/Recycling
  - Veterans Affairs
  - Links
  - Jobs



- Other County Pages & Links**
- Chamber of Commerce
  - City of Monticello
  - Contact Us
  - Economic Development
  - Information
  - Jefferson County Schools (School E)
  - Jefferson County Elementary School
  - Jefferson County Middle/High School
  - DBA - doing business as Jefferson County
  - More Information
  - Soil and Water Conservation E
  - Weather, Climate, Storms, Disasters and Recovery
  - Jefferson County Economic Development Council
  - Jefferson County Tourist Development Council

## Agriculture in Jefferson County

Visit the [Jefferson County Cooperative Extension](http://jefferson.ifas.ufl.edu) site (<http://jefferson.ifas.ufl.edu>) for more on agriculture.

Agriculture has traditionally been the leading income source, contributing 17.9% of the county's income (Florida a... Approximately 35% of the county workforce is employed in agriculture, timber and pulpwood industries. Traditional soybeans, tobacco, and small grains have declined, beginning in the decade of the 80s. Peanuts, tobacco and co minor acreages, with cotton increasing in the mid 90s.. \$6-7 million in income is derived annually from dairy, fores production and beef. An additional \$10-12 million is derived from all other agricultural production: row crops, peca other fresh market vegetables, swine, other livestock products, etc. Additional employment and incomes are contr dozen "plantations" of 5-15,000 acres each which are multiple-land-use holdings providing farm land, recreational water recharge. Click here for highlights of Agriculture in Jefferson County from the 1997 [Census of Agriculture](#) Cooperative Extension Service office by phone or a visit to the offices at 275 North Mulberry in Monticello. Or corr mail to Jefferson County Extension Service at [jefferson@mail.ifas.ufl.edu](mailto:jefferson@mail.ifas.ufl.edu) for information about county crops, liv aquaculture, gardening and nurserystock production.



Click [here](#) for over 3500 bulletins, broct

from the Extension Digital Information Source - EDIS from the University of Florida IFAS.

### Jefferson County Farms, Ranches, Dairies and Nurseries Produce:

Corn	Soybeans	Pea
Cotton	Wheat	Toba
Ornamentals	Pecans	Waterme
Sorghum	Hay & Pasture	Vegeta
Pine Seedlings	Pulpwood	Saw Tin
Fruit Trees	Dairy Products	Beef (cattle & cal
Swine	Horses	Deer & Ven

Small Grains	Catfish	Grapes & j
Goats & Sheep	Persimmons	Foliage pl
Sport Hunting	Sod	Flowering pl
Sugar Cane & Syrup	Yogurt	Christmas t
	Ostrich & Emus	

Agriculture Provides Jobs, Incomes and Tax Revenues  
 Farms Provide Green Space, Water Recharge and Wildlife Habitat  
 Farmland Provides Recreational Opportunities  
 Tung, Shade Tobacco and Naval Stores were once Important Farm Commodities in Jefferson County

• [Return to the top of this page](#)

### Selected Statistics for Jefferson County from the Census of Agriculture

	1997	1992	1987	1982	1978	1974
<b>Number of Farms</b>	342	297	296	314	308	28
Farms with Sales of \$20,000 or more	74	85	82	104	95	7
Farms with Sales of Less than \$20,000	268	212	214	210	214	21
Operators with Principal Farm Employment	126	119	113	119	138	18
Operators with Principal Non-Farm Employment	216	178	183	195	170	9
Black Farm Operators	33	26	21	47	44	6
Female Farm Operators	36	28	26	23	25	
Average Age of Farm Operator	57	57	52	51	51	5
Land in Farms (Acres)	126590	118352	130376	137431	155833	14274
Average Farm Size (Acres)	370	398	440	438	506	50
Jefferson County Farms Producing:						
Corn	45	34	54	101	138	16
Tobacco	3	5	9	15	19	3
Soybeans	10	5	13	48	38	1
Peanuts	17	11	14	15	23	2
Cotton	5	1	4	(na)	(na)	
Hay & Forage	76	63	52	56	50	2
Vegetables	23	24	30	30	43	2
Watermelon	14	15	17	26	21	
Orchards (Pecans)	81	95	77	74	70	5
Nursery Products	37	33	28	27	25	
Cattle & Calves	148	133	153	177	149	16

Dairy Products	5	4	8	7	9	
Swine	20	22	27	70	84	8
Total Cropland Acres	33477	37031	45665	55712	50326	4611
Value of Crops Sold (\$1,000)	\$13,970	\$10,202	\$7,539	\$11,219	\$7,118	\$6,38
Value of Nursery Products Sold (\$1,000)	\$8,644	\$5,840	\$3,296	\$5,004	\$3,221	\$2,26
Irrigated Acres	1432	4257	6573	4821	639	143
CRP or Wetland Reserve Program (Acres)	5910	4098	1899			
Total Pasture Acres	38628	35808	50186	37366	41375	4510
Total Woodland Acres	46589	50579	58887	55345	64619	6695
Value Livestock/Livestock Pdto Sold (\$1,000)	\$4,080	\$10,844	\$9,197	\$10,493	\$10,000	\$4,53
Cattle Inventory	11320	18750	16835	23322	24760	1783
Hog and Pig Inventory	574	2011	3976	4568	6083	329
Value of Land and Buildings per Farm	\$498,805	\$575,501	\$433,835	\$427,564	\$456,118	\$194,09
Value of Machinery, Equipment per Farm	\$24,207	\$26,932	\$23,459	\$27,312	\$22,855	\$16,93
Value of Hired Farm Labor (\$1,000)	\$3,110	\$3,222	\$3,692	\$2,911	\$2,305	\$1,60
Value of Purchased Livestock Feed (\$1,000)	\$1,022	\$3,863	\$2,765	\$3,795	\$2,936	\$1,99
Value of Fertilizer Purchased (\$1,000)	\$1,384	\$1,351	\$1,760	\$1,810	\$1,249	\$1,22
Value of Ag Chemicals Purchased (\$1,000)	\$693	\$1,063	\$611			
Value of Energy Consumed (\$1,000)	\$710	\$975	\$1,242	\$1,203	\$803	
Value of Interest Expenses (\$1,000)	\$997	\$821	\$1,387	\$2,143		
Property Taxes Paid (\$1,000)	\$808	\$501	\$426			
Total Farm Expenses (\$1,000)	\$12,637	\$18,451	\$17,598			
Net Cash Returns from Sales (per farm)	\$7,005	\$9,523	\$-1,912			
Government Payments Received (\$1,000)	\$351	\$467	\$825			

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[Return to Jefferson County Home Page](#)

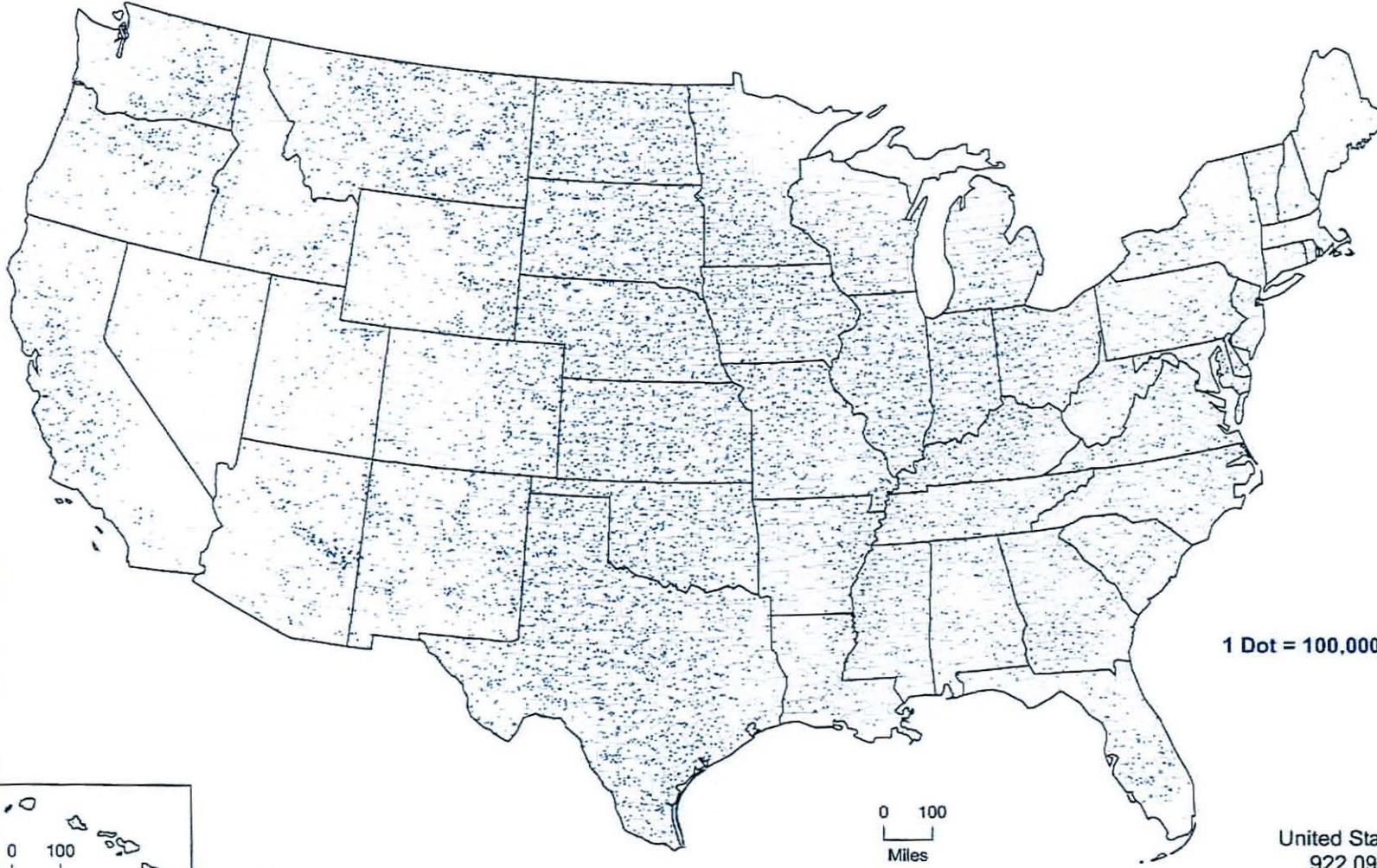
Last update Wednesday, March 03, 2010

210,434  
[View My Stats](#)

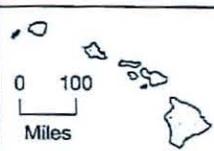
0 200  
Miles



## Acres of Land in Farms: 2007



1 Dot = 100,000 Acres



0 100  
Miles

0 100  
Miles

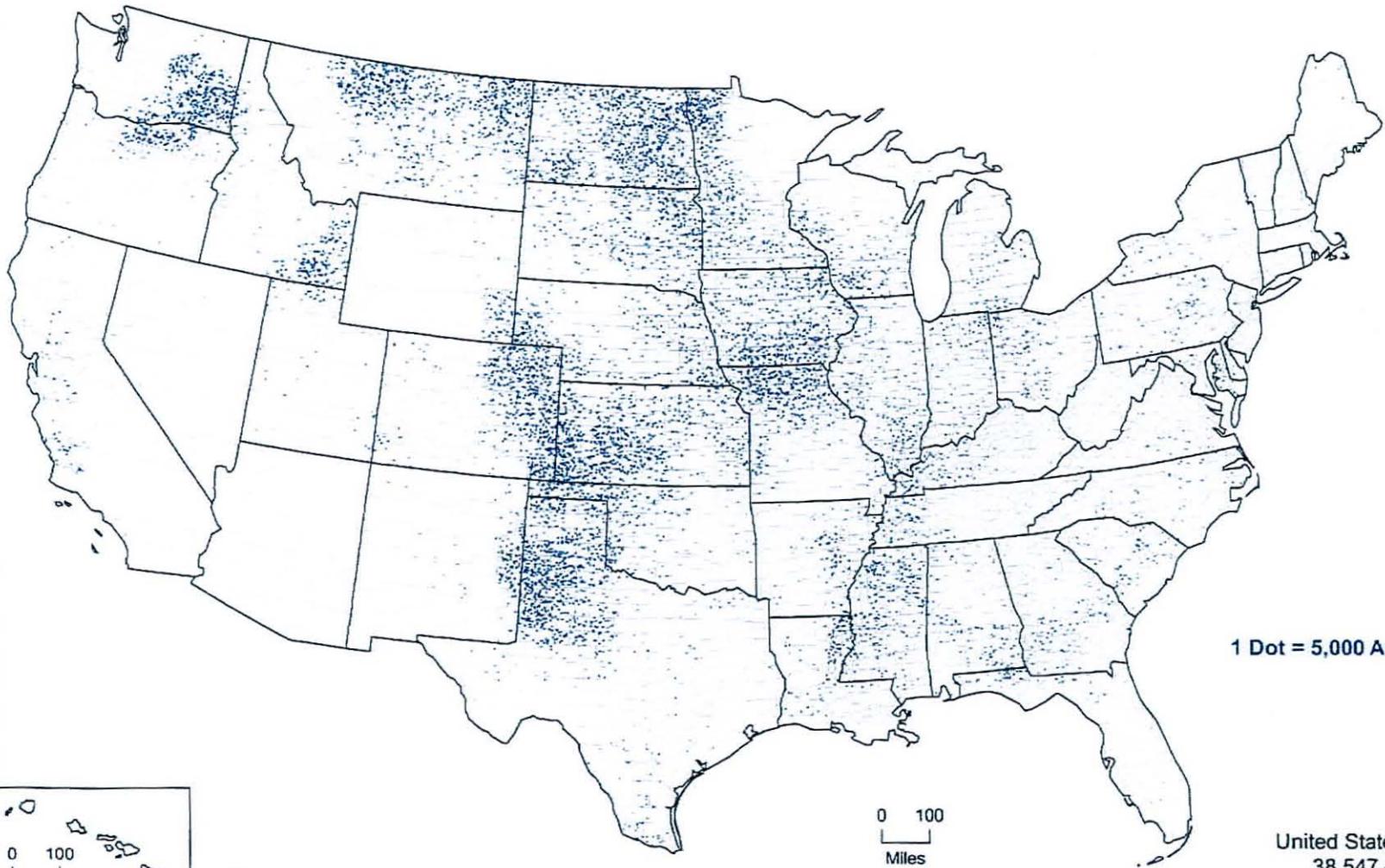
United States Total  
922,095,840

2007 Census of Agriculture

07-M077  
U.S. Department of Agriculture, National Agricultural Statistics Service

# Acres Enrolled in the Conservation Reserve, Wetlands Reserve, Farmable Wetlands, or Conservation Reserve Enhancement Programs: 2007

0 200  
Miles



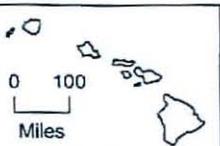
1 Dot = 5,000 Acres

0 100  
Miles

United States Total  
38,547,450

2007 Census of Agriculture

0 100  
Miles



07-M094  
U.S. Department of Agriculture, National Agricultural Statistics Service



3

1 Dot =

Un

# Tab J

## Environmental Justice

No adverse environmental impact. Activity to benefit low-income, elderly households.  
No environmental injustice is noted

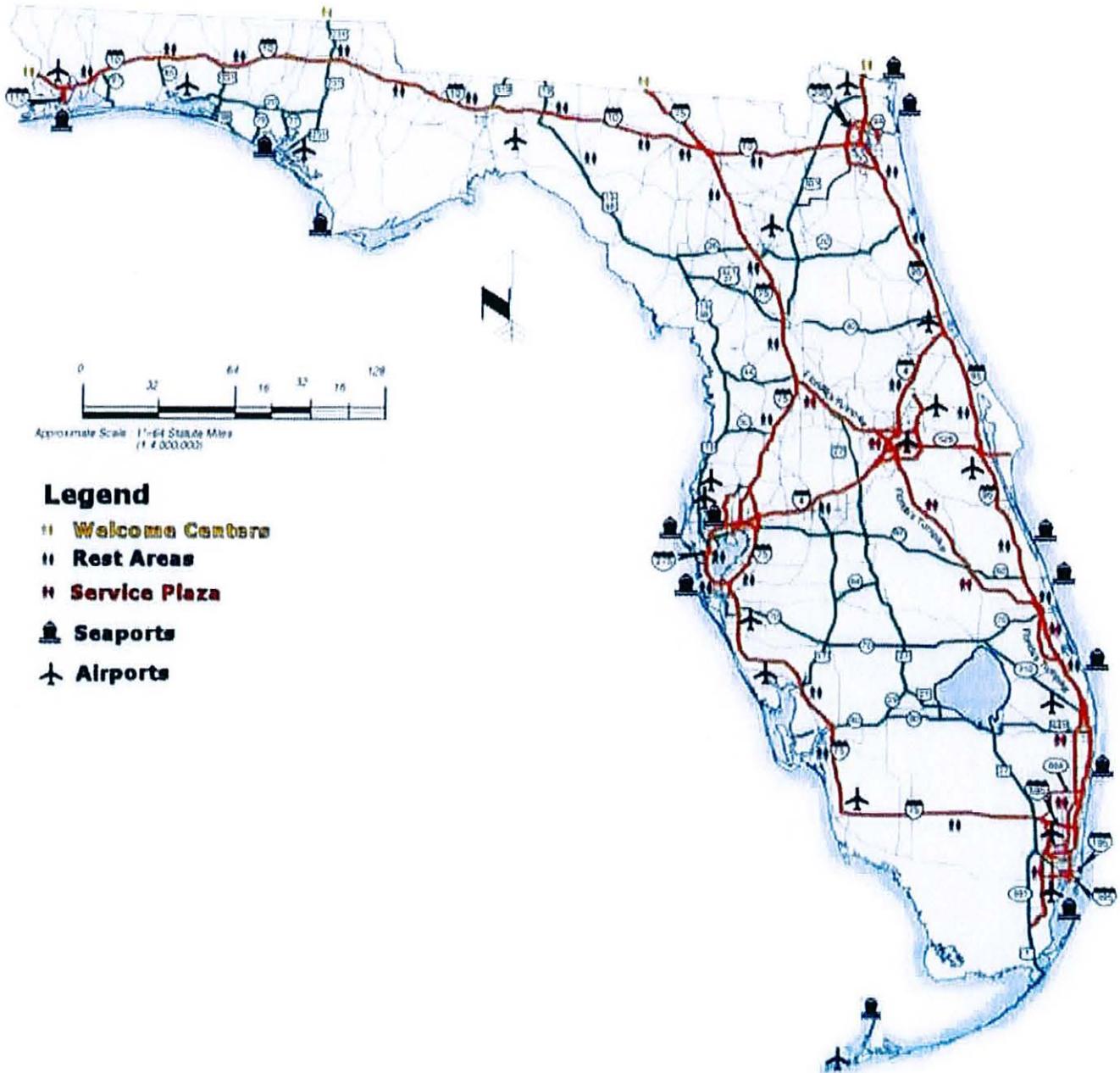
# Tab K

## Noise Abatement and Control

Disaster projects are not subject to noise analysis. All other projects outside of Disaster projects will be evaluated once projects have been identified

Public Information Office  
Dick Kane

- [Text version](#)
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- [Seaports](#)
- [Service Plazas](#)
- [Welcome Centers](#)



# Tab L

## Explosive and Flammable Operations

Project will not result in an increased number of people being exposed to hazardous operations by increasing residential densities; therefore provision does not apply.

# Tab M

## Hazardous, Toxic or Radioactive Materials

Appropriate testing for lead-based paint and asbestos will be conducted as required for housing rehabilitation projects.

# Tab N

## Airport Clear Zones/Runway Clear Zones

No location in the program is within 3000 feet of a civilian airport or 2.5 miles of military airport. Therefore, provision does not apply.



December 14, 2010

[Aviation Office](#)

[Learn more about](#) the National Highway Traffic Safety Administration (NHTSA).

Main Level Navigation

Information By Topic  
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... Please Select One ...

Office Level Navigation

**Aviation Office**  
605 Suwannee Street, MS 46  
Tallahassee, FL 32399-0450  
Phone: (850) 414-4500  
Fax: (850) 414-4508  
[aviation.fdot@dot.state.fl.us](mailto:aviation.fdot@dot.state.fl.us)

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Safety Info  
... Please Select One ...

System Info  
... Please Select One ...

Resources  
... Please Select One ...

FDOT Facilities



### Florida's Public Airports

Select an airport below for facility information or click anywhere on the map to ZOOM IN for a closer view :

- Commercial Service
- General Aviation Reliever
- General Aviation
- Helipod
- Seaplane Base

**Basic Facility Search**

Facility Ownership: Public  Private  Military

Facility Type: All

FDOT District: All  1  2  3  4  5  6  7

Associated City:

County: All

CFASPP Region: All

Facility ID:

Facility Name:





Notes

**Trip to:**  
 Tallahassee Regional Airport (TLH)  
 3300 Capital Cir SW  
 Tallahassee, FL 32310  
 (850) 891-7800  
**40.41 miles**  
**42 minutes**

 <b>Monticello, FL 32345</b>	<b>Miles Per Section</b>	<b>Miles Driven</b>
 1. Start out going SOUTHEAST toward US-19 / S JEFFERSON ST / SR-57 / FLORIDA-GEORGIA PKWY.	<b>Go 0.01 Mi</b>	0.01 mi
  2. Take the 1st RIGHT onto US-19 S / S JEFFERSON ST / SR-57 S / FLORIDA-GEORGIA PKWY. Continue to follow US-19 S / SR-57 S / FLORIDA-GEORGIA PKWY.	<b>Go 4.9 Mi</b>	4.9 mi
  3. Merge onto I-10 W toward TALLAHASSEE.	<b>Go 29.0 Mi</b>	33.9 mi
 4. Take the SR-263 / CAPITAL CIRCLE NW exit, EXIT 196, toward REGIONAL AIRPORT.	<b>Go 0.4 Mi</b>	34.2 mi
  5. Turn LEFT onto SR-263 S / CAPITAL CIR NW. <i>If you reach I-10 W you've gone about 0.3 miles too far</i>	<b>Go 6.2 Mi</b>	40.4 mi
 6. 3300 CAPITAL CIR SW. <i>Your destination is 0.1 miles past GENERAL AVIATION                      If you are on CAPITAL CIR SW and reach S LAKE BRADFORD RD                      you've gone about 0.6 miles too far</i>	<b>Go 0.01 Mi</b>	40.4 mi
<b>B</b> <b>Tallahassee Regional Airport (TLH)</b> 3300 Capital Cir SW, Tallahassee, FL 32310 (850) 891-7800	<b>40.4 mi</b>	<b>40.4 mi</b>

**Total Travel Estimate: 40.41 miles - about 42 minutes**



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# Tab O

## Flood Disaster Protection Act

The County participates in the National Flood Insurance Program (NFIP). Rehabilitated property must be fully insured for the entire period of the Deferred Payment Loan Agreement. As part of this grant applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones shall be ranked behind non-flood plain applicants.

# Tab P

## Coastal Barrier Islands

This is a rehabilitation project of existing housing units, no new construction



John H. Chafee Coastal Barrier Resources System  
Habitat and Resource Conservation

- Habitat and Resource Conservation Home
- Kids and Educators
- About Us

- Clean Water Act Section 404
- Coastal Barrier Resources Act
- Coastal Program
- Communication Towers
- Fish and Wildlife Coordination Act
- Hydropower Licensing
- Marine Mammals
- National Environmental Policy Act
- National Wetlands Inventory
- Oil and Gas
- Partners for Fish and Wildlife Program
- Sikes Act
- Status and Trends
- Transportation Planning
- Water Resource Development Acts
- Wind Energy

## What are Coastal Barriers?

Coastal barriers are unique land forms that provide protection for diverse aquatic habitats and serve as the mainland's first line of defense against the impacts of severe coastal storms and erosion. Located at the interface of land and sea, the dominant physical factors responsible for shaping coastal land forms are tidal range, wave energy, and sediment supply from rivers and older, pre-existing coastal sand bodies. Relative changes in local sea level also profoundly affect coastal barrier diversity.

### Coastal barriers:

- Consist primarily of unconsolidated sediments (sand, gravel, etc.);
- are subject to wind, wave, and tidal energies;
- are subject to the impacts of coastal storms and sea-level rise;
- buffer the mainland from the impact of storms;
- include associated landward aquatic habitats that are protected from direct wave attack by the fastland (non-wetland) portion of the coastal barrier; and
- protect and maintain productive estuarine systems which support the Nation's fishing and shellfishing industries;

## Types of Coastal Barriers

Coastal barriers may be described by their relationships to the mainland as bay barriers, tombolos, barrier spits, and barrier islands. Additional areas which function as coastal barriers include dune and beach barriers, and fringing mangroves. The term "mainland" includes the continental land mass as well as large islands such as Long Island, New York and the



## U.S. Fish & Wildlife Service

John H. Chafee Coastal Barrier Resources System  
Habitat and Resource Conservation

Habitat and Resource  
Conservation Home

Kids and Educators

About Us

Clean Water Act  
Section 404

Coastal Barrier  
Resources Act

Coastal Program

Communication Towers

Fish and Wildlife  
Coordination Act

Hydropower Licensing

Marine Mammals

National Environmental  
Policy Act

National Wetlands  
Inventory

Oil and Gas

Partners for Fish and  
Wildlife Program

Sikes Act

Status and Trends

Transportation Planning

Water Resource  
Development Acts

Wind Energy



Division of Habitat and  
Resource Conservation  
4401 N. Fairfax Drive, Suite  
840

# !!!!WHAT'S NEW!!!!

## Congress Considers Modification of Four CBRS Units in Rhode Island

The U.S. Fish and Wildlife Service has prepared a draft revised map for four CBRS units, Sachuest Point Unit RI-04P, Easton Beach Unit RI-05P, Almy Pond Unit RI-06, and Hazards Beach Unit RI-07, located in Newport County, Rhode Island. The revised map is the subject of legislation, H.R. 5331, under consideration by Congress.

[Draft Map \(Existing and Proposed Boundaries\)](#)

[Draft Map \(Proposed Boundaries\)](#)

[Summary of Proposed Changes](#)

[H.R. 5331](#)

[U.S. Fish and Wildlife Service Testimony](#)

The [Coastal Barrier Resources Act](#) (CBRA) of 1982 established the John H. Chafee Coastal Barrier Resources System (CBRS), comprised of undeveloped coastal barriers along the Atlantic, Gulf, and Great Lakes coasts. The law encourages the conservation of hurricane prone, biologically rich coastal barriers by restricting Federal expenditures that encourage development, such as Federal flood insurance through the National Flood Insurance Program. CBRA is a free-market approach to conservation. These areas can be developed, but Federal taxpayers do not underwrite the investments. CBRA saves taxpayer dollars and encourages conservation at the same time. CBRA has saved over \$1 billion and will save millions more in the future. Approximately 3.1 million acres of land and associated aquatic habitat are part of the CBRS. The Fish and Wildlife Service maintains the repository for CBRA maps enacted by Congress that depict the CBRS. The Service also advises Federal agencies, landowners, and Congress regarding whether properties are in or out of the CBRS, and what kind of Federal expenditures are allowed in the CBRS.

## Coastal Barriers

- [What are Coastal Barriers?](#)
- [Types of Coastal Barriers](#)
- [Location of Coastal Barrier](#)

## HOT TOPICS

### Legislation

[Coastal Barrier Resources Act of 1982](#)  
[Coastal Barrier Improvement Act of 1990](#)  
[Coastal Barrier Resources Reauthorization Act of 2000](#)  
[Coastal Barrier Resources Reauthorization Act of 2005](#)

### Recent Testimony

109th Congress  
108th Congress  
107th Congress  
106th Congress

### Reports

[Report to Congress: John H. Chafee Coastal Barrier Resources System Digital Mapping Pilot Project](#) U.S. Fish and Wildlife Service Report to Congress, 2008

[Coastal Barrier Resources System Status of Development That Has Occurred and Financial Assistance Provided by](#)

Arlington, Virginia 22203  
703/358-2161 & 703/358-2183

- [Secondary Barriers](#)
- [Value of Coastal Barriers](#)
- [Development of Coastal Barriers](#)

U.S. Fish and Wildlife  
Service Contact Us  
Form

U.S. Fish & Wildlife  
Service Home

## **John H. Chafee Coastal Barrier Resources System**

John H. Chafee [Coastal Barrier Resources System Fact Sheet](#)  
John H. Chafee [Coastal Barrier Resources System Map Units](#)

- [What Is Included in the John H. Chafee Coastal Barrier Resources System?](#)
- [Categories of John H. Chafee Coastal Barrier Resources System Units](#)
- [What is an "Undeveloped Coastal Barrier"?](#)
- [Federal Spending Prohibitions](#)
- [Modification of Boundaries](#)
- [U.S. Fish and Wildlife Service Role](#)
- [Accomplishments](#)
- [Map Modernization](#)

## **Maps of Coastal Barrier Resources System**

State Locator Maps

<a href="#">Alabama</a>	<a href="#">Connecticut</a>	<a href="#">Delaware</a>
<a href="#">Florida</a>	<a href="#">Georgia</a>	<a href="#">Louisiana</a>
<a href="#">Maine</a>	<a href="#">Maryland</a>	<a href="#">Massachusetts</a>
<a href="#">Michigan</a>	<a href="#">Minnesota</a>	<a href="#">Mississippi</a>
<a href="#">New Jersey</a>	<a href="#">New York Great Lakes</a>	<a href="#">New York Long Island</a>
<a href="#">North Carolina</a>	<a href="#">Ohio</a>	<a href="#">Puerto Rico</a>
<a href="#">Rhode Island</a>	<a href="#">South Carolina</a>	<a href="#">Texas</a>
<a href="#">Virgin Islands</a>	<a href="#">Virginia</a>	<a href="#">Wisconsin</a>

- [Download Official CBRS Maps](#)
- [Download Digital CBRS Boundaries](#)

## **Digital Mapping Pilot Project**

The U.S. Fish and Wildlife Service held a 120-day public comment period from April 7 – August 5, 2009, on its Report to Congress: John H. Chafee Coastal Barrier Resources System Digital Mapping Pilot Project. The report, which was directed by the Coastal Barrier Resources Reauthorization Act of 2000 (P.L. 106-514), contains draft maps for 70 CBRS units and describes the results of the pilot project and a framework for modernizing the remainder of the CBRS maps. The 70 pilot project units, which represent approximately 10

[Federal Agencies](#)  
General Accounting Office Report to Congress, March 2007

[The Coastal Barrier Resources Act: Harnessing the Power of Market Forces to Conserve America's Coasts and Save Taxpayers' Money](#) U.S. Fish and Wildlife Service Report to Congress, August 2002

[Coastal Barriers: Development Occurring Despite Prohibitions Against Federal Assistance](#)  
General Accounting Office Report to Congress, July 1992

percent of the entire CBRS, are located in Delaware, North Carolina, South Carolina, Florida and Louisiana.

The Service plans to review all comments received during the comment period and make adjustments to the pilot project maps, as appropriate, based on CBRA's criteria and objective mapping protocols. The Service will create a set of final recommended maps to address the comments made during the public comment period and to update the underlying base maps with newer aerial imagery. The final recommended maps will be included in a report to Congress, per the directives of the Coastal Barrier Resources Reauthorization Act of 2005 (P.L.109-226). The pilot project maps will not become effective until they are enacted by Congress through new legislation.

[Report to Congress](#)

[Draft Maps and Digital Boundaries](#)

[List of Pilot Project Units](#)

[News Release - April 7, 2009](#)

[News Release - June 29, 2009](#)

[Fact Sheet](#)

[Notice of Availability of Report and Draft Maps](#)

[Notice of Extension and Public Meetings](#)

[Virtual Public Meeting Presentation \(pdf\)](#)

For more information about the Coastal Barrier Resources System send [e-mail](#) or contact:

Katie Niemi

U.S. Fish and Wildlife Service

Division of Habitat and Resource Conservation, Room 860

4401 N. Fairfax Drive

Arlington, VA 22203

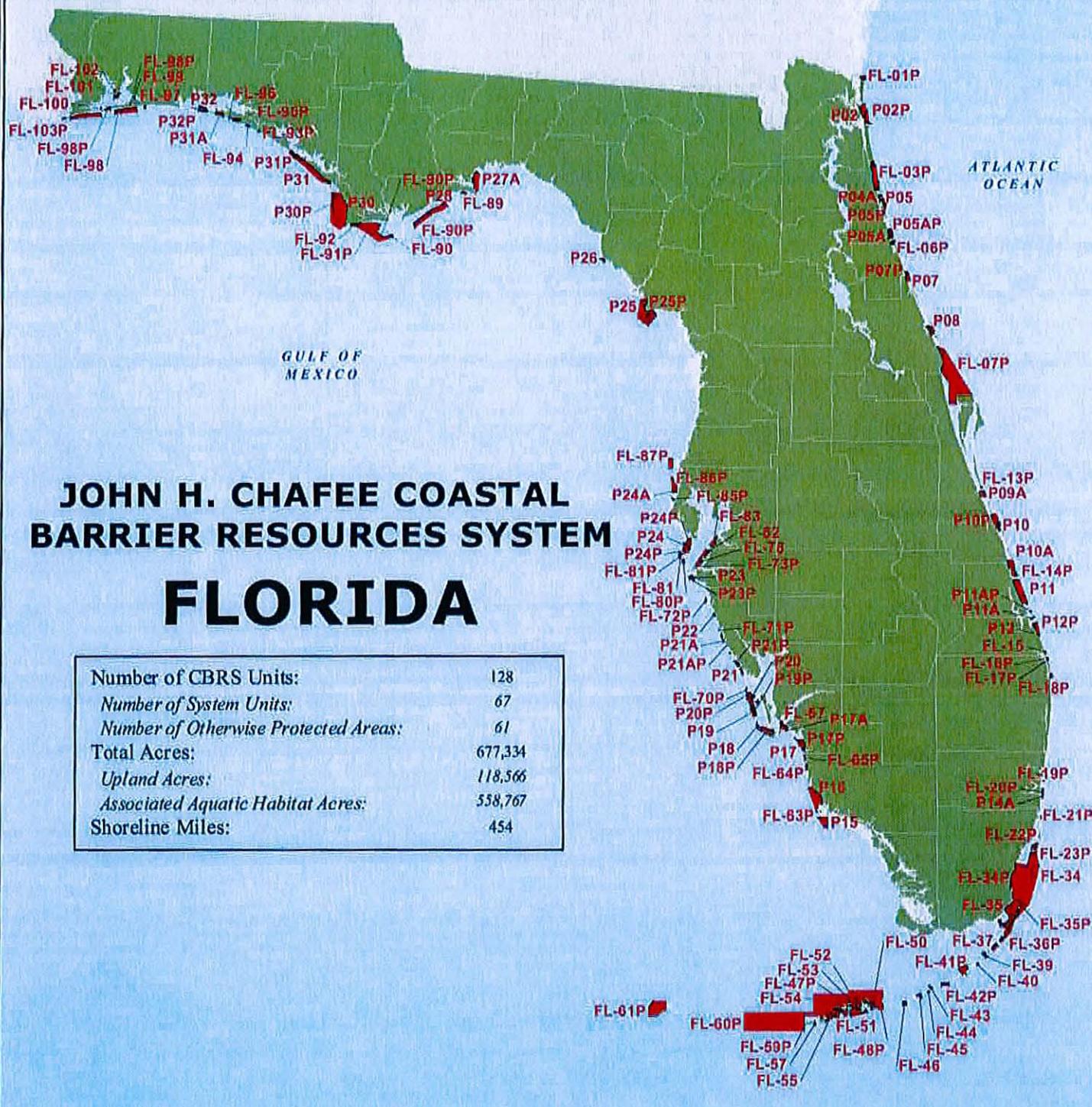
Phone: (703) 358-2161

Last updated: August 17, 2010

[Fisheries and Habitat Conservation](#)

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[DOI Inspector General](#)





# JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM FLORIDA

Number of CBRS Units:	128
Number of System Units:	67
Number of Otherwise Protected Areas:	61
Total Acres:	677,334
Upland Acres:	118,566
Associated Aquatic Habitat Acres:	558,767
Shoreline Miles:	454

Boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) shown on this map were transferred from the official CBRS maps for this area and are depicted on this map (in red) for informational purposes only. The official CBRS maps are enacted by Congress via the Coastal Barrier Resources Act, as amended, and are maintained by the U.S. Fish and Wildlife Service. The official CBRS maps are available for download at [http://www.fws.gov/habitatconservation/coastal\\_barrier.html](http://www.fws.gov/habitatconservation/coastal_barrier.html).

# Tab Q

## Airport Runway Clear Zone or Clear Zone Disclosure

Not in a clear zone area; this is rehabilitation not new construction. No written notification required. No location in the program is within 3000 feet of a civilian airport or 2.5 miles of military airport.



Notes

## Trip to:

Tallahassee Regional Airport (TLH)

3300 Capital Cir SW

Tallahassee, FL 32310

(850) 891-7800

40.41 miles

42 minutes

<b>A</b>	<b>Monticello, FL 32345</b>	<b>Miles Per Section</b>	<b>Miles Driven</b>
●	1. Start out going SOUTHEAST toward US-19 / S JEFFERSON ST / SR-57 / FLORIDA-GEORGIA PKWY.	Go 0.01 MI	0.01 mi
➔	 2. Take the 1st RIGHT onto US-19 S / S JEFFERSON ST / SR-57 S / FLORIDA-GEORGIA PKWY. Continue to follow US-19 S / SR-57 S / FLORIDA-GEORGIA PKWY.	Go 4.9 Mi	4.9 mi
↑	 3. Merge onto I-10 W toward TALLAHASSEE.	Go 29.0 Mi	33.9 mi
EXIT	4. Take the SR-263 / CAPITAL CIRCLE NW exit, EXIT 196, toward REGIONAL AIRPORT.	Go 0.4 Mi	34.2 mi
↶	 5. Turn LEFT onto SR-263 S / CAPITAL CIR NW. <i>If you reach I-10 W you've gone about 0.3 miles too far</i>	Go 6.2 MI	40.4 mi
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<b>B</b>	<b>Tallahassee Regional Airport (TLH)</b> 3300 Capital Cir SW, Tallahassee, FL 32310 (850) 891-7800	40.4 mi	40.4 mi

Total Travel Estimate: **40.41 miles - about 42 minutes**



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**JEFFERSON BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**TO:** The Honorable Chairman and Members of the Board of County Commissioners

**FROM:** Roy Schleicher, County Coordinator

**DATE:** August 13, 2010

**SUBJECT:** Request for Proposal for Program Administrative Services-Community Development Block Grant and Other Related Programs

**DEPARTMENT:** Jefferson County Grants Department

---

**BACKGROUND:** Jefferson County requested proposals from individuals or firms to provide administration services for grant/loan funded projects for community and economic development. The County has applied for a \$197,111 2008 Community Development Block Grant Disaster Recovery grant through the Florida Department of Community Affairs. Funds under this program must be used to repair damage to homes impacted by Tropical Storm Fay. The County also applied for a FFY2009 or FFY2010 Florida Small Cities Community Development Block Grant up to \$750,000 under the Housing, Neighborhood or Economic Development categories. Additionally, Jefferson County may seek other similar funding sources through various community development programs available to support housing, infrastructure and other economic development priorities of the County for which services by the selected individual or firm may be requested at the discretion of the County Commission on an ongoing basis. Such sources of funding shall be sought, developed, and managed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not be limited to: SHIP, HUD Section 8, FDEM, USDOC Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Special Appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources, which may be applicable to the County's needs.

**RECOMMENDATION:** To approve Meridian Community Services Group, Inc., the only firm that applied for Program Administrative Services for the Community Development Block Grant Disaster Recovery and for FFY2009 or FFY 2010 Florida Small Cities community Development Block Grant.



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE, ROOM 10; MONTICELLO, FLORIDA 32344

---

<b>Stephen G. Fulford</b>	<b>John Nelson</b>	<b>Hines F. Boyd</b>	<b>Betsy Barfield</b>	<b>Danny Monroe, III</b>
District 1, Chair	District 2	District 3	District 4	District 5

---

January 4, 2010

Ms. Jackie Dupree, Community Program Administrator

Florida Department of Community Affairs

Bureau of Community Development

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

RE: Sole Source Request for Waiver - FFY 2009 Small Cities CDBG Funding Cycle

Dear Ms. Dupree:

On May 14, 2010, Jefferson County advertised in the Tallahassee Democrat, a state-wide, daily newspaper, requesting proposals for Program Administration Services for the FFY 2009 Small Cities CDBG funding cycle. A proof of publication and the selection criteria is attached for your review.

Proposals were due in our office at 4:00 p.m. on May 28, 2010. We received only one (1) proposal for Program Administration Services, which was Meridian Community Services Group, Inc.

In that we feel Jefferson County utilized sufficient sources in requesting proposals, and that repeating the same process would only prove a waste of time and money, we are requesting approval of the competitive bidding process used for the Program Administration Services.

We appreciate any assistance rendered to expedite this issue. If you have any questions, please feel free to contact me.

Sincerely,

Stephen G. Fulford, BOCC Chairman

---

<b>Kirk Reams</b>	<b>Roy M. Schleicher</b>	<b>T. Buckingham Bird</b>
Clerk of Courts	County Coordinator	County Attorney

---

**JEFFERSON COUNTY, FLORIDA  
CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM ADMINISTRATION SERVICES**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Jefferson County Commission (hereinafter the OWNER) and Meridian Community Services Group, Inc., (hereinafter MERIDIAN). This Contract shall become effective immediately, with Program Administration Services subject to the beginning date of the OWNER's Grant Award Agreement between the OWNER and the Florida Department of Community Affairs (hereinafter DCA).

WHEREAS, the OWNER has solicited for competitive proposals, and selected MERIDIAN to perform Program Administration Services for a Community Development Block Grant (CDBG) for the FFY 2009 and/or 2010 funding cycle.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the OWNER and MERIDIAN agree as follows:

A. Covenant for Services

The OWNER does hereby contract with MERIDIAN to perform the services described herein and MERIDIAN does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from the DCA. MERIDIAN shall be paid in accordance with Section D of this Contract. The OWNER's Grant Award Agreement from DCA shall become part of this Contract consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.

C. Scope of Services

(1) Intent of this Contract

MERIDIAN agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the OWNER's FFY 2009 and/or 2010 CDBG project in compliance with applicable laws and regulations.

(2) Scope of Services – Program Administration Services

- Representation during site visits and monitorings
- Develop project information management and filing system
- Develop project financial management system for receiving and disbursing funds
- Maintain project account records
- Develop Workplans for project contract document
- Preparation of project contract document
- Develop budget for project contract
- Environmental Review
- Oversight of project schedule and compliance
- Coordination with other agencies and contracts, as necessary
- Request Wage Decisions
- Budget tracking
- Review bid documents and contract documents for compliance
- Conduct Preconstruction Conference
- Oversight of citizen complaint process
- Monitor contractor, engineer, and construction specialist progress
- Supervision of payment authorizations
- Develop and process amendments, as needed
- Review change orders and amendments for compliance, as needed
- Provide regular project status reports to Commission
- Monitor all project activity to ensure compliance
- Provide all other necessary technical assistance
- Review final change order, pay request, and construction documents
- Balance final project budget
- Gather all necessary supporting documents
- Prepare documents for administrative/financial close out
- Prepare final status report

If the Grant Award Agreement between the OWNER and DCA is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

D. Consideration and Method of Payment for Services

(1) Amount of Consideration

For Program Administration Services, for a Housing Rehabilitation grant the OWNER will pay MERIDIAN the sum of 14.0% of the grant award, subject to availability of grant funds. The OWNER shall issue the fee amount to MERIDIAN over a period of twelve (12) months. MERIDIAN shall receive the sum of \$5,000 upon submission to the OWNER all materials required for Release of Funds as specified in the OWNER's Grant Award Agreement from DCA. The remaining portion of MERIDIAN's lump sum fee shall be paid in 11 equal monthly payments. If the project is completed in less than 12 months, the balance of the administration fee will be paid to MERIDIAN after completion and submission of the Closeout Status Report to DCA.

(2) Method of Payments

MERIDIAN will submit a monthly invoice, which will reflect an equal monthly amount due for a CDBG Housing Rehabilitation grant. The invoice shall be submitted to the OWNER for the OWNER's review and approval. Payment will be issued within fourteen (14) days of approval of the invoice, subject to availability of project funds.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract. Additional services shall include additional project management due to construction delays beyond the construction contract period. The liquidated fee clause established in the construction contract would be utilized to pay for the additional services caused by the construction delays.

E. Subcontracts

(1) If MERIDIAN subcontracts any of the work required under this Contract, MERIDIAN agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the OWNER.

(2) MERIDIAN agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the DCA, the OWNER and MERIDIAN from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to MERIDIAN will not be amended without mutual agreement of the OWNER and MERIDIAN, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above.

(3) If termination for default is effected by the OWNER, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to MERIDIAN at the time of termination may be adjusted to cover any additional costs to the OWNER because of MERIDIAN's default.

For any termination, the equitable adjustment shall provide for payment to MERIDIAN for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by MERIDIAN relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, MERIDIAN shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by MERIDIAN in performing this Contract, whether completed or in process.

(5) Upon termination, the OWNER may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of MERIDIAN to fulfill contractual obligations, it is determined that MERIDIAN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

#### H. Remedies

Unless otherwise provided in this Contract, all other matters in question between the OWNER and MERIDIAN, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Jefferson County, Florida.

#### I. Liability

(1) MERIDIAN shall be responsible for all damages to persons or property that occur as a result of MERIDIAN's fault or negligence in connection with work performed under the provisions of this Contract, and MERIDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the OWNER. MERIDIAN maintains \$1,000,000 of Professional Liability Insurance, \$2,000,000 of General Liability Insurance, \$1,000,000 of Automobile Liability Insurance and \$100,000 per accident of Workers Compensation and Employers' Liability Insurance through Sun Coast Insurance and will do so throughout the course of the project. Documentation regarding insurance will be made available upon request.

(2) MERIDIAN shall indemnify and save harmless the OWNER, its agents, and employees from liability for any injury or damages to persons or property resulting from MERIDIAN's prosecution of work pursuant to the provisions of this Contract.

#### J. Energy Efficiency

MERIDIAN shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### K. Project Representatives

The OWNER's Project Manager for this Contract is: Lisa A. Blair.

MERIDIAN's Project Grants Manager responsible for the planning and application services of this Contract is Lisa A. Blair, President, Meridian Community Services Group, Inc., P.O.

Box 13408, Tallahassee, FL 32317. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

L. Terms and Conditions

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

M. Eligibility

MERIDIAN certifies that it is eligible to receive state and federally funded contracts. MERIDIAN also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

N. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, MERIDIAN shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

O. Federal Statutory Requirements

When applicable, MERIDIAN and the OWNER shall comply with the provisions contained in Attachment A and incorporated herein.

P. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A, "Federal Provisions", consisting of three (3) pages.
- (2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- (3) Attachment C, "Fee Schedule", consisting of one (1) page.
- (4) Attachment D, "Sworn Statement on Public Entity Crimes", consisting of two (2) pages.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

MERIDIAN COMMUNITY SERVICES GROUP, INC.

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

Name and Title: Lisa A. Blair, President

Attest: \_\_\_\_\_

JEFFERSON COUNTY

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

Name and Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**ATTACHMENT A**  
**FEDERAL PROVISIONS**

**1. Equal Employment Opportunity**

During the performance of this Contract, MERIDIAN agrees as follows:

a. MERIDIAN will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. MERIDIAN will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. MERIDIAN agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.

b. MERIDIAN will, in all solicitation or advertisements for employees placed by or on behalf of MERIDIAN, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. MERIDIAN will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. MERIDIAN will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. MERIDIAN will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the OWNER and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of MERIDIAN's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and MERIDIAN may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. MERIDIAN will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. MERIDIAN will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event

MERIDIAN becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, MERIDIAN may request the United States to enter into such litigation to protect the interests of the United States.

**2. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**3. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

**4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities**

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. MERIDIAN will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. MERIDIAN will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. MERIDIAN will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance

provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**5. Access and Retention to Records**

The OWNER, the DCA, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of MERIDIAN which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. MERIDIAN shall retain all records relating to this Contract for six (6) years after the OWNER makes final payment and all other pending matters are closed.

## ATTACHMENT B

### SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. MERIDIAN will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, MERIDIAN will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, MERIDIAN will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. MERIDIAN will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. MERIDIAN will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. MERIDIAN shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
7. MERIDIAN is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C

FEE SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

<u>Description</u>	<u>Fee*</u>
Principal	\$225.00 per hour
Project Manager	\$150.00 per hour
Financial Services Manager	\$140.00 per hour
Construction Manager	\$110.00 per hour
Construction Inspector	\$ 85.00 per hour
Accounting/Budget Specialists	\$ 85.00 per hour
Administrative Assistant	\$ 45.00 per hour

\*Please note that all fees include overhead, profit, travel, office supplies, benefits, etc.

ATTACHMENT D

SWORN STATEMENT UNDER  
SECTION 287.133(3)(a), Florida Statutes,  
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Jefferson County by Lisa A. Blair, President for MERIDIAN Community Services Group, Inc., whose business address is Post Office Box 13408, Tallahassee, Florida 32317, and its Federal Employer Identification No. (FEIN) is 20-0021782.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X  Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Personally known  X

\_\_\_\_\_  
or Produced Identification

\_\_\_\_\_  
Notary Public - State of Florida

\_\_\_\_\_  
(Type of Identification)

My commission expires:

\_\_\_\_\_  
(Printed, typed or stamped  
commissioned name of notary public)



# Apalachee Regional Planning Council

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

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December 7, 2010

The Honorable Stephen Fulford, Chairman  
Jefferson County Board of Commissioners  
Jefferson County Courthouse, Room 10  
Monticello, FL 32344

Re: Apalachee Regional Planning Council 2011 Appointments

Dear Chairman Fulford:

Pursuant to *Florida Administrative Code*, Chapter 29L-1, Jefferson County is entitled to have three representatives on the Apalachee Regional Planning Council (ARPC). Two of these representatives are appointed locally by the Board of County Commissioners; one must be a county-elected official and one must be a municipal-elected official. The Governor appoints the third representative.

Enclosed is an appointment form listing Jefferson County's current appointees to the Council. You may re-appoint elected officials currently serving on the ARPC Board; however, due to changes resulting from recent elections and reorganizations, it may be necessary for you to appoint new representatives.

Also enclosed is the 2010 attendance record for Apalachee Regional Planning Council members from Jefferson County. It is very important for both the County and the Council that the appointed representatives attend and participate in Council meetings. Decisions are made that directly affect local governments of the Apalachee region as well as its constituents.

You will need to return the enclosed appointment form to the Council office as soon as an appointment determination has been made. Please do not hesitate to contact Council staff if you have any questions or need any additional information. Your continued support and cooperation are greatly appreciated.

Sincerely,

Kendall Wade  
Chairman

cc: Roy Schleicher, Administrator



JEFFERSON COUNTY FIRE RESCUE  
INTER-OFFICE MEMORANDUM

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TO: Honorable Chairman and  
Members of the Board of  
County Commissioners

DATE: 12/22/2010

THRU: Roy Schleicher  
County Coordinator

SUBJECT: Contracted Debt Collection Services—  
NCSPlus, Inc.

FROM: Mark Matthews  
Chief, Fire Rescue

REFERENCE: Pasco County BCC  
Bid No. 09-154

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It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners (BCC).

DESCRIPTION AND CONDITIONS:

Pursuant to Section V-A-3), Competitive Bidding Waived, of the Purchasing Policy, authorization is requested to utilize ("piggyback") a contract awarded by the Pasco County Board of County Commissioners for debt collection services. This contract was awarded to NCSPlus, Inc. by the Pasco Board of County Commissioners on January 23, 2010 after conducting a competitive RFP process. Pasco County partnered with the Florida Association of Counties (FAC) to offer this service to local governments as one of FAC's Enterprise Programs.

Fire Rescue requests authorization to utilize the above-referenced award to collect debts owed to the county. Because of the direct effect that collection of funds owed to the county has on revenue, these services are viewed as essential to supporting the county's operations.

Considering the urgency of the need and the impact on revenue, the Fire Rescue finds that utilizing the above-referenced Pasco County award is timely, in the County's best interest and represents the best value. The manner in which Pasco County solicited and evaluated the competitive sealed bids in this case appears reasonable and consistent with the process prescribed in the Jefferson County Purchasing Policy.

ALTERNATIVE AND ANALYSIS:

1. Approve staff's recommendation.
2. Disapprove staff's recommendation whereby specifications will be developed and bids solicited for this service.

RECOMMENDATION AND FUNDING:

Jefferson County Fire Rescue recommends that process prescribed in Section IV # (A-3), Informal Competitive Purchases, of the Purchasing Policy, be waived and a purchase order for 500 claims in the amount of **\$6,300.00** be issued to NCSPlus, Inc., for the services described in Pasco County RFP 09-154.

Fire Rescue further requests authorization for additional claim purchases to increase the resulting blanket purchase order, if necessary, without further BCC approval, contingent upon a net positive recovery from the initial purchase.

Funds for these services are available in EMS Budget line-320 for the 2010-11 Fiscal Year Budget.

ATTACHMENTS:

1. Pasco County Master Agreement
2. Level 1 price list

Respectfully,

Mark Matthews  
Chief, Fire Rescue



*Our Only Business is Putting Money Into your Business*

**PROPOSAL**  
For  
**Collection Services**

PREPARED FOR:

**Jefferson Fire/Rescue**  
**NCSPlus Cash Recovery System**  
**Comprehensive Collections Program**

**Based on Pasco County RFP 09-154 awarded to NCSPlus 1/26/10**

**PREPARED BY:**

**Harve Platig**  
**National Account Executive**  
**NCSPlus, Inc.**  
**(321) 332-7578**  
[hplatig@ncsplus.com](mailto:hplatig@ncsplus.com)

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### **Current Situation**

Up to 40% in delinquent patient balances annually  
Approx 700+ delinquent accounts per year  
Average Delinquent Account = Approx \$300

### **Proposed Solution with Projections**

Piggyback on Pasco Agreement (See attached Pasco Proposal as awarded\*)  
500 claim initial purchase\*\*  
Total Batch Value to be collected = \$150,000  
Average Delinquent Account = \$300  
Total Estimated Recoveries = \$30,000  
Percent Recovery = 20%  
Estimated Fees = \$6,300  
Netback on Recovery = \$23,700  
More Recovery = Phase II Collections (optional)

### **Guaranteed Results**

500 claim initial purchase  
Total Batch Value to be collected = \$150,000  
Average Delinquent Account = \$300  
Total Guaranteed Recoveries = \$25,200  
Recovery of 400% of Purchase Price  
Estimated Fees = \$6,300  
Guaranteed Netback on Recovery = \$18,900  
More Recovery = Phase II Collections (optional)

### **NCSPlus Level I Service**

Level I Service to Include at minimum:

Five Letter Set  
Employment Verification Letter  
User controlled web portal  
Payments Directly to County (Phase I)  
Continuous reporting functions  
Attorney Demand Letter  
Credit Reporting  
3 phone calls (includes nights, weekends, predictive dialing technology, professional collectors)  
400% ROI Guarantee in Phase I  
Transfer to Phase II for contingency collection of uncollected balances  
Special FAC Cumulative Pricing for Jefferson County

\* Pricing sheets attached are most recent and are lower than initial Pasco proposal.

\*\* Due to cumulative pricing, all subsequent orders in contract year begin at low 1000 claim price for any agency of Jefferson County. A smaller initial order is available if you prefer.



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**Some Key Facts:**

Historically, the average collections company has around a 17% success rate

For over 25,000 clients, **NCSPlus** has averaged a success rate of 56%

The typical collections approach costs from 20% to 50% in fees

**NCSPlus** collects for typically less than 10%

**Now more than ever** - Although all collection rates are down in the current economy, **NCSPlus** is still 2-4 times *more effective* than the conventional approach to recovering debt

New York City based **NCSPlus** is a fully licensed national collections company with a 26 year history of serving A-List clients all over the United States. We are licensed and bonded in every state that requires it. We are members of the American Collectors Association. We are endorsed by over 500 business and professional associations nationwide including Connecticut State Medical Society, Ohio State Medical Association, The Florida Homebuilders Association, The National Association of Residential Property Managers, The Florida Medical Association, and we recently became the collections partner of The Florida Association of Counties.

We are a fixed fee collections company with the only Phase I service in the country that includes collection letters, attorney letters, telephoning, and credit reporting. Our strong but diplomatic approach not only collects more money for less, it also does not alienate debtors. We do not skim, score, or cherry pick your accounts. Every account is treated with the same systematic, user controlled approach through our web-based system. We do all the work, and the money is paid directly to you.

**A Sampling of Our National Clients:**

NY City Water Department, Microsoft, Federal Express, American Electric Power, WalMart, Pacific Gas and Electric, Columbia Gas, Harvard, Yale, Marriott, AT&T, Time/Warner, Hewlett Packard, IBM, Mayo Clinic, Columbia-Presbyterian Hospital, NYU Medical, Cardinal Health, Humana, Blue Cross/Blue Shield, Seals Ambulance, Nationwide Ambulance

**Florida Clients Include:**

EMS, Medical, City Governments, Realty, Property Management, Dental Offices, Sign Companies, Marinas, Banks, Attorneys and many more

We give guaranteed results to our users. We form multi-decade relationships due to our effective service and low rates.

We provide local and attentive account service combined with the unparalleled strength and results of our national collections agency, **NCSPlus**.

***Links to some of our outstanding Florida Affiliations and Sponsorships***

Florida Association of Counties

[http://www.fl-counties.com/pages/Member\\_Services/Products\\_and\\_Services/Finance/Government\\_Debt\\_Recovery\\_Program.aspx](http://www.fl-counties.com/pages/Member_Services/Products_and_Services/Finance/Government_Debt_Recovery_Program.aspx)

Florida Medical Association

[http://www.fmaonline.org/Layout\\_1Column.aspx?pageid=2924](http://www.fmaonline.org/Layout_1Column.aspx?pageid=2924)

Florida Homebuilders Association

<http://www.fhba.com/docs/vendorchoiceprogram.pdf>

## **NCSPlus Price List for FAC**

### Level 1 Prices

<b>Number of Claims</b>	<b>Unit Price</b>	<b>Total Price</b>
100	\$18	\$1800
250	\$14.40	\$3600
500	\$12.60	\$6300
1000	\$11.70	\$11,700
2000	\$11.25	\$22,500
5000	\$10.80	\$54,000
10,000	\$10.35	\$103,500
25,000	\$9.90	\$247,500

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*Our Only Business is Putting Money Into your Business*

**PROPOSAL**  
For  
**Collection Services**

PREPARED FOR:

**Pasco County**

**NCSPlus Cash Recovery System**

**Comprehensive Collections Program**

PREPARED BY:

**Harve Platig**

**National Account Executive**

**NCSPlus, Inc.**

**(321) 332-7578**

[hplatig@ncsplus.com](mailto:hplatig@ncsplus.com)

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## Attachments

- Attachment 1 – Certifications of Insurance
- Attachment 2 – HIPAA
- Attachment 3 – Senior Management Support
- Attachment 4 – Financial Statement
- Attachment 5 – Acknowledgement of Addenda
- Attachment 6 – NCSPlus Service Agreement
- Attachment 7 – Client Progress Reports
- Attachment 8 – Basic Service Price List

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## Executive Summary

### Corporate Experience and Capacity

1. *The number of years in the debt collection business. If the firm has more than one office location, information should be provided for Florida offices and the Corporate headquarters.*

- **NCSPlus** opened its doors in 1984 and has been in the debt collection business for 25 years.
- The firm has a strong base of field managers and representatives in Florida. All debt collection work is done out of the New York City corporate headquarters. Account management, training and account service functions are provided by the Florida team with strong support from Corporate Offices.
- Corporate Headquarters: 117 East 24<sup>th</sup> Street 5<sup>th</sup> Floor. New York, New York, 10010
- **NCSPlus** Account Service for County: 7200 Westpointe Blvd #1523, Orlando, FL 32835
- Other Florida locations include: Oviedo, Jacksonville, Naples, Windermere, Bradenton, Melbourne, Tampa

2. *Listing of key staff members that will be actively working on collection efforts. Details should include title, years and specific type of collection experience, and any collection industry certifications, honors, or affiliations currently held.*

- Christopher Rehkow – President of **NCSPlus**. Mr. Rehkow has over 30 years of experience in the debt collection industry, including starting the nation's leading fixed fee collections company, **NCSPlus**. He maintains active membership in the American Collectors Association, including all the continuing education certification requirements pertaining thereto. Regarded as an expert in all aspects of debt collection, Mr. Rehkow is actively involved in the daily supervision of all aspects of **NCSPlus**.
- Gary Winston – Director of Association Service Department at **NCSPlus**. Mr. Winston has over 25 years of experience in the debt collection industry. He has been with **NCSPlus** since its founding in 1984. Mr. Winston is responsible for providing premium collection services exclusively to associations and nonprofits such as The Florida Association of Counties and The New York City Water Department (see attachment 7).

- 
- Bill Spencer – Assistant Director of Association Marketing. Mr. Spencer has been with the company for 6 years, providing services to associations, government agencies, and non-profit entities.
  - Eric Carpenter – Vice President of Collections. Mr. Carpenter comes to NCSPlus from years of collections work at Bank of America. He is knowledgeable in all aspects of collections and provides liaison between clients, attorneys, and NCSPlus executive management, particularly in Phase II and litigation matters.
  - Jonathan Rios – Operations Director at NCSPlus. Jonathan has been with NCSPlus for 5 years and has extensive experience in operational details of the NCSPlus Cash Recovery System. Jonathan supervises the processing of letters, calls, credit reports, and skip traces along with record keeping and data security protocols.
  - Harve Platig – National Account Executive at NCSPlus. Harve has over 30 years of experience in all aspects of account and relationship management in many settings from field sales to Board of Director and top executive positions in a large worldwide non-profit corporation. Harve has provided account management for large clients such as Walmart Corporate and Federal Express Corporate. Harve's accomplishments with NCSPlus include providing a well received 45 minute continuing education course to The Business Law Section of The Florida Bar called "Collecting Receivables in Today's Economy." Mr. Platig was responsible for winning the exclusive endorsement of The Florida Homebuilders Association for NCSPlus. Harve has also fostered a vendor relationship with the National Governmental Collectors Association, a nonprofit formed in cooperation with the National Center for State Courts.
3. *Listing of key management positions in Florida including title, years and type of collection experience, along with collection industry certifications, honors, and affiliations currently held.*
- Lawrence Scott King – Florida Regional Manager for NCSPlus. Mr. King is responsible for the Florida Region and has served in this capacity for nearly 3 years. Mr. King's full career in the US Army and extensive business background prepared him for a leadership role with NCSPlus. Mr. King's accomplishments with NCSPlus include winning the exclusive endorsement of The Florida Medical Association for NCSPlus as well as hiring and training account executives and managers in the state of Florida.
  - Harve Platig – National Account Executive and Field Trainer at NCSPlus. Harve will be the executive directly responsible for all aspects of account service, training and account management for County. Mr. Platig coordinates a team of account managers and support staff in Central Florida. Located in Orlando, Harve is the account executive responsible for working with the Florida Association of Counties on behalf of NCSPlus.

4. *Listing of all collection industry certifications and affiliations the firm currently holds.*
  - Members of American Collector's Association (ACA)
  - Members of New York Collector's Association (NYCA)
  - Licensed and Bonded in All States where required Nationwide
  - Endorsed by over 500 Business and Professional Associations including Connecticut State Medical Society, Ohio State Medical Association, The Florida Medical Association, and The Florida Homebuilders Association
  
5. *Listing of any non-profit organizations with which the vendor may have partnerships or working relationships.*
  - Working relationship with The National Governmental Collectors Association
  - Over 20 Years of Service to New York University (see attachment 7)
  - Numerous non-profit Universities and Health Care Providers
  
6. *Copy of the firm's most recent annual (audited, if available) financial statement. At a minimum, the financial statement must include the balance sheet, statement of income and retained earnings and footnotes, if applicable.*
  - Financial Statement included as Attachment 4.
  
7. *Each vendor is required to make three basic commitments incorporated into the FAC Administrative Agreement to ensure the overall success of the program. (Summation: Corporate Commitment, Pricing Commitment, Sales Commitment)*
  - **NCSPlus** fully commits to each aspect of the FAC Administrative Agreement and all commitments described in attached sample agreement

- **NCSPlus** fully commits to each aspect of the FAC Master Agreement as described throughout RFP 09-154 and all attachments thereto
- **NCSPlus** fully commits to all details of FAC Cooperative Purchasing Agreement

## Methodology and Cost

1. *Provide a description of how the firm intends to provide each of the services specified in the Scope of Work (Section 3). List and provide such description for each. Include information regarding how many phone calls will be placed, how many letters will be sent, when skip tracing will be employed, what type of payment system will be used, and other pertinent information.*

**NCSPlus** has over 25 years of experience in fixed fee collections. Our service to the County will include collection letters, an attorney demand letter, an optional thank you letter, telephoning, and credit reporting to all three national credit bureaus, all as part of a Phase I service of approximately 120 days. All letters and calls are in the name of County as exclusive payee. Phase II service will include intensive collections activity on a contingency basis, including litigation when warranted at County's discretion and with no additional out of pocket expense to County. Services for the County will include each of the following actions performed as described:

### Collection Letters:

Day 1 – The first letter sent on behalf of the County will be selected from one of the following three choices: Audit Letter (more diplomatic), Bad Check Letter, or Strong Collection Letter. County may choose separately for each delinquent account placed for collection through use of secure website **NCSPlus** will build for County, or by bulk submission of claims via spreadsheets or other formats.

Day 30 – A second collection letter is sent on behalf of County by **NCSPlus**, notifying them of credit reporting of non-paying debtors. All collection letters in Phase I (approximately 120 days) instruct debtors to remit directly to County.

Day 42 – Third collection letter is sent on behalf of County. Each letter has a different look and size from the previous. Varying the look of letters is more effective at motivating debtors to open, read, and respond with payment.

Day 56 – Attorney Demand Letter. Debtors receive attorney contact via this letter. Provision of an Attorney Demand Letter in Phase I is an unparalleled value to **NCSPlus** clients.

Day 70 – Final Notice Collection Letter. The fifth letter informs debtors who have not paid that unless they pay County what is owed, they will be reported to all three national credit bureaus - Experian, Equifax, and Trans Union. (In the event County would choose not to credit report a debtor for any reason, a collection letter without mention of credit reporting is used.)

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Optional Thank You Letter. At County's option, a Thank You Letter will be sent on behalf of County once final payment is received from debtor. This is done for no additional charge.

Additional facts regarding **NCSPlus** letters: **NCSPlus** has the finest letter set in the industry. Letters are printed on high quality paper using state of the art ceramic print head technology. The high quality level increases likelihood that debtors will read carefully and take action to pay what is owed. Letters can be marked with client reference data in a user defined field of 26 alphanumeric characters. County may choose to utilize this feature for its own internal reference. Custom wording can be requested on orders above 2000 claims. The **NCSPlus** letter set is fully compliant with all applicable laws. Days given for sending of letters are approximate.

### Collections Telephone Calls

During Phase I, three collections telephone calls will be placed to each debtor on behalf of County. Calls are made in name of County as direct payee of the debt. These are not automated voice calls but rather live collectors making personal, professional, and courteous contact with each debtor.

**NCSPlus** telephone collectors use predictive dialing technology and calls are placed during days, nights, and weekends, maximizing use of collection call hours that are allowed by law. All procedures are fully compliant with The Fair Debt Collection Practices Act and all applicable laws related to collections and collections calls. Our aim in all communications is to educate, not alienate debtors. During Phase I, telephone collectors instruct debtors to remit directly to County to avoid further action.

Additional facts regarding **NCSPlus** collections calling: In July of 2009 **NCSPlus** installed the TeleAdvantage Digital PBX telephone system. This system enhances call capabilities and exceeds current federal recording and documentation requirements for collections calls. The advantage to the County is that **NCSPlus** is using cutting edge call recording procedures and technology for all collections activity, maximizing both collections and accountability.

### Credit Reporting

**NCSPlus** reports debtors who do not pay in Phase I to all three national credit bureaus - Experian, Equifax, and Trans Union. Debtors who know they will be credit reported have a much greater incentive to pay what they owe in order to avoid being reported. Debtors who have been credit reported have a much greater incentive to pay the debt in order to repair their credit. By providing credit reporting of non-paying debtors as an included feature of Phase I service, all at a fixed fee, **NCSPlus** makes maximum use of precious time while debt is most collectable.

### Skip Tracing

**NCSPlus** has strong skip tracing capability for locating debtors who have left with no forwarding address. Up to 12 data sources are used to seek out debtors who have skipped. A proprietary system is used by **NCSPlus** to combine available data into one report for our collectors, maximizing their speed of locating and re-contacting debtors. When a skip trace produces a new address in Phase I, letters will restart at Letter 1, providing County with full Phase I service from that date.

At County's option during Phase I of the service, if mail is returned, **NCSPlus** will investigate and locate the debtor and restart the collections service. The charge for this service is \$3 per occurrence. At County's option, known mail return accounts may also be skip traced prior to Phase I service for a cost of \$4 each. Use of this option allows County to re-bill the debtor if preferred prior to placing them for collections with **NCSPlus**, thus reducing County's out of pocket expense.

### Phase II Collections

**NCSPlus** offers County the strongest follow-through in the industry to collect from debtors who do not pay in Phase I. Our senior collectors continue letters and calls and also employ asset searches and advanced skip tracing in Phase II. Due to the comprehensive nature of our Phase I work, Phase II collections begin at a more advanced point with each debtor. Since debtors have already received phone calls, an attorney letter, and they know they have been credit reported, they begin Phase II with clear knowledge that County is serious about pursuing this debt until payment is made. All Phase II collections are made on a straight 50% contingency basis.

### Litigation is Included with Phase II Collections

**NCSPlus** partners with outstanding Florida attorneys for Phase II litigation services. When appropriate, litigation services are provided at County's discretion and **NCSPlus**' expense.

### NCSPlus Claims Do Not Expire

**NCSPlus** claims have no expiration date. This feature maximizes value to County in that higher volumes of claims can be ordered to lower pricing and reduce County's out of pocket costs.

### Online System and Claim Submission

**NCSPlus** will build a secure website for County providing the following functionality:

Claims may be submitted through use of the online system. Claims may be placed individually or in bulk by forwarding spreadsheets or other formats to **NCSPlus**. Formats supported include the following:

- MS Word
- MS Excel
- Standard Unix/Linux
- ASCII files
- Standard CSV files with file layout provided.
- Files may be transmitted to **NCSPlus** via secure FTP server or via encrypted e-mail submission as preferred by Client.
- File confirmations available upon request.
- A specifically designed MS Excel spreadsheet is offered by **NCSPlus** as a preferred means of bulk submissions

The most commonly used submission method after initial bulk of claims are loaded is by entering claims into online system through web portal. **NCSPlus** is very flexible in working with clients' preferred formats and can readily customize use of applications for County's convenience. Weekly payment updates may also be processed on the above specified criteria.

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County has numerous options at time of claim submission including selection of first letter type (Audit Letter, Bad Check Letter, or Strong Collection Letter), and option to withhold credit reporting of any individual debtor if desired.

Online reporting is continuous from the time a claim is placed. Online system provides progress reporting that can be updated, reviewed, and printed at any time. This highly secure system can be accessed by County's authorized employees via password protection from any computer with internet access. Online progress report details are as follows:

- Online Progress Report- This report displays collections to date by each individual debtor payment received and includes the following information:
  - Claim number and debtor name
  - Balance due
  - Date claim placed
  - Last action date
  - Last letter sent
  - Current collection status
  - County's own reference line of 26 alphanumeric characters
- This report also identifies the number and dollar amount of claims in the following areas:
  - Claims purchased
  - Claims submitted for collection
  - Claims paid in full
  - Claims with partial payments made
  - Claims with payment arrangements made
  - Claims settled in full
  - Performance - collected to date
  - Average balance of claims submitted
  - Skip and mail returned claims
  - Service complete for initial placement
  - Disputed or bankrupt claims

#### Florida Based Account Team

NCSPlus has a Florida based account team to serve County's needs under the direction of National Account Executive, Harve Platig. Live onsite visits, telephone support, online monitoring of progress, e-mail support, and training will be provided.

#### Toll Free Hotline

A toll free hotline for County will be provided for account service to maximize support for County's effective use of NCSPlus service. Details of toll free hotline for debtors will be customized to meet County's collection needs.

#### Fax Number

A designated fax number for support, ordering, and other requests will be provided to County.

#### E-mail Support

A designated e-mail address will be provided for general inquiries, online ordering, and account service. E-mail address provided for account service will be closely monitored to produce

Our Only Business is Putting Money into your Business – Full Service Cash Flow Management

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excellent response times for all questions or needs. Every effort will be put forth to provide fast, reliable, and effective support to County with all debt collection matters. Details of designated e-mail address for debtors' use will be customized to meet County's collection needs.

### Receiving and Processing of Correspondence and Communications

**NCSPlus** will receive, process, and record all debtor communications as appropriate.

#### Records

Records will be maintained at all times including auditable financial records where appropriate. Logging and recording of debtor calls and communications are included in service as described throughout this agreement.

#### On Site Training

One full day of training will be provided by Florida account management with additional on site training and follow up visits as needed in order to maximize County's recoveries through knowledgeable use of system.

#### Payment System

Payments from debtors will be made directly to County throughout Phase I. In Phase II, remittance to County will be made monthly by **NCSPlus**. Payments made directly to County in Phase II will be invoiced per contingency agreement.

Payment of fixed fee to **NCSPlus** may be made by County via credit card, ACH, or check.

Phase II payments made by debtors may also be made via credit card, ACH, or check.

#### Guaranteed Results

**NCSPlus** has the strongest collection guarantee in the industry.

“ In accordance with the Cash Recovery System service agreement, if the service fails to return at least 400% on your investment within 120 days from the date the last claim form from your system is received, keep what you have collected, and submit the money back guarantee for a full refund.”

See attached exhibit with this proposal for copy of service agreement referenced above.

#### Virtually Complaint-Free Collections Process

The design of the **NCSPlus** Cash Recovery System avoids the complaints that are common in the collections industry. Reasons for this are respectful and professional communications combined with a Phase I fixed fee period during which all letters and calls instruct debtors to pay the County directly. Excellent community relations on behalf of County are always maintained. Even in Phase II during which contingency collections are conducted, the more comprehensive nature of our Phase I work allows us to avoid the complaints commonly found in contingency or lighter Phase I fixed fee companies. All this is due to clear and complete communications at the earliest stages of the collections process coupled with a highly developed ethic of respect in communications.

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### NCSP Plus Fully Complies with Each Detail of Solicitation

NCSP Plus fully complies, and will fully comply with each detail of solicitation found in Section 4.

### Why Choose NCSP Plus for Fixed Fee Collections?

The average US collections agency has a 15% success rate and charges fees of 30-50%. NCSP Plus has an average success rate of 56% in its Phase I service alone at a fee of typically less than 10% and often as low as 1% and 2%. The fixed fee debt collections model is a more effective and affordable means of debt collection. The NCSP Plus fixed fee process provides benefits offered by no other fixed fee collections agency. Please consider that even if another agency offered a lower per claim price, but provided only a 200% ROI Guarantee, then the guaranteed result would be lower per dollar spent regardless of unit price. \$1 spent with them guarantees a \$2 return, while \$1 spent with NCSP Plus brings at least a \$4 return. By putting greater weight of action into our Phase I service, NCSP Plus assures greater recoveries in Phase I where money is paid directly to County. This approach favors the County rather than the collections agency. Lighter fixed fee offerings weight the recoveries into Phase II where the collections agency makes more money but the County receives less. Contingency agencies may add large collections fees to debtor's bills, but recovery rates are lower as a result, reducing monies received by County and increasing losses and write-offs. At NCSP Plus, we recover more, charge less, and guarantee our work like no one else.

### Comprehensive Fee Schedule

**NCSP Plus Level I Service for Pasco County (Includes all actions of Phase I activity described in this proposal and the ability to transfer to Phase II at no additional out of pocket expense)**

Number of Claims	Unit Price	Total Price
100	\$20	\$2,000
250	\$16	\$4,000
500	\$14	\$7,000
1,000	\$13	\$13,000
2,000	\$12.50	\$25,000
5,000	\$12	\$60,000
10,000	\$11.50	\$115,000
25,000	\$11.00	\$275,000

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### Guaranteed Results

“ In accordance with the Cash Recovery System service agreement, if the service fails to return at least 400% on your investment within 120 days from the date the last claim form from your system is received, keep what you have collected, and submit the money back guarantee for a full refund.”

See attached exhibit with this proposal for copy of service agreement referenced above.

### Annual Service Maintenance Fee Waived for County

Annual Service Maintenance Fee for County is waived for the five year period of contract due to County's affiliation with the Florida Association of Counties.

### Cumulative Pricing

**NCSPlus** offers County complete flexibility and volume buying power by extending to County cumulative pricing. County may place an initial order for as many or few claims as desired with an initial order of as few as 100 claims. **NCSPlus** will continue to lower pricing as per price list given in this document on the cumulative total of County's purchases within each year of contract. Utilization of this method allows County to make a very small initial out of pocket investment and then fund future purchases out of the proceeds from collections provided.

For instance, If County chooses to make an initial order of only 100 claims at a total price of \$2,000, and then on a later date decides to also purchase another 150 claims, the second order of 150 claims will be sold to County at the reduced 250 quantity price of \$16 per claim due to the cumulative total of 250 purchased, a savings of \$4 per claim. All additional orders made by County in that contract year will benefit from the lower price, and will keep dropping until the 25,000 quantity \$11 per claim price given on price list in this proposal is reached.

**Example 1:** County makes initial purchase of 100 claims, then a second purchase of 400 claims.

First purchase is at \$20 per claim. Second purchase is at \$14 per claim (the 500 claim price). This option offers the lowest initial start-up. All future purchases in that year will begin from this point providing even more savings.

**Example 2:** County makes an initial purchase of 1000 claims and a later second purchase of 4000 claims.

First purchase is at \$13 per claim. Second purchase is at \$12 per claim (the 5000 claim price). This option offers a moderate start-up cost with volume benefits from the outset. All future purchases in that year will begin from this point providing even more savings.

**Example 3:** County makes an initial purchase of 5000 claims, a later second purchase of 5000 claims, and a third purchase is made for 15,000 claims.

The first purchase is at \$12 per claim. The second purchase is at \$11.50 per claim. The third purchase is at \$11.00 per claim (the 25,000 claim price). This option offers maximum volume benefit with a larger but very affordable start up cost. All future purchases in that year will begin from this point providing even more savings.

**Example 4:** County makes an initial purchase of 10,000 claims to collect ambulance bills. At a later date, another department within County needs to collect on 100 hotel/motel tax accounts.

Since the County's current price is based on the initial 10,000 order, the hotel/motel tax accounts can be collected at a price of only \$11.50 each. This option uses a higher startup cost to achieve low unit pricing right away. All future purchases in that year will begin from this point providing even more savings.

#### Payment Terms

- ✓ Payment for each order and reorder is due net thirty days from day order is placed
- ✓ Orders will be accepted with an authorized purchase order agreement
- ✓ Work will commence upon receipt of an authorized purchase order from County
- ✓ Payment terms are negotiable

#### Invoicing Methodology

- ✓ Initial order is placed using service agreement (see attachment 6)
- ✓ Reorders are placed using a new service agreement for each batch of claims
- ✓ Reorder service agreements will reflect cumulative pricing for County
- ✓ All service agreements may be submitted via fax, mail, or email
- ✓ Cumulative pricing for County will be supervised by Harve Platig to assure that each reorder receives full credit for price breaks as described in proposal
- ✓ Due to NCSPlus' high level of technological sophistication, custom ordering methodologies may be developed and utilized at County's request

## Legal and Contract Challenges

1. *List by case name and case number all pending litigation in which offeror is involved as a party or offeror's officers are involved as parties in their official capacity. Include cases pending in any Federal or State jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it. Also list all arbitrations offeror is involved in as a party and include name and address of the arbitrator(s) for each listing.*

Offeror hereby affirms that no such cases exist.

2. *Within the last three (3) years, have any of your firm's contracts for debt collection services been considered in default, suspended or terminated for cause? If so, please attach an explanation of the matter(s), included the name of the client and contact information.*

Offeror affirms that no such matters have occurred.

3. *Within the last three (3) years, has your firm been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency? If so, please attach a full explanation.*

Offeror hereby affirms that no such debarments or suspensions have occurred.

## Summary and Conclusion

**NCSPlus** is dedicated to meeting collection needs of County in the most effective and affordable manner possible. **NCSPlus** is excited to offer County maximum flexibility and volume pricing advantages by offering cumulative pricing. By this means, County may begin collections for as little as \$2,000 of initial expenditure if out of pocket cost is most at issue, or may begin with an initial purchase of \$115,000 if reaching the lowest unit price is top priority, or may begin at any point in between to strike the greatest balance for specific needs of County. **NCSPlus** commits to working closely with County to maximize effectiveness and affordability as all of County's collection needs become known. County will find the **NCSPlus** Cash Recovery System easy to understand and use having been fine tuned and continuously improved throughout the 25 year history of **NCSPlus** in fixed fee collections. Having seen the revenue advantages enjoyed by public sector clients, such as New York City Water Department and many others who utilize our service, **NCSPlus** is eager to put our full capability to work on County's behalf to make a significant impact in the recovery of County's funds. **Start Date:** **NCSPlus** is ready to begin service to County immediately and can easily meet a December 1, 2009 start date or a January 1, 2010 start date as outlined in Addendum 2.

## Additional Points for Consideration

- Wherever allowed by law, **NCSPlus** clients may add a collection charge when placing claims for collection. By adding this charge in the amount of the per claim price, cost to collect may be further reduced.
- **NCSPlus** offers a "Basic" service that provides 5 letters including an attorney demand and credit reporting, but without telephone calls. Though outside the statement of work described in the RFP, this level could be a valid consideration for County's needs to collect smaller balances such as library fines. Unit prices of these claims are as low, and often lower than all known prices of competitors who offer a "letters only" Phase I service, even though **NCSPlus** includes an attorney letter and credit reporting in this service at no additional charge. **NCSPlus** Basic Service is also backed by our 400% ROI Guarantee. Fee schedule for Basic Service follows as attachment 8 to this document. Our offer of cumulative pricing is good for Basic Service as well. Basic Service is recommended to County for smaller balances (less than \$110).

## References

Each of the following clients is happy to share their experiences with **NCSPlus** with representatives of County. Please see Attachment 7 for detailed progress reports showing collections results. Each entity paid approximately the same prices being offered to County in this proposal, but without some of the advantages of cumulative pricing that are specially extended to County in this proposal. ROI's given are based upon current prices but without calculating cumulative pricing benefits as this is uniquely offered to County and PPA's for this proposal.

### **New York City Department of Environmental Protection (Water Bills)**

Deputy Commissioner Joseph Singleton, Jr.  
59-17 Junction Boulevard  
Flushing, NY  
718-595-6650

### **New York City Water Department Progress Report Summary**

903 claims used at a unit price of \$13 per claim  
Price to City of claims used: \$11,739  
Phase I Collections as of progress report: \$755,891.36  
ROI: 6,439%

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### **Seals Ambulance Service**

Marie Seals  
P.O. Box 175  
Fortville, IN 46040  
317-485-5881

### **Seals Ambulance Service Progress Report Summary**

771 claims used at a unit price of \$12.50 per claim  
Price of claims used: \$9,637.50  
Phase I Collections as of progress report: \$90,149.47  
ROI: 935%

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### **Orlando Orthopedic Centers**

Carmen Lopez  
100 W. Gore Street  
Orlando, FL 32806  
407-849-6867

### **Orlando Orthopedic Centers Progress Report Summary**

1000 claims used at a unit price of \$13 per claim  
Price of claims used: \$13,000  
Phase I Collections as of progress report: \$83,744.40 (these debts were up to 2 years old!)  
ROI: 644%

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**LEASE AGREEMENT**  
**(Old High School Building A)**

THIS AGREEMENT, made this 17<sup>th</sup> day of June, 2010, between the **SCHOOL BOARD OF JEFFERSON COUNTY, FLORIDA**, a public body corporate under the laws of the State of Florida, hereinafter called "School Board", and the **BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called "County".

WHEREAS, the School Board has determined that School Board property known as "Building A", is surplus property which is not immediately needed by the School Board; and

WHEREAS, the School Board has determined that it is in the public interest to make the property available for the County's use for County Governmental services for the community; and

WHEREAS, the County has determined that it is in the public interest to lease the property for public use and

WHEREAS, the School Board and the County have determined that it is in the public interest to enter into the following lease agreement and take all action necessary to authorize and enter into the same, as provided by law;

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable considerations, receipt and sufficiency of which is acknowledged by the execution and delivery of this instrument, the School Board does covenant and agree to with the said County:

1. LEASED PREMISES. The School Board hereby leases and demises to the county the Property described in Exhibit A, hereinafter referred to as Property.
2. TERM. The term of the lease shall begin on July 1<sup>st</sup>, 2010, and extend for 20 years to June 30, 2030. Notwithstanding the term provided herein, the County may exercise its option to purchase the Property as provided for in the Lease to Purchase Option Agreement, signed on the same date hereof, in which case title to the property shall be transferred to the County as provided in said agreement. The County shall have access to the property and buildings beginning the date of this lease for the purposes of inspection, planning and preparation for occupancy and agrees to coordinate such activities with the School Superintendent.
3. LEASE RATE. The County shall pay to the School Board a lease payment of \$1500.00 per month for an 18 year period, beginning July 1<sup>st</sup>, 2012 through June 30<sup>th</sup>, 2030.
4. ADDITIONAL CONSIDERATION. The County shall also remit to the School Board a lump sum payment of \$36,000 by June 30<sup>th</sup>, 2010. It is hereby acknowledged that as of the date hereof, such lump sum payment has been made by the County to the School Board and that such lump sum payment requirement has been satisfied in full.
5. FURTHER COVENANTS OF THE COUNTY. The County, for itself, its successors and assigns, does hereby covenant to and with the School Board, as follows:

A. DELIVERY OF ALL REQUIRED PAYMENTS: The County shall pay all sums due hereunder at the time and in the manner provided.

B. USE OF PREMISES:

- (1) The County shall use the property exclusively for government and community purposes, in a manner which will not discriminate against any person or class on the basis of race, color, creed, sex or national origin.
- (2) The County will use the property in a manner consistent with the historical character of the building, particularly as relates to the building's exterior appearance.
- (3) The County may sublease a portion of the property for such additional uses and purposes as the County may determine is appropriate, subject to prior written approval of the School Board, such approval not to be unreasonably withheld.
- (4) The School Board shall be entitled to utilize the Courtroom, or other appropriate facility located on the property, for School Board Meetings and for other School Board related functions. Additionally, until such time as the improvements and renovations for the property, including construction of the new Courtroom, are completed the School Board shall have use of the Courtroom in the Courthouse Annex. As to use of both facilities, the parties shall use best efforts to

cooperate and coordinate regarding scheduling of meetings and other functions.

C. POSSESSION, END OF LEASE: That at the expiration of the term of this lease and in the event that the County does not or has not exercised the option to purchase as provided for in the Option to Purchase Agreement, County shall peaceably yield to School Board the property. Any additions which are fixed, erected or placed in or upon the property by the County shall be and remain the exclusive property of the County Any such additions fixed, erected, or placed in or upon the property by the County shall be and remain the exclusive property of the County; provided, however, that such building or other improvements shall be removed by the County without damage or injury to School Board's property and other improvements at County's expense within sixty (60) days after the termination of this lease or the same shall, at the option of the School Board, become the property of the School Board..

D. MAINTENANCE, REPAIRS AND IMPROVEMENTS:

- (1) The County shall make any and all repairs to the property herein leased;
- (2) The County shall perform all regular, routine and special short- and long-term maintenance on the property at its own expense;
- (3) The County shall be responsible for its own utility services to the property.

- (4) The County shall allow School Board to conduct annual inspections of the facility and property to ensure that property is being properly maintained by County.
- (5) All exterior improvements and modifications shall be consistent with historic preservation standards of the Federal National Register of Historic Places and with any related State of Florida historic preservation standards that presently apply to the premises.
- (6) The School Board shall have the right to review any and all improvements to the property prior to finalization of design, and the County shall not undertake any such improvements without prior written School Board approval of the designed project. The School Board agrees it will not unreasonably withhold approval of said changes and improvements.

E. TAXES: The County shall promptly pay taxes and special assessments, if any, whether imposed by state, county, municipal or other governmental agency, which may be levied or assessed upon the entire property, during said term as the same shall become due and before the delinquency date thereof, upon the presentation to it of the notice or notices calling attention to such taxes or assessments.

F. INSURANCE:

- (1) The County shall keep the property and improvements thereto insured against loss by fire, windstorm and vandalism for the full replacement cost **or, if full replacement cost is**

**not available, for the highest insurable value.** The Property Appraiser's value assessment will be accepted by the parties as fair value.

**(2) The County shall maintain, at the County's cost and expense, public liability insurance on the property, in the amount of ONE MILLION DOLLARS (\$1,000,000) with the School Board listed as an additional insured. The County will provide a Certificate of Insurance to the School Board.**

(3) That any required insurance shall be maintained from and after the effective date of this lease and throughout the balance of the term of this lease and all extensions or renewals thereof, and shall cover and include all claims or liabilities incurred or arising during the full term of this lease and any extensions or renewals thereof.

(4) The County shall indemnify the School Board to the full extent allowed by 768.28, Florida Statutes, for any and all damage, actions, claims, suits and judgments which arise as a result of the use by the County of the property. To the extent permitted by Florida law, each of the parties shall indemnify and save harmless the other from any and all claims, demands, suits, actions, expenses and costs, judgments and recovery for or on account of damage occurring to a

participant or guest of a participant in a party's activities during that party's exclusive or non-exclusive use of property or facilities belonging to or located on property of the other party. This obligation shall be limited to actions or omissions of the indemnifying party and to those of its agents, employees or personnel acting within the scope of such agency or employment.

6. CONDITION AND CONTROL OF PROPERTY. The County as lessee shall be liable and responsible for the security and usage of the leased property and the associated costs thereof.
7. DEFAULT OR BREACH. It is further covenanted and agreed by and between the parties hereto that if any default shall be made by the County in any payment of rents or taxes, assessments, insurance premiums or any other sum herein stipulated and agreed to be paid, or the County shall fail to keep and perform any other covenant, condition or agreement herein provided on the part of the County to be performed, and such default shall exist for a period of thirty (30) days after notice thereof to the County, then and in that case, the School Board may serve upon the County formal written notice of such default; and if such default shall then continue without being wholly remedied for a period of sixty (60) days after the service of such notice, or in a case of a breach other than the payment of money, the County shall not have commenced the remedying of such default within the sixty (60) day period and diligently prosecuted compliance to final termination, then it shall be lawful for the

School Board, without further notice, to declare said demised term ended and to re-enter and repossess the property, either with or without process of law and the County does, in such event, hereby waive any demand for possession of the property. **In the event of default by the County, then at such time as the County fully vacates said premises then this lease agreement shall be deemed terminated and the County is no longer obligated for additional lease payments hereunder.**

8. COVENANTS OF THE SCHOOL BOARD. The School Board does hereby covenant with the County as follows:

A. USE OF PROPERTY: The School Board authorizes the use of the property only by the County, **including the general public, tenants, sub-lessees, invitees and other groups and entities authorized by the County to use the facilities, as consistent with its use as a governmental and community facility**, provided that the School Board is indemnified by the County on account of said usage against any and all claims, damages, actions, suits and judgments against either the School Board or the County, to the full extent allowed by Florida law, and to the extent of the public liability coverage on this property.

B. SURRENDER UPON EXERCISE OF OPTION TO PURCHASE:  
The School Board covenants and agrees that, in the event that the County exercises its option to purchase as provided for in the Option to Purchase Agreement signed on the same date hereof, the School

Board will surrender and deliver title and possession of deed to the County Commission or its successors; provided, however, that if the County does not exercise said option to purchase, School Board shall not be required to surrender and deliver title as provided hereinabove.

- 9. PERFORMANCE. The performance of the County of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted annually by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed by their duly authorized officers on the day and year first above mentioned.

Signed, sealed and delivered in the presence:

**WITNESSES:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
T. Buckingham Bird, Attorney for  
School Board

**SCHOOL BOARD OF  
JEFFERSON COUNTY, FL**

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

By: \_\_\_\_\_  
Superintendent of Schools

**JEFFERSON COUNTY, FL**

Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

**COUNTY COMMISSION**

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

By: \_\_\_\_\_  
Clerk of Court

REVIEWED AND APPROVED:

\_\_\_\_\_  
Scott Shirley, Special County Attorney

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Sandra Saunders, Chairman of the School Board of Jefferson County, Florida, and Bill Brumfield, Superintendent of Schools, Jefferson County, Florida ( ) who is/are personally known to me or ( ) who has/have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Type or Print Notary Name  
Notary Public, State of Florida, at Large

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Danny Monroe, Chairman of the Jefferson County Board of County Commissioners, and Kirk Reams, Clerk of Court, Jefferson County, Florida

( ) who is/are personally known to me or ( ) who has/have produced  
\_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Type or Print Notary Name  
Notary Public, State of Florida, at Large

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**OPTION TO PURCHASE AGREEMENT**

**(Old High School Building A)**

This Option to Purchase Agreement is made on this \_\_\_ day of \_\_\_\_\_, 2010 between the **SCHOOL BOARD OF JEFFERSON COUNTY, FLORIDA**, a public body corporate under the laws of the State of Florida, hereinafter “School Board” and the **BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter “County”.

WHEREAS, the School Board has determined that School Board property known as “Building A”, is surplus property which is no longer needed by the School Board; and

WHEREAS, the School Board has determined that it is in the public interest to make the property available for the County’s use for Judicial or County Governmental services for the community; and

WHEREAS, the County has determined that it is in the public interest to enter into an option to purchase the property for public use, should the County choose to exercise the option; and

WHEREAS, the School Board and the County have determined that it is in the public interest to enter into the following Option to Purchase Agreement and take all action necessary to authorize and enter into the same, as provided by law;

WHEREAS, the School Board and County have together executed on this same date a Lease Agreement, the subject of which is the aforementioned Property.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the School Board hereby grants to the County an EXCLUSIVE OPTION TO PURCHASE the aforementioned Property. The parties hereto hereby agree as follows:

1. OPTION TERM. The option to purchase period commences on July 1, 2010 and expires at 11:59 p.m. on June 30, 2030.
2. NOTICE REQUIRED TO EXERCISE OPTION. To exercise the Option to Purchase, the County must deliver to the School Board written notice of the County's intent to purchase. In addition, the written notice must specify a valid closing date. The closing date must occur not later than sixty (60) days after the original expiration date of the Lease Agreement, or the date of the expiration of the Option to Purchase Agreement designated in paragraph 1, whichever occurs later.
3. OPTION CONSIDERATION. As consideration for this Option to Purchase Agreement, the County shall pay the School Board a non-refundable fee of \$500.00 per month beginning on July 1, 2012, and a lump sum payment of \$12,000.00. Receipt of said lump sum payment is hereby acknowledged by the School Board. All option consideration shall be credited to the purchase price at closing if the County timely exercises the option to purchase, provided that the County: (a) is not in default of the Lease Agreement, and (b) closes the conveyance of the Property. The School Board shall not refund the

fee if the County defaults in the Lease Agreement, fails to close the conveyance, or otherwise does not exercise the option to purchase.

4. PURCHASE PRICE. The total purchase price for the Property is \$480,000.00.

Provided that the County timely executes the option to purchase, is not in default of the Lease Agreement, and closes the conveyance of the Property, the School Board shall credit towards the purchase price at closing the sum of all lease payments and all option consideration that, as of the date of closing, has been paid by the County to the School Board under this Option to Purchase Agreement and under the Lease Agreement, including the lump sum payment and all installment payments.

5. EXCLUSIVITY OF OPTION. This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should County attempt to assign, convey, delegate, or transfer this option to purchase without the School Board's express written permission, any such attempt shall be deemed null and void.

6. CLOSING AND SETTLEMENT. The School Board shall determine the closing agent, or other location, at which closing and settlement shall occur and shall inform the County of this location in writing. The County agrees that closing costs in their entirety shall be the sole responsibility of County. The County shall also be responsible for preparing a survey in order to separate the Property to which this option applies from the remainder of the property to

which this option does not apply. The County shall also be responsible for all ad valorem and other taxes due at the time of closing, if any.

7. USE BY SCHOOL BOARD. Upon transfer of title as provided herein, the School Board may use the Courtroom, or other appropriate meeting facilities as may exist from time to time, for meetings of the School Board and for other School Board related functions. Such use shall be in a written agreement mutually agreeable to the parties.
  
8. REMEDIES UPON DEFAULT. If the County defaults under this Option to Purchase Agreement or the Lease Agreement, and such default shall exist for a period of thirty (30) days after notice thereof to the County as provided in the Lease Agreement, then and in that case, the School Board may serve upon the County formal written notice of such default; and if such default shall then continue without being wholly remedied for a period of sixty (60) days after the service of such notice, or in a case of a breach other than the payment of money, the County shall not have commence the remedying of such default within the sixty (60) day period and diligently prosecuted compliance to final termination, then, in addition to any other remedies available to the School Board at law or in equity, the School Board may terminate this Option to Purchase by giving written notice of the termination. If this option is terminated as provided hereinabove, the County is not entitled to any refund of rent or option consideration. For this Option to Purchase Agreement to be

enforceable and effective, the County must comply with all terms and conditions of the Lease Agreement.

9. RECORDING OF AGREEMENT. This Option to Purchase Agreement shall not be recorded in the Public Records.
  
10. ACKNOWLEDGMENTS. The parties are executing this Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Option to Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Option to Purchase Agreement.
  
11. TIMING. Time is of the essence in this Option to Purchase Agreement.
  
12. ENTIRE AGREEMENT; MODIFICATION. This document, together with the Lease Agreement signed on the same date hereof, sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Option to Purchase Agreement, nor any waiver of any rights under this Option to Purchase Agreement, will be effective unless in writing signed by the party to be charged.
  
13. PERFORMANCE. The performance of the County of its obligations under this agreement shall be subject to and contingent upon the availability of funds

budgeted annually by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

Signed, sealed and delivered in the presence:

**WITNESSES:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
T. Buckingham Bird, Attorney for  
School Board

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Scott Shirley, Special County Attorney

**SCHOOL BOARD OF  
JEFFERSON COUNTY, FL**

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

By: \_\_\_\_\_  
Superintendent of Schools

**JEFFERSON COUNTY, FL  
COUNTY COMMISSION**

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

By: \_\_\_\_\_  
Clerk of Court

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Sandra Saunders, Chairman of the School Board of Jefferson County, Florida, and Bill Brumfield, Superintendent of Schools, Jefferson County, Florida ( ) who is/are personally known to me or ( ) who has/have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Type or Print Notary Name  
Notary Public, State of Florida, at Large

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Danny Monroe, Chairman of the Jefferson County Board of County Commissioners, and Kirk Reams, Clerk of Court, Jefferson County, Florida ( ) who is/are personally known to me or ( ) who has/have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Type or Print Notary Name  
Notary Public, State of Florida, at Large

**Board of County Commissioners**  
**Jefferson County, Florida**

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Stephen Fulford District 1, Chair	John Nelson District 2	Hines Boyd District 3	Betsy Barfield District 4	Danny Monroe, III District 5
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**JEFFERSON COUNTY**  
**BOARD OF COUNTY**  
**COMMISSIONERS**  
**RESOLUTION #11-010411-01**

**WHEREAS**, Jefferson County's Whitehouse Road is in need of repairs, and

**WHEREAS**, Jefferson County does not have the funds to pay for the repairs, and

**WHEREAS**, the Small County Road Assistance Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, and

**WHEREAS**, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 429969-1-58-01 for costs directly related to resurfacing and improvements on Whitehouse Road from Leon County Line to SR 59., hereinafter referred to as the "Project",

**NOW, THEREFORE**, the Jefferson County Board of County Commissioners accepts the financial assistance offered by the Florida Department of Transportation, and authorized the Chairman of the Board to execute the "Small County Road Assistance Agreement" related to the project.

**DONE THIS 4<sup>th</sup> DAY OF JANUARY, 2011.**

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Stephen Fulford, Chairman

Attest: \_\_\_\_\_  
Kirk B. Reams, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, “**DEPARTMENT**”, and Jefferson County, “**COUNTY**”.

WITNESSETH

WHEREAS, the **DEPARTMENT** has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the **DEPARTMENT** shall reimburse the **COUNTY** for direct costs under Financial Management Number **429969-1-58-01** for costs directly related to **resurfacing of Whitehouse Road from Leon County Line to SR 59**, hereinafter referred to as the “**PROJECT**”; and

WHEREAS, the **COUNTY** by Resolution No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

**1-SERVICES AND PERFORMANCE**

A. The **COUNTY** shall furnish the services with which to construct the **PROJECT**. Said **PROJECT** consists of: **resurfacing of Whitehouse Road from Leon County Line to SR 59**, as further described in Exhibit A (Scope of Services), attached hereto and made a part hereof.

B. The **COUNTY** agrees to undertake the construction of the **PROJECT** in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The **COUNTY** shall be responsible for obtaining clearances/permits required for the construction of the **PROJECT** from the appropriate permitting authorities. Upon completion of the **PROJECT**, the **COUNTY** shall certify to the **DEPARTMENT** that the **PROJECT** has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **COUNTY** and of the details thereof. Coordination shall be

maintained by the **COUNTY** with representatives of the **DEPARTMENT**. **COUNTY** shall provide the **DEPARTMENT** with quarterly progress reports.

D. i) For projects located on the State Highway System, the **DEPARTMENT** must approve any consultant and/or contractor scope of services including project budget. **COUNTY** shall obtain **DEPARTMENT** approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The **COUNTY** must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the **DEPARTMENT** as required by Section 2 of the current Standard Specifications for Road and Bridge Construction.

E. The **COUNTY** shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the **DEPARTMENT**.

F. All notices under this Agreement shall be directed to the following addresses:

<b>TO DEPARTMENT:</b>	<b>TO COUNTY:</b>
Florida Department of Transportation	
P. O. Box 607	
Chipley, FL 32428	

**2-TERM**

A. The **COUNTY** shall perform the **PROJECT** activities in accordance with the following schedule:

- a) Design to be completed on or before **–June 30, 2011**.
- b) Construction contract to be let on or before **–September 30, 2011**.
- c) Construction to be completed on or before **–June 30, 2012**.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3-COMPENSATION AND PAYMENT**

A. The **DEPARTMENT** shall reimburse the **COUNTY** for direct costs of the **PROJECT**. The parties agree that the **DEPARTMENT**'s maximum participation is **NINE HUNDRED TWENTY-TWO THOUSAND SEVENTY-SEVEN and 00/100 DOLLARS (\$922,077.00)** and all remaining costs of the project will be borne by the **COUNTY**.

i) The **COUNTY** shall submit one invoice (4 copies) plus supporting documentation required by the **DEPARTMENT** to the Project Manager for approval and processing:

- monthly, or
- quarterly, or
- once the **PROJECT** has been accepted by the **COUNTY** and approved by the

## DEPARTMENT.

ii) The **DEPARTMENT** shall reimburse the **COUNTY** upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the **COUNTY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of services and items of work performed on the **PROJECT**.

iii) Invoices shall be submitted by the **COUNTY** in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services and Project Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

iv) Supporting documentation must establish that the deliverables were received and accepted in writing by the **COUNTY** and must also establish that the required minimum level of service to be performed as specified in Section 1.B. was met, and that the criteria for evaluating successful completion as specified in Section 1.B. was met.

v) The **COUNTY** may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vi) In the event the **COUNTY** proceeds with the design, construction, and construction engineering inspection services (CEI) of the **PROJECT** with its own forces, the **COUNTY** will only be reimbursed for direct costs (this excludes general and administrative overhead).

B. Payment shall be made only after receipt and approval of goods and services.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The **DEPARTMENT's** obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has twenty (20) working days to inspect and approve the goods and services. The **DEPARTMENT** has twenty-five (25) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty-five

(25) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

H. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices that have to be returned to the **COUNTY** because of **COUNTY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

I. The **COUNTY** must submit the final invoice to the **DEPARTMENT** within 180 days after the final acceptance of the project. Invoices submitted after the 180 day time period will not be paid.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Service's Hotline, 1-877-693-5236.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **COUNTY's** general accounting records and the project records, together with supporting documents and records of the **COUNTY** and all subcontractors performing work on the project, and all other records of the **COUNTY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

L. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

M. It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the board of county commissioners voting for and

contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for, pursuant to Section 129.07, Florida Statutes.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### 4-INDEMNITY AND INSURANCE

A. i) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

ii) The **COUNTY** agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the **DEPARTMENT** and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the **DEPARTMENT** or any of its officers, agents, or employees."

B. **LIABILITY INSURANCE.** The **COUNTY** shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the **COUNTY** maintains a self-insurance fund to cover such liability, the **COUNTY** agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the **COUNTY** must comply or cause its contractor to comply with Section 7-13 of the current version of the **DEPARTMENT's** Standard Specifications for Road and Bridge Construction.

C. **WORKERS' COMPENSATION.** The **COUNTY** shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

## 5-COMPLIANCE WITH LAWS

A. The **COUNTY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **COUNTY** in conjunction with this Agreement. Failure by the **COUNTY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

B. The **COUNTY** 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, or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The **COUNTY** and the **DEPARTMENT** agree that the **COUNTY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

The administration of resources awarded by the **DEPARTMENT** to the **COUNTY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

## MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by **DEPARTMENT** staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the **DEPARTMENT**. In the event the **DEPARTMENT** determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the **DEPARTMENT** staff to the **COUNTY** regarding such audit. The **COUNTY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## AUDITS

### PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. 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 indicates Federal resources awarded through the **DEPARTMENT** by this agreement. In determining

the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the **DEPARTMENT**. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. 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. However, if the recipient elects 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 resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the **DEPARTMENT** by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the **DEPARTMENT**, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the

provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the **DEPARTMENT** to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

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

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the **DEPARTMENT** for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the **DEPARTMENT** at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The **DEPARTMENT** at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The **DEPARTMENT** at each of the following addresses:

Florida Department of Transportation

Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

5. Any reports, management letter, or other information required to be submitted to the **DEPARTMENT** pursuant to this agreement shall be submitted timely 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.
6. Recipients, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the **DEPARTMENT**, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the **DEPARTMENT**, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the **DEPARTMENT**.

#### **6-TERMINATION AND DEFAULT**

A. This Agreement may be canceled by either the **COUNTY** or the **DEPARTMENT** upon sixty (60) days written notice.

B. If the **DEPARTMENT** determines that the performance of the **COUNTY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **COUNTY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **COUNTY**, the **DEPARTMENT** shall notify the **COUNTY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **COUNTY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be

turned over promptly by the **COUNTY**.

## 7-MISCELLANEOUS

A. 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 any gender shall extend to and include all genders.

B. The **DEPARTMENT** shall not be obligated or liable hereunder to any party other than the **COUNTY**.

C. In no event shall the making by the **DEPARTMENT** of any payment to the **COUNTY** constitute or be construed as a waiver by the **DEPARTMENT** of any breach of covenant or any default which may then exist, on the part of the **COUNTY**, and the making of such payment by the **DEPARTMENT** while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the **DEPARTMENT** with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the **PROJECT** is completed and accepted and payment made by the **DEPARTMENT** or terminated in accordance with Section 6.

H. An entity or affiliate which has been placed 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 any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, on the date set forth below.

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**JEFFERSON COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
James T. Barfield, P.E.  
DISTRICT THREE SECRETARY

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

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

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

Availability of Funds Approval:

\_\_\_\_\_  
(Date)

**EXHIBIT – 1**

**FEDERAL** and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- ? (e.g., What services or purposes the resources must be used for)
- ? (e.g., Eligibility requirements for recipients of the resources)
- ? (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

**FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.016 Small County Road Assistance Program	\$922,077.00

Compliance Requirements

1. See attachment for Compliance Supplement
- 2.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.

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.

**Exhibit A**  
**SCOPE OF SERVICES**

## MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2011 by and between Heritage Hills Development Company, LLC, 508-A Capital Circle Southeast Tallahassee, FL (hereinafter "Developer") and Jefferson County, Florida, Room 10, County Courthouse, Monticello, FL (hereinafter "County").

### WITNESSETH:

WHEREAS, Developer is undertaking development of the Heritage Hills Subdivision (hereinafter "Subdivision") located in Jefferson County Florida and recorded at \_\_\_\_\_, public records of Jefferson County; and

WHEREAS, Developer has constructed certain road and stormwater facilities in the Subdivision (hereinafter "facilities"), which under applicable County code, the Developer is required to maintain for a period of at least three years following the County's acceptance of such facilities; and

WHEREAS, Developer has applied to the County for acceptance of such facilities; and

WHEREAS, the County has caused an inspection to be made of the facilities and has concluded that the facilities have been constructed according to the approved plans; and

WHEREAS, the Developer proposes that the County accept the facilities at this time on the condition that the Developer continue to maintain such facilities for a period of three years as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the maintenance of the facilities and for the correction of deficiencies in the facilities after being notified of such deficiencies by the County.
2. Acceptance. Jefferson County hereby accepts the facilities, such acceptance being specifically conditioned upon the following:

a. Developer shall continue to maintain such facilities at Developer's expense in their current condition and according to original design specifications, for a period of three (3) years and during such time shall regularly mow the roadway shoulder and swale areas and stormwater facilities and shall take steps as necessary to prevent erosion, sedimentation or other deterioration of such areas and to otherwise ensure that such facilities continue to function properly and continue to meet their original design specifications;

b. Developer shall take steps to correct any deficiencies and restore the facilities to their original design specification and/or shall engage in additional maintenance activities, including without limitation, such measures as are necessary to prevent erosion or sedimentation of roadway shoulder and swale areas, within thirty (30) days of being notified in writing by the County that such deficiencies exist and that corrective measures are necessary.

3. Term. This Agreement shall terminate upon completion of the obligations created herein, or at such earlier date as the parties agree to in writing.

4. Enforcement. This agreement is enforceable in any manner legally permissible, including without limitation and at the option of County: by administrative code enforcement; by the filing of an action for injunction and damages in a court of competent jurisdiction; or by County's suspension of the issuance of additional building permits to Developer for homes in the Heritage Hills Subdivision until such time as Developer fulfills its obligations herein.

5. Other Agreements. No prior or present agreements or representations shall be binding upon the parties hereto unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

6. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their successors and assigns.



HERITAGE HILLS DEVELOPMENT  
COMPANY, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Doug Turner, Manager

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Doug Turner, Manager, Heritage Hills Development Company, LLC, who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida At Large

\_\_\_\_\_  
Please print or type name of notary  
My commission expires:

Select Year: 2010  

## The 2010 Florida Statutes

[Title XI](#)  
COUNTY ORGANIZATION AND  
INTERGOVERNMENTAL RELATIONS

[Chapter 137](#)  
BONDS OF COUNTY  
OFFICERS

[View Entire  
Chapter](#)

### CHAPTER 137 BONDS OF COUNTY OFFICERS

- 137.01 Bonds required by the board of county commissioners for county officers.
- 137.02 Bond of tax collector.
- 137.03 Bond of property appraisers.
- 137.04 County commissioners to give bond.
- 137.05 Duty of boards of county commissioners.
- 137.08 Sums for which sureties may be bound.
- 137.09 Justification and approval of bonds.
- 137.10 Provisions not applicable to surety companies.

**137.01 Bonds required by the board of county commissioners for county officers.**—Each board of county commissioners may by ordinance require any county officer to give bond, conditioned for the faithful performance of the duties of his or her office. The amount of the bond and the bond must be approved by the board of county commissioners. In determining the amount of the bond, the board of county commissioners may consider the amount of money or property likely to be in custody of the county officer at any one time. The bond of each of the county officers of whom a bond is required must be filed with the clerk of the circuit court.

**History.**—s. 1, ch. 3724, 1887; RS 616; GS 822; RGS 1568; CGL 2416; ss. 10, 12, 35, ch. 69-106; s. 837, ch. 95-147; s. 28, ch. 95-312; s. 20, ch. 98-34.

**137.02 Bond of tax collector.**—The tax collector of each county shall give bond as required by the board of county commissioners of the respective county, specifically conditioned to account duly and faithfully for all taxes collected by the tax collector. In fixing the bond the board of county commissioners may consider the amount of money likely to be in the custody of the collector at any one time.

**History.**—s. 5, ch. 3724, 1887; RS 617; GS 823; RGS 1569; s. 1, ch. 10033, 1925; CGL 2417; ss. 12, 35, ch. 69-106; s. 1, ch. 76-140; s. 29, ch. 95-312; s. 21, ch. 98-34.

**137.03 Bond of property appraisers.**—The county property appraiser shall give a bond as required by the board of county commissioners. In fixing the amount of the bond, the board of county commissioners may consider the amount of money likely to be in the custody of the property appraiser at any one time.

**History.**—s. 7, ch. 3724, 1887; s. 1, ch. 3844, 1889; RS 618, 619; GS 824; RGS 1570; CGL 2418; s. 1, ch. 28294, 1953; s. 3, ch. 73-47; s. 1, ch. 77-102; s. 22, ch. 98-34.

**137.04 County commissioners to give bond.**—Each county commissioner, whether elected or appointed to such office, must give a bond conditioned for the faithful performance of the duties of his or her office as required by the board of county commissioners. The premium of the bonds given must be paid out of the county treasury.

**History.**—s. 1, ch. 6477, 1913; RGS 1571; CGL 2419; ss. 12, 35, ch. 69-106; s. 838, ch. 95-147; s. 30, ch. 95-312; s. 23, ch. 98-34.

**137.05 Duty of boards of county commissioners.**—The board of county commissioners of each county shall at its regular meetings in January and June of each year examine carefully as to the sufficiency of bonds of the county officers, and if it has reason to believe that the sufficiency of any bond has become impaired, it must at once require the officer to execute and file with the proper officer a new bond for the same amount and under the same conditions as his or her former bond.

**History.**—s. 2, ch. 4413, 1895; GS 825; RGS 1572; CGL 2420; s. 839, ch. 95-147; s. 24, ch. 98-34.

**137.08 Sums for which sureties may be bound.**—In every bond in which the amount of the bond shall not exceed \$1,000, there shall be at least two sureties, each bound for the full amount of the bond. In every bond so specified in which the amount of the bond shall exceed \$1,000, each surety may bind himself or herself for a specified sum, and the aggregate amount for which the sureties shall bind themselves shall not be less than the penalty of the bond.

**History.**—s. 9, ch. 3724, 1887; RS 620; GS 828; RGS 1575; CGL 2423; s. 841, ch. 95-147.

**137.09 Justification and approval of bonds.**—Each surety upon every bond of any county officer shall make affidavit that he or she is a resident of the county for which the officer is to be commissioned, and that he or she has sufficient visible property therein unencumbered and not exempt from sale under legal process to make good his or her bond. Every such bond shall be approved by the board of county commissioners and by the Department of Financial Services when they and it are satisfied in their judgment that the same is legal, sufficient, and proper to be approved.

**History.**—s. 10, ch. 3724, 1887; RS 621; GS 829; RGS 1576; CGL 2424; ss. 12, 35, ch. 69-106; s. 842, ch. 95-147; s. 148, ch. 2003-261.

**137.10 Provisions not applicable to surety companies.**—The provisions of this chapter requiring two sureties and justification by surety shall not apply where such surety is a surety company authorized to do business in this state.

**History.**—s. 1, ch. 5372, 1905; GS 830; RGS 1577; CGL 2425.

2011 Jefferson County Calendar

	January	February	March	April	May	June
<b><u>Meeting - Event - Deadline</u></b>						
County Commission Meeting- AM	Tuesday, 1/4	Thursday, 2/3	Thursday, 3/3	Thursday, 4/7	Thursday, 5/5	Thursday, 6/2
Agenda Deadline - AM meeting	Wed. 12/22	Thursday, 1/27	Thursday, 2/24	Thursday, 3/31	Thursday, 4/28	Thursday, 5/26
County Commission Meeting-PM	Thursday, 1/20	Thursday, 2/17	Thursday, 3/17	Thursday, 4/21	Thursday, 5/19	Thursday, 6/16
Agenda Deadline - PM Meeting	Thursday, 1/13	Thursday, 2/10	Thursday, 3/10	Thursday, 4/14	Thursday, 5/12	Thursday, 6/9
BOCC Workshops	Monday, 1/3 Monday, 1/24					
Department Director's meeting	Tuesday, 1/25	Tuesday, 2/22	Tuesday, 3/22	Tuesday, 4/26	Tuesday, 5/24	Tuesday, 6/21
Holidays	Monday, 1/17 - Martin Luther King, Jr. B'day			Friday, 4/22 Good Friday	Monday, 5/30 Memorial Day	

	July	August	September	October	November	December
<b><u>Meeting - Event - Deadline</u></b>						
County Commission Meeting- AM	Thursday, 7/7	Thursday, 8/4	Thursday, 9/1	Thursday, 10/6	Thursday, 11/3	Thursday, 12/1
Agenda Deadline - AM meeting	Thursday, 6/30	Thursday, 7/28	Thursday, 8/25	Thursday, 9/29	Thursday, 10/27	Wednesday, 11/23
County Commission Meeting-PM	Thursday, 7/21	Thursday, 8/18	Thursday, 9/15	Thursday, 10/20	Thursday, 11/17	Thursday, 12/15
Agenda Deadline - PM Meeting	Thursday, 7/14	Thursday, 8/11	Thursday, 9/8	Thursday, 10/13	Thursday, 11/10	Thursday, 12/8
BOCC Workshops						
Department Director's meeting	Tuesday, 7/26	Tuesday, 8/23	Tuesday, 9/20	Tuesday, 10/25	Tuesday, 11/22	Tuesday, 12/20
Holidays	Monday, 7/4 4th of July		Monday, 9/5 Labor Day		Friday 11/11 Vets Thursday/Friday 11/24&25 Thanksgiving	Monday, 12/26?? Christmas TBD by BOCC