



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827
435 W. Walnut St., Monticello, Florida 32344

Stephen G. Fulford
District 1

John Nelson, Sr.
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4

Danny Monroe
District 5

Regular Session Agenda April 5, 2012 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
 - a) Explanation of Insurance Coverages by Paul Dawson/PRIA per Attorney Bird's request
3. Consent Agenda
 - a) Approval of Agenda
 - b) Minutes of March 15, 2012 Regular Session
 - c) CDBG Change Orders
 - d) April Water Conservation Month Proclamation
4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit, No Commissioner Discussion)
5. General Business
 - a) EMS Grant Application – Chief Matthews
 - b) Resolution Accepting Local Agency Program Agreement/Sidewalk Project – Alan Wise
 - c) CRTPA Inter-local Agreement – Harry Reed
 - d) Unsafe Building Abatement Procedures Draft Amendments– Scott Shirley
 - e) Small Business Development RFQ – Roy Schleicher
 - f) College Park Horse Arena Update – Comm. Barfield
 - g) SCOP Update – Alan Wise
 - h) Solid Waste Collection Sites Update – Beth Letchworth
 - i) Local Preference Policy – Attorney Bird
 - j) Request for Additional Employee: Parks & Rec. – Comm. Fulford
 - k) Personnel Policy/Coordinator's Role – Comm. Monroe
6. County Coordinator's Report
 - a) Park Rules - Overnight Camping
7. Citizen's Forum (3 Minute Limit, Commissioner 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.

Kirk Reams
Clerk of Courts

Roy M. Schleicher
County Coordinator

Bird & Sparkman, P.A.
County Attorney



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County Attorney

ITEM 3: CONSENT AGENDA MATERIALS

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
March 15, 2012

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

ITEM 2: Public Announcements, Presentations and Awards

1. Anne Holt, representing Main Street, presented a framed set of architectural prints of the "A" Building.

ITEM 3: Consent Agenda

2. Chairman Boyd presented two resolutions and the lighting bid at the Recreation Park for the Board to consider adding to the agenda. Commissioner Barfield explained one resolution was expressing opposition to HB 5301 related to Medicaid Billing. The resolution was added as Item 5(c) with no objections. Chairman Boyd presented the second resolution, which was an appreciation of the JCI closure issue to the Governor, House, Senate and Department of Corrections. The resolution was added as Item 5(d) with no objections. Commissioner Fulford requested that the Recreation Park lighting bids be added to the agenda. This issue was added as Item 5(e) with no objections. Commissioner Nelson requested a Letter of Recognition for Bethel AME's 147th Anniversary. This item was approved with no objections.
3. **On motion by Commissioner Fulford, seconded by Commissioner Monroe and unanimously carried, the Consent Agenda, consisting of the approval of the agenda as amended and the minutes from the March 1st, 2012 Regular Session, was approved.**

ITEM 5(a): Consulting Agreement: Small Business Dev./Ec. Activity Strategies

4. Dr. Dallas Garrett presented a proposal outlining Small Business Development and Economic Strategic Planning services for a 12 week period. Commissioner Fulford stated that services could be better positioned if advertised and solicited. Commissioner Monroe agreed that advertising would be the best option. Commissioner Nelson commented that the Board needed to follow the policies in place that the county departments were expected to follow. Commissioner Barfield stated that this would be more than just a three month process and that she would be comfortable with bidding out services for a six month to one year period. Chairman Boyd stated that these services could be bid out, with the results brought back at a future meeting.

ITEM 5(b): Codification Update

5. Clerk of Court Kirk Reams informed the Board that the 9 or so ordinances approved since codification have been submitted to Municipal Code Corporation for inclusion as a supplement to the original codification.

ITEM 5(c): HB 5301 Resolution

6. Commissioner Barfield explained that one aspect of HB 5301 would prohibit counties from having the opportunity to review Medicaid billing for accuracy. Clerk of Court Kirk Reams and Deputy Clerk Nick Flynt confirmed and stated that the overall impact would be approximately \$85,000. **On motion by Commissioner Fulford, seconded by Commissioner Barfield and unanimously carried, the resolution was approved.**

ITEM 5(d): Resolution of Appreciation RE: JCI

7. Dick Bailar, representing the Legislative Committee, introduced the resolution expressing appreciation to the Governor, House, Senate and DOC for sparing JCI. **On motion by Commissioner Fulford, seconded by Commissioner Monroe and unanimously carried, the resolution was approved.**

ITEM 5(e): Rec Park Lighting Bids

8. County Coordinator Roy Schleicher presented the bids for the Recreation Park lighting project and stated that Bass Electric had the winning bid after local preference was applied. **Commissioner Fulford made a motion to approve Bass Electric, to which Commissioner Nelson seconded for discussion.** Engineer Alan Wise requested that the motion be amended to allow the Chairman to sign the forthcoming contract. **The motion as amended passed unanimously.**

ITEM 6(a): County Coordinator's Report / Department Head Reports

9. County Coordinator Roy Schleicher presented Department Head reports to the Board. Commissioner Barfield inquired for an update from Kenny Brooks about a possible only check-out system. County Coordinator Roy Schleicher presented the Code Enforcement Board application of Robert Halbert.

ITEM 7: Citizens' Forum

10. Citizen Jack Carswell expressed concern about the proposed Solid Waste Building's façade and its consistency with county architectural design/culture. Engineer Alan Wise stated that he would place some brick façade components as a bid alternate.
11. Citizen C.P. Miller expressed concern with permitting fees of \$1000 for developments related to additions, especially for churches. Commissioner Nelson agreed that fees should not be so prohibitive. Commissioner Monroe stated his desire for the Planning Commission to look into this matter. Commissioner Fulford stated he would like to find out the cost of the process in order charge a fee that is relative. Mr. Miller asked about a waiver for the two churches he was about to begin work on. Commissioner Fulford responded that availability of waiving fees would have to be investigated in the code and asked County Coordinator Roy Schleicher to research the issue with Julie Conley.

ITEM 8: Commissioner Discussion Items

12. Commissioner Nelson announced the VFW 251 Banquet on March 24th at the JCMHS Cafeteria at 7 pm.
13. Commissioner Barfield announced that the Horse Show had been postponed until May and that the building at the arena site needed to be ADA compliant. She also stated that

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

she has been meeting with Extension Director John Lilly and Patricia Garner of Green Industries/NFCC in order to discuss the Extension Office moving to the Green Industries/NFCC site.

14. Commissioner Monroe gave an update on the dredging permitting at the Wacissa Boat Ramp. Engineer Alan Wise stated that the permit had been finalized and would potentially be in hand early next week.

ITEM 9: Adjournment

15. The warrant register was reviewed and bills ordered paid.

- 16. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the meeting was adjourned.**

Attest: _____
Clerk

Chairman

**Jefferson Change Order
CONTRACT FOR REHABILITATION WORK**

~~~~Backup paperwork is needed with change order~~~~

Change Order # 3

Owner Tanya Johnson (Bellamy)

Contractor Fla. Homes, Inc R/C

Jobsite Address 5383 Turkey Scratch Road, Monticello, FL 32344

The Contract for Rehabilitation Work entered into on 01/10/2012, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

|        |        |                                                                                                                     |              | Original Contract Price   | \$64,489.00 |
|--------|--------|---------------------------------------------------------------------------------------------------------------------|--------------|---------------------------|-------------|
| Item # | System | Description of Work                                                                                                 | Location     | Price                     |             |
|        |        | Drill 4" well up to 150', 1HP 20 gpm submersible pump, 120 gal bladder tank, install + plumb w/ gate + brass valves |              | \$5,400 <sup>00</sup>     |             |
|        |        | Electric disconnect                                                                                                 |              | 250 <sup>00</sup>         |             |
|        |        | Overhead and profit                                                                                                 |              | 047 <sup>50</sup>         |             |
|        |        |                                                                                                                     | <b>TOTAL</b> | <b>6,497<sup>50</sup></b> |             |

This Change Order hereby becomes an integral part of the Contract, pursuant to Sections 18 and 19 of the Contract.

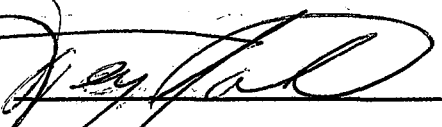
The Contract amount is hereby amended by this change order amount of: \$ 6,497<sup>50</sup>

**Check One** CDBG Funds      Private Funds      New Total (including all previous change orders)

\$ 75,503<sup>50</sup>

The work completion deadline: **(check all that apply)**

- Is not extended
- Is extended to (date) \_\_\_\_\_
- Occupancy of the structure will be as originally contracted
- The structure will need to be vacant for an additional \_\_\_\_\_ days

|                              |                |                                                                                      |                |
|------------------------------|----------------|--------------------------------------------------------------------------------------|----------------|
| <u>Debbie Herring, agent</u> | <u>3/23/12</u> |  | <u>3/23/12</u> |
| Contractor Signature         | Date           | Owner Signature                                                                      | Date           |
| <u>[Signature]</u>           | <u>3/23/12</u> | <u>Tanya Johnson</u>                                                                 | <u>3/23/12</u> |
| Housing Rehab Spec.          | Date           | Local Government Rep                                                                 | Date           |



13919 NW 145<sup>th</sup> Avenue  
Alachua, FL 32615  
386-418-4889 phone  
386-462-7718 fax

FLA. HOMES, INC.

# Fax

|                                                                                                                                                                                           |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| To:                                                                                                                                                                                       | From: Debbie Hering |
| Fax:                                                                                                                                                                                      | Pages:              |
| Phone:                                                                                                                                                                                    | Date:               |
| Re:                                                                                                                                                                                       | CC:                 |
| <input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle |                     |

Additional quotes for Tanya Johnson well

Sims Well Drilling - Gary

850-878-1515

Phone  
quote  
3/21/12

\$4800

+ \$12/ft x 50 = \$600

---

\$5400<sup>00</sup>

# Gaylord Pump & Irrigation Inc.

P.O. Box 548  
Branford Fl. 32008  
386-935-0932 Fax 386-935-0778  
gaylordpump@windstream.net  
Contract

Attn: Anna  
Florida Home Inc  
13919 NW 145th Ave  
Alachua FL 32615

Date 2-14-2012  
Phone 386-418-4663  
Cell \_\_\_\_\_  
Fax 386-462-7718

DLV# \_\_\_\_\_

We hereby submit contract to cover work as indicated below.

1. Drill water well up to 100 feet, and up to 84 feet of casing included in contract price. *Note volume of water is guaranteed but not quality or content of water. Customer is responsible for filtration system required for purification of water.)*
2. Steel Casing 4 inch Section \_\_\_\_\_
3. Submersible Pump 1 Hp Township \_\_\_\_\_
4. Drop Pipe 1-1/4 inch Range \_\_\_\_\_
5. Tank 81 gallon Pre-charged Diaphragm Galvanize Location Jefferson
6. State Construction Permit (\$45.00) Property ID 01-15-5E-0000-0110-0000
7. Additional Supplies Needed \_\_\_\_\_

*\$ 5,790 for 150 plus casing*

*It is the purchaser responsibility to run power to the pressure switch, and also run water line from Tank to where purchaser needs water, not Gaylord Pump & Irrigation*

We hereby propose to furnish labor and materials as explained in this contract complete in accordance with the above specifications. For the sum of \$5045.00 dollars. This is for up to 100 feet of well, and up to 84 feet of casing. If well is over 100 feet there is an additional charge of \$14.50 per foot. If casing goes past 84 feet there is an additional charge of \$15.50 per foot. Contract is to be paid as follows. 50% of contract due before work starts. 50% of \$5045.00 is \$2522.50 dollars. Balance due upon completion of job. Balance may be more than \$2522.50 dollars because of well depth, or casing depth. Gaylord Pump & Irrigation Inc. reserves the right to come back on the property to repossess the pump, tank, and accessories if satisfactory payment is not met. Contract is void if well is in a delineated area.

In the event the company (Gaylord Pump & Irrigation Inc.) has to refer a past due contract or any part to an attorney or collection agency. The purchaser agrees to pay reasonable attorney fees, and all other cost of collection including court cost.

Purchaser / Agent has read this contract in its entirety and is in agreement with all terms stated above. *If contract is not signed within 30 days, prices are subject to change.*

\_\_\_\_\_  
Purchaser / Agent Date

Fax 386-418-27718

# Mike's Pump Repair & Well Drilling, Inc.



Service ALL Surrounding Counties  
 (386) 364-5360 • (850) 973-8877  
 13969 86th Terrace  
 Live Oak, Florida 32060  
 Cell: (386) 590-0888  
 Day or Night

Name Ala Homes Inc. Date 2-14 2012

Address Bill Neriway Phone 386 418 4663

| QUANTITY | DESCRIPTION                         | AMOUNT  |
|----------|-------------------------------------|---------|
| 1        | 4" well complete                    |         |
|          | 1 hp. system                        |         |
|          | up to 150 ft. deep                  | 7500.00 |
|          | after 150 ft -                      |         |
|          | 24.00 ft.                           |         |
|          | this includes casing + drill permit | 50.00   |
|          | TAX                                 |         |
|          | TOTAL                               |         |

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

IF NO PAYMENT IS RECEIVED WITHIN 30 DAYS WE MAY COME AND COLLECT PARTS INSTALLED. A SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON UNPAID BALANCE AFTER 30 DAYS. MINIMUM CHARGE \$1.00.

**MILLS WELL DRILLING INC.  
 5355 TOWER ROAD  
 TALLAHASSEE FLORIDA 32303  
 850-562-2906**

Customer: Fla. Homes, Inc.

Address: Tanya J. Bellamy

Phone: 5383 Turkey Scratch Road

**4" Residential Water Well Package Includes The Following:**

- 4" Black Steel Well Casing
- 1 Horsepower Submersible Pump
- 1 1/4" Galvanized Pump Pipe
- 120 Gallon Galvanized Tank
- #12-4 Submersible Pump Wire
- 1 1/4" Fitting Package-Including Tank Plumbing, Pump Controls
- 4" Water Well Permit
- Up To 100' 12-2 UF Wire Connected To Customer's Disconnect Service

|                                              |          |            |
|----------------------------------------------|----------|------------|
| Above Package For Well Drilled Up To-        | 100 Feet | \$5850.00  |
| All Footage Drilled Over Is \$14.00 Per Foot | 150 Feet | \$6550.00  |
| Any Additional Options Will Be Extra         | 200 Feet | \$7250.00  |
|                                              | 250 Feet | \$7950.00  |
|                                              | 300 Feet | \$8650.00  |
|                                              | 350 Feet | \$9350.00  |
|                                              | 400 Feet | \$10050.00 |
|                                              | 450 Feet | \$10750.00 |

**Warranty**

- Five year Guarantee On Sand Free Water
- Two Year Guarantee On Defective Pump And Controls
- Freezing, Lightning Not Included

Options \_\_\_\_\_

Payment To Be Made As Follows: \_\_\_\_\_

**Acceptance Of Proposal**

Date \_\_\_\_\_

Authorized Signature

Well Construction And Pump Service Since 1961  
 Leon, Jefferson, Wakulla, Gadsden, Franklin

# Official Proclamation

Jefferson County Board of Commissioners  
Monticello, Florida

**WHEREAS**, clean, safe and sustainable water resources are vital to Jefferson County's residents, visitors, economy, and environment; and

**WHEREAS**, droughts, development, and population growth serve as reminders that Florida's groundwater and surfacewater resources, including the Aucilla and Wacissa rivers, are finite and fragile; and

**WHEREAS**, Jefferson County supports and promotes the efficient use of Florida's water resources; and

**WHEREAS**, every citizen can help save water by following the Suwannee River Water Management District's year-round landscape irrigation rule and water shortage advisories, and by otherwise conserving water both indoors and outdoors; and

**WHEREAS**, water conservation will continue to play an important role in the future protection and preservation of rivers and springs; and

**WHEREAS**, the Governor and Cabinet of the State of Florida traditionally have designated April as Water Conservation Month,

**NOW THEREFORE**, the Jefferson County Board of Commissioners does hereby proclaim April 2012 as

## Water Conservation Month

and does urge every citizen of Jefferson County to celebrate Water Conservation Month by taking an active role in conserving water and promoting its efficient use.

ATTEST:

Jefferson County Board of Commissioners

\_\_\_\_\_

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

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

## **ITEM 5(a): EMS GRANT APPLICATION**

## EMS MATCHING GRANT APPLICATION

### FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

**Complete all items unless instructed differently within the application**

Type of Grant Requested:  Rural       Matching

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) \_\_\_\_\_

|                                                                                                                                                                                                                                                                                                   |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1. <b>Organization Name:</b> Jefferson County Fire Rescue                                                                                                                                                                                                                                         |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| 2. <b>Grant Signer:</b> (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)                                                                                                                         |                          |
| Name: Hines Boyd                                                                                                                                                                                                                                                                                  |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| Position Title: Chairman, Board of County Commissioners                                                                                                                                                                                                                                           |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| Address: Jefferson County Court House                                                                                                                                                                                                                                                             |                          |
| 1 Court House Circle                                                                                                                                                                                                                                                                              |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| City: Monticello                                                                                                                                                                                                                                                                                  | County: Jefferson        |
| State: Florida                                                                                                                                                                                                                                                                                    | Zip Code: 32344          |
| Telephone: 850-342-0218                                                                                                                                                                                                                                                                           | Fax Number: 850-342-0222 |
| E-Mail Address: hboyd@jeffersoncountyfl.gov                                                                                                                                                                                                                                                       |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| 3. <b>Contact Person:</b> (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.) |                          |
| Name: Mark Matthews                                                                                                                                                                                                                                                                               |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| Position Title: Chief                                                                                                                                                                                                                                                                             |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| Address: Jefferson County Fire rescue                                                                                                                                                                                                                                                             |                          |
| 1456 S. Jefferson St.                                                                                                                                                                                                                                                                             |                          |
|                                                                                                                                                                                                                                                                                                   |                          |
| City: Monticello                                                                                                                                                                                                                                                                                  | County: Jefferson        |
| State: Florida                                                                                                                                                                                                                                                                                    | Zip Code: 32344          |
| Telephone: 850-342-0178                                                                                                                                                                                                                                                                           | Fax Number: 850-342-0181 |
| E-Mail Address: mmatthews@jeffersoncountyfl.gov                                                                                                                                                                                                                                                   |                          |

**19. Certification:**

My signature below certifies the following.

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.

I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.

I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.

I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.

I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.

Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.

\_\_\_\_\_  
Signature of Authorized Grant Signer  
(Individual Identified in Item 2)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM / DD / YY

**THE TOP PART OF THE FOLLOWING PAGE, Request for Grant Fund Distribution, MUST ALSO BE COMPLETED, SIGNED, and turned in with the application form.**



FLORIDA DEPARTMENT OF HEALTH  
EMS GRANT PROGRAM

**REQUEST FOR GRANT FUND DISTRIBUTION**

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

**DOH Remit Payment To:**

Name of Agency: Jefferson County Fire Rescue

Mailing Address: C/O County Court House

1 Court House Circle

Monticello, Fl. 32344

Federal Identification Number 59-6000-690

Authorized Agency Official: \_\_\_\_\_

Signature

Date

Hines Boyd, Chairman BOCC

Type Name and Title

*Sign and return this page with your application to:*

*Florida Department of Health  
BEMS Grant Program  
4052 Bald Cypress Way, Bin C18  
Tallahassee, Florida 32399-1738*

**Do not write below this line. For use by Bureau of Emergency Medical Services personnel only**

Grant Amount For State To Pay: \$ \_\_\_\_\_

Grant ID Code: \_\_\_\_\_

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

Signature of State EMS Grant Officer

Date

State Fiscal Year: 2011 - 2012

Organization Code  
64-42-10-00-000

E.O.  
03

OCA  
SF003

Object Code  
750000

Federal Tax ID: VF \_\_\_\_\_

Grant Beginning Date: \_\_\_\_\_

Grant Ending Date: \_\_\_\_\_

**ITEM 5(b): LOCAL AGENCY AGREEMENT &  
RESOLUTION FOR SIDEWALK PROJECT**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

---

|                                                                                         |                    |                           |
|-----------------------------------------------------------------------------------------|--------------------|---------------------------|
| FPN: 431743-1-38-01                                                                     | Fund: SR2S         | FLAIR Approp: _____       |
| Federal No: SRTS-228-A                                                                  | Org Code: _____    | FLAIR Obj: _____          |
| FPN: _____                                                                              | Fund: _____        | FLAIR Approp: _____       |
| Federal No: _____                                                                       | Org Code: _____    | FLAIR Obj: _____          |
| FPN: _____                                                                              | Fund: _____        | FLAIR Approp: _____       |
| Federal No: _____                                                                       | Org Code: _____    | FLAIR Obj: _____          |
| FPN: _____                                                                              | Fund: _____        | FLAIR Approp: _____       |
| Federal No: _____                                                                       | Org Code: _____    | FLAIR Obj: _____          |
| County No: 54 (Jefferson)                                                               | Contract No: _____ | Vendor No: VF596000690004 |
| Data Universal Number System (DUNS) No: 80-939-7102                                     |                    |                           |
| Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction |                    |                           |

---

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Jefferson County B.O.C.C., hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of sidewalks on Mamie Scott Drive and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) "A", "B", "C" and "1" are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

## **Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before June 30, 2015. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

## **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 30,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more

than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) 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 1 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, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the 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 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers

evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency 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, Florida Statutes, 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 Agency regarding such audit. The Agency 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 the 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" of 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 non-state entity as defined by Section 215.97(2) (I), 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 of such recipient, 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 Executive Office of the Governor 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 non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state 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 audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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 Department, 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 financial 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 address(es):

District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607
  - 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), 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 financial reporting package 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:

District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial 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:

District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

3. Copies of the financial reporting package 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 address(es):

District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

- 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 address(es):

District 3 LAP Administrator  
1074 Highway 90 • Post Office Box 607  
Chipley, Florida 32428-0607

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, 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, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the



provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the

completion of the project. Invoices submitted after the 120-day time period may not be paid.

### **8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (a) immediately terminate the Agreement as set forth in Paragraph 8.B. below, or (b) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before performance is completed, the Agency 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 Agency.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

### **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify

to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore the Agency agrees that:

(a) Each financial assistance agreement you sign with a US-DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by Department, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project

involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI - Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** 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.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency 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 Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.08 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.09 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.10 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.11 Agreement Format:** 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.

**13.12 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.13 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member

of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.14 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.15 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

**13.16 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Jefferson County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Jason Peters, P.E.  
Title: Director of Transportation Development

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

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

As to form:

As to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount: FPID 431743-1-38-01** .....\$30,000

**Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.



**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

**FPN: 431743-1-38-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Jefferson County B.O.C.C.

**PROJECT LOCATION:**

The project \_\_\_ is  X  is not on the National Highway System.

The project \_\_\_ is  X  is not on the State Highway System.

**PROJECT DESCRIPTION:**

This project is for the Design of approximately 0.340 miles of sidewalk in Monticello on the east side of Mamie Scott Drive from existing sidewalk at Mississippi St. to CR 29 (Texas Hill Rd.).

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

All improvements shall be constructed within the existing right of way.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by June 30, 2015.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the preliminary engineering costs **not to exceed \$30,000.**

The Department will issue a separate LAP Agreement for the construction phase of this project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

|                                                                                                                      |                            |
|----------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>AGENCY NAME &amp; BILLING ADDRESS</b><br>Jefferson County B.O.C.C.<br>1 Courthouse Circle<br>Monticello, FL 32344 | <b>FPN: 431743-1-38-01</b> |
|----------------------------------------------------------------------------------------------------------------------|----------------------------|

**PROJECT DESCRIPTION**

Name: Mamie Scott Drive Sidewalks Length: 0.340 miles

Termini: In Monticello, along the east side of Mamie Scott Drive from existing sidewalk @ Mississippi Street to CR 29 (Texas Hill Rd.).

| TYPE OF WORK By Fiscal Year                                          |                                  | FUNDING                       |                        |                                 |
|----------------------------------------------------------------------|----------------------------------|-------------------------------|------------------------|---------------------------------|
|                                                                      |                                  | (1)<br>TOTAL<br>PROJECT FUNDS | (2)<br>AGENCY<br>FUNDS | (3)<br>STATE &<br>FEDERAL FUNDS |
| <b>Planning</b>                                                      | 2006-2007                        |                               |                        |                                 |
|                                                                      | 2007-2008                        |                               |                        |                                 |
|                                                                      | 2008-2009                        |                               |                        |                                 |
|                                                                      | Total Planning Cost              |                               |                        |                                 |
| <b>Project Development &amp; Environment (PD&amp;E)</b>              | 2006-2007                        |                               |                        |                                 |
|                                                                      | 2007-2008                        |                               |                        |                                 |
|                                                                      | 2008-2009                        |                               |                        |                                 |
|                                                                      | Total PD&E Cost                  |                               |                        |                                 |
| <b>Design</b>                                                        | 2011-2012                        | \$30,000                      |                        |                                 |
|                                                                      |                                  |                               |                        |                                 |
|                                                                      | Total Design Cost                | \$30,000                      |                        |                                 |
| <b>Right-of-Way</b>                                                  | 2006-2007                        |                               |                        |                                 |
|                                                                      | 2007-2008                        |                               |                        |                                 |
|                                                                      | 2008-2009                        |                               |                        |                                 |
|                                                                      | Total Right-of-Way Cost          |                               |                        |                                 |
| <b>Construction and Construction Engineering and Inspection(CEI)</b> | 2012-2013                        |                               |                        |                                 |
|                                                                      |                                  |                               |                        |                                 |
|                                                                      | Total Construction and CEI Costs |                               |                        |                                 |
| <b>TOTAL COST OF THE PROJECT</b>                                     |                                  | \$30,000                      |                        |                                 |

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

## **EXHIBIT "C"**

### **RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR DEPARTMENT ASSISTED CONTRACTS**

**FPN: 431743-1-38-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Jefferson County B.O.C.C.

#### **EXISTING CONSULTANT CONTRACTS:**

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act (CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

#### **CONSULTANT CEI CONTRACTS:**

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

#### **DESIGN-BUILD CONTRACTS:**

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

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

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 #2012-040512-01**

**WHEREAS**, Jefferson County realizes the importance of sidewalks for the safety of its pedestrians and bicyclists, and;

**WHEREAS**, Jefferson County does not have the funds to pay for the sidewalk extension's design or construction, and;

**WHEREAS**, a Local Agency Program Agreement has been offered to assist small county governments in planning and construction of sidewalks for the safety of pedestrian traffic and Safe Routes to Schools, and

**WHEREAS**, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 431743-1-38-01 for costs directly related to planning and design of sidewalk extensions from along the east side of Mamie Scott Drive from existing sidewalk @Mississippi Street to CR 29 (Texas Hill Rd.), 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 "Local Agency Program Agreement" related to the project.

**DONE THIS 5<sup>th</sup> DAY OF APRIL, 2012.**

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Hines Boyd, Chairman

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

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Kirk Reams  
Clerk of Courts

Roy M. Schleicher  
County Coordinator

T. Buckingham Bird  
County Attorney

**ITEM 5(c): CRTPA INTERLOCAL  
AGREEMENT**

**AMENDED INTERLOCAL AGREEMENT CONCERNING THE FORMATION AND  
OPERATION OF THE  
CAPITAL REGION TRANSPORTATION PLANNING AGENCY**

THIS AMENDED INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT); the COUNTIES OF GADSDEN, JEFFERSON, LEON and WAKULLA; the CITIES OF CHATTAHOOCHEE, GRETNA, MIDWAY, QUINCY, TALLAHASSEE; the TOWNS OF GREENSBORO and HAVANA; and the LEON COUNTY SCHOOL BOARD.

**RECITALS**

**WHEREAS**, the Federal Government, under the authority of 23 U.S.C. and 49 U.S.C. requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and further requires the State Transportation Agency and the Metropolitan Planning Organization (MPO) to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

**WHEREAS**, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

**WHEREAS**, 23 U.S.C. as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 U.S.C., 23 CFR 450, and Section 339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas; and

**WHEREAS**, pursuant to 23 U.S.C., 49 U.S.C., 23 CFR 450 and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization; and

**WHEREAS**, pursuant to Section 339.175(4), Florida Statutes, the Governor shall, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area; and

**WHEREAS**, pursuant to 23 CFR 450 and Section 339.175(2)(b), Florida Statutes, an Interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO. The signatories to the Interlocal agreement shall be the Department and the governmental entities designated by the Governor for membership on the MPO; and

**WHEREAS**, on June 21, 2004, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a resolution changing the name of the MPO to the Capital Region Transportation Planning Agency (the CRTPA), without any change to its legal organization; and

**WHEREAS**, on January 12, 2009, the CRTPA Board approved a reapportionment plan in accordance with the revised Planning Area Boundary to include all of Gadsden, Jefferson, Leon and Wakulla Counties, which reapportionment plan was subsequently submitted to the Governor for approval; and

**WHEREAS**, pursuant to Section 339.175(4), Florida Statutes, dated March 17, 2011, the Governor has agreed to the apportionment plan; and

**WHEREAS**, the Interlocal agreement is required to create the CRTPA and delineate the provisions for operation of the CRTPA as the MPO for this region; and

**WHEREAS**, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175, Florida Statutes;

**WHEREAS**, pursuant to Section 339.175(2)(b), Florida Statutes, the Interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to Interlocal agreements; and

**WHEREAS**, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

## **ARTICLE 1 RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

BOARD shall mean the governing board of the CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA). Congestion Management System means a systematic process for managing congestion that provides information on transportation system performance and on alternative strategies for alleviating congestion and enhancing the mobility of persons and goods to levels that meet state and local needs.

CRTPA means the Capital Region Transportation Planning Agency, which is the MPO formed pursuant to this Agreement.

DEPARTMENT shall mean and refer to the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Functional Classification means the assignment of roads into systems according to the character of service they provide in relation to the total road network. Basic functional categories include arterial roads, collector roads, and local roads which may be subdivided into principal, major, or minor levels. Those levels may be additionally divided into rural and urban categories.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 U.S.C., 23 CFR 450, and Section 339.175(7), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population as described in 23 U.S.C., 49 U.S.C., and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means Metropolitan Planning Organization and refers to the CRTPA which is the MPO formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C., 49 U.S.C, 23 CFR 450 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description of each planning task and an estimated budget therefore and must comply with applicable state and federal law, all as required by 23 CFR 450 and Section 339.175(9), Florida Statutes.

## **ARTICLE 2 PURPOSE**

Section 2.01. General Purpose. The purpose of this Agreement is to establish the Capital Region Transportation Planning Agency:

(a) To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people, freight and goods within and through this metropolitan area of this state, foster economic growth and development within and through urbanized areas of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan transportation planning processes;

(b) To develop transportation plans and programs, in cooperation with the state and public transit operators, which plans and programs provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in section 334.046(1), Florida Statutes;



(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addresses and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To ensure that the process is integrated with the statewide planning process, the MPO shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions;

(e) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. and 49 U.S.C.; and

(f) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. and 49 U.S.C.; 23 CFR 420 and 450, and 49 CFR Part 613; and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Execute all agreements or certifications necessary to comply with applicable state or federal law;
- (h) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs required by this section; and
- (i) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with the DEPARTMENT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State and to assure the compatibility of all components, including multimodal facilities. Section 339.155,

Florida Statutes, requires the Department to develop and annually update a statewide transportation plan, which established and defines the state's long-range transportation goals and objectives to be accomplished over a period of at least 20 years within the context of the State Comprehensive Plan, and considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

### **ARTICLE 3 MPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Capital Region Transportation Planning Agency (CRTPA).

Section 3.02. Effect on Prior Interlocal Agreement. This Agreement supercedes and replaces the November 15, 2004, Interlocal Agreement between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTIES OF GADSDEN, LEON AND WAKULLA; the CITIES OF QUINCY, MIDWAY and TALLAHASSEE; the TOWN OF HAVANA; and the LEON COUNTY SCHOOL BOARD, upon the effective date of this Agreement. The November 15, 2004 Interlocal Agreement superceded and replaced the October 16, 2000, Interlocal Agreement between THE DEPARTMENT OF TRANSPORTATION, LEON COUNTY, THE CITY OF TALLAHASSEE and THE LEON COUNTY SCHOOL BOARD. Notwithstanding the foregoing, the legal existence of the MPO shall be continuous and all lawful and valid acts of the MPO and its Board and officials prior to the date of this Agreement are hereby ratified and acknowledged as valid and binding acts of the CRTPA.

Section 3.03. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.04. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body of the MPO responsible for cooperative decision-making of actions taken by the MPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.05. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.06. Rights of review. All parties to this Agreement, and the affected federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

#### **ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

##### Section 4.01. Composition and membership of governing board.

(a) The membership of the MPO shall consist of voting representatives from the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; the Towns of Greensboro and Havana; the Leon County School Board; and one non-voting representative from the Department of Transportation.

(1) The apportionment of the membership of the MPO is based on population distribution among the above members, using weighted voting as specifically outlined in the CRTPA bylaws. For Leon County and the City of Tallahassee, the number of voting points is determined by the number of voting members as agreed upon by the Leon County Board of County Commissioners and the City of Tallahassee respectively.

(2) The MPO may also provide for other non-voting advisors as outlined in the MPO bylaws.

(3) The Board shall have the authority to adopt bylaws concerning the governance and management of the CRTPA, including provisions governing Board meetings and votes, the authority of Board officers and the authority of CRTPA officials. The bylaws shall address:

(A) The weighted votes assigned to each member from the County Commission designated by Leon County and each member from City Commission to be designated by the City of Tallahassee.

(B) The weighted votes assigned to each representative of any consolidated membership of the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; and the Towns of Greensboro and Havana.

(C) Substitution and replacement of Board members.

(D) Such other matters as are necessary or convenient for the administration of the MPO.

(b) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the effected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 USC 134, may also provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO.

(c) All voting representatives shall be elected officials of general purpose local governments, except that an MPO may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term “elected officials of a general-purpose local government” shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. Where all members of a governing board of the county, the city, or authority are to be voting representatives on the MPO, each member shall become a

representative on the MPO upon entering office. Otherwise, individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(d) In no event shall the county commission representatives constitute less than one-third of the weighted vote of the MPO, except for an MPO with more than 15 members located in a county with a 5member county commission or an MPO with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members.

(e) County commissioners shall compose not less than 20 percent of the MPO membership if an official of the agency that operates or administers a major mode of transportation has been appointed to an MPO.

(f) In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the MPO, they shall be provided voting membership on the MPO. Consortiums of municipalities may organize to appoint voting members who alternate each year.

(g) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within 60 days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms. Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member or as outlined in the CRTPA bylaws.

## **ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175 (5) and (6), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), Florida Statutes, the MPO shall have an executive or staff director who reports directly to the MPO governing board for all matters regarding the administration and operation of the MPO and any additional personnel as deemed necessary. The executive director and any additional personnel may be employed either by the MPO or by another governmental entity, such as a county, city, or regional planning council, that has a staff services agreement signed and in effect with the MPO. Each MPO may enter into contracts with local or state agencies, private planning or private engineering firms, or other public or private entities to accomplish its transportation planning and programming and administrative

functions;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept gifts, grants, assistance funds, or bequests;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable state laws, rules and regulations; and

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(9), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, and consistent with Chapter 339.175, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), Florida Statutes, the MPO shall enter into written agreements, which shall be reviewed, and updated as necessary, every 5 years with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

- (i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (j) Prepare a congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems required by state or federal law;
- (k) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (m) Execute all certifications and agreements necessary to comply with state or federal law;
- (n) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs;
- (o) Perform such other tasks presently or hereafter required by state or federal law; and
- (p) Adopt operating rules and procedures.

## **ARTICLE 6 ADMINISTRATION**

Section 6.01. Generally. In addition to its function as the policy-making body of MPO, the Board shall have responsibility to approve the official MPO reports and take the official MPO actions required by Section 339.175, Florida Statutes. The Board Chairman shall serve as the principle administrative officer of the Board and shall have such additional duties and authority as described in the MPO bylaws. An Executive Director shall serve as the principal administration of MPO operations and staff, shall have responsibility for advising the Board regarding official MPO business and administration. The Executive Director shall have responsibility for the day-to-day administration of MPO operations, supervision of MPO staff, consultants and contractors, establishment of procedures and operational policies governing MPO administration and staff, and such other responsibilities as are set forth in the MPO bylaws.

Section 6.02. Administrative Support. The MPO shall operate as an independent legal entity, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration. The MPO may contract for office space and administrative support and, alternatively or additionally, enter into arrangements with one or more of the member cities or counties for such purposes, setting forth the nature, scope and terms of service and method of compensation therefore. Such compensation may be by direct payment, by credit against monies due under Section 7.01, or a combination thereof.

Section 6.03. Recommendations and Reports. The Executive Director shall have responsibility to ensure that the Board timely receives all necessary and appropriate recommendations and reports for the efficient performance of the MPO's obligations. Unless otherwise provided by law or MPO bylaws, all recommendations and reports by MPO staff, consultants, contractors, committees and advisory bodies shall be directed to the Executive Director, who will thereafter formulate a recommendation(s) or report to the Board for consideration and coordinate such staff and other presentations to the Board as appropriate.

Section 6.04 Delegation. The Board may, in accordance with MPO bylaws, delegate authority to one or more of its members to act on behalf of the Board as necessary for the efficient and effective performance of MPO obligations. The MPO bylaws shall provide procedures and criteria for such delegation, which shall ensure that such delegation is limited in scope and time appropriate for the intended purpose and as necessary to comply with law, and is subject to Board ratification or approval whenever practicable. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. Additionally, the Board may, in accordance with MPO bylaws, delegate certain duties to the Executive Director, subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

Section 6.05 General Counsel. The MPO may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the MPO and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

## **ARTICLE 7 FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 7.01. Funding. Pursuant to Section 339.175(6)(f), Florida Statutes, the Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds. The MPO will be responsible for the establishment of procedures and operational policies governing all other MPO funding allocations and responsibilities as set forth in the MPO bylaws.

Section 7.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, 49 CFR Part 18, and all other applicable federal regulations.

Section 7.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18and Chapter 119, Florida Statutes. The Executive Director or his designee shall be the custodian of official MPO records.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

Section 8.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 8.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 8.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by mutual agreement of all parties to this Agreement. The Governor shall review the composition of the MPO membership in conjunction with the decennial census as prepared by the United States Department of Commerce, Bureau of Census, and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment by the Governor, this Agreement shall also be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except Leon County and the City of Tallahassee and the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Withdrawal of one or more members of this MPO shall not result in termination of this Agreement or the MPO. Unless agreed in writing by the remaining members of the MPO, withdrawal by a member shall be effective at the end of the MPO's fiscal year during which the memorandum of withdrawal was received, and any financial or other obligation of the withdrawing member shall remain in effect for the remainder of said fiscal year. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 8.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as provided in the MPO bylaws.

Section 8.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.



(c) Renumbering or Revisions to Statutory Provisions. To the extent that any statutory revisions occur between the date of this Interlocal Agreement and its five year review, it is the intent of the CRTPA to incorporate the changes or renumbering of the statutory provisions into this Interlocal Agreement.

(d) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 8.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

Section 8.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 8.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The Counties of GADSDEN, JEFFERSON, LEON and WAKULLA hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

*(Signature Pages To Follow)*

Passed and adopted by the Board of County Commissioners of Gadsden County, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Sherrie Taylor, Chairperson  
Board of County Commissioners

ATTEST:  
NICHOLAS THOMAS, CLERK OF THE COURT  
GADSDEN COUNTY, FLORIDA

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

APPROVED AS TO FORM:  
GADSDEN COUNTY ATTORNEY

BY: \_\_\_\_\_  
Deborah Minnis, Esq.

Passed and adopted by the Board of County Commissioners of Jefferson County, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Stephen Fulford, Chair  
Board of County Commissioners

ATTEST:  
KIRK REAMS, CLERK OF THE COURT  
JEFFERSON COUNTY, FLORIDA

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

APPROVED AS TO FORM:  
JEFFERSON COUNTY ATTORNEY

BY: \_\_\_\_\_  
T. Buckingham Bird, Esq.

Passed and adopted by the Board of County Commissioners of Leon County, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Akin Akinyemi, Chair  
Board of County Commissioners

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

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

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.

Passed and adopted by the Board of County Commissioners of Wakulla County, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Alan Brock, Chair  
Board of County Commissioners

ATTEST:  
BRENT THURMOND, CLERK OF THE COURT  
WAKULLA COUNTY, FLORIDA

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

APPROVED AS TO FORM:  
WAKULLA COUNTY ATTORNEY

BY: \_\_\_\_\_  
Heather Encinosa, Esq.

Passed and adopted by the Chattahoochee City Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Annette Bates  
Mayor, City of Chattahoochee

ATTEST:  
GAYLE LANIER, TREASURER, CLERK  
CITY OF CHATTAHOOCHEE, FLORIDA

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

APPROVED AS TO FORM:  
CITY OF CHATTAHOOCHEE

BY: \_\_\_\_\_  
John D. House, Esq.

Passed and adopted by the Gretna City Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Clarence M. Jackson II  
Mayor, City of Gretna

ATTEST:  
NICHOLAS THOMAS, TREASURER, CLERK  
CITY OF GRETNA, FLORIDA

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

APPROVED AS TO FORM:  
CITY OF GRETNA

BY: \_\_\_\_\_  
Harold Knowles, Esq.

Passed and adopted by the Midway City Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Ella Barber  
Mayor, City of Midway

ATTEST:  
FRANCES HARRELL, CLERK  
CITY OF MIDWAY, FLORIDA

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

APPROVED AS TO FORM:  
CITY OF MIDWAY ATTORNEY

BY: \_\_\_\_\_  
Henry Hunter, Esq.



Passed and adopted by the Quincy City Commission, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Derrick Elias  
Mayor, City of Quincy

ATTEST:  
SYLVIA HICKS, TREASURER, CLERK  
CITY OF QUINCY, FLORIDA

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

APPROVED AS TO FORM:  
CITY OF QUINCY

BY: \_\_\_\_\_  
Larry White, Esq.

Passed and adopted by the Tallahassee City Commission, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
John Marks, Mayor  
City of Tallahassee

ATTEST:  
JAMES COOK, TREASURER, CLERK  
CITY OF TALLAHASSEE, FLORIDA

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

APPROVED AS TO FORM:  
CITY OF TALLAHASSEE ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
James R. English, Esq.

Passed and adopted by the Greensboro Town Council, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
William Pitts  
Mayor, Town of Greensboro

ATTEST:  
H. MAXWELL FLETCHER, TREASURER, CLERK  
TOWN OF GREENSBORO, FLORIDA

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

APPROVED AS TO FORM:  
TOWN OF GREENSBORO

BY: \_\_\_\_\_  
Alan Jackson, Esq.

Passed and adopted by the Havana Town Council, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
T. J. Davis  
Mayor, Town of Havana

ATTEST:  
SHEILA EVANS, CLERK  
TOWN OF HAVANA, FLORIDA

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

APPROVED AS TO FORM:  
TOWN OF HAVANA

BY: \_\_\_\_\_  
Alex Hinson, Esq.

Passed and adopted by the School Board of Leon County, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Dee Dee Rasmussen, Chair  
School Board of Leon County

ATTEST:

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

APPROVED AS TO FORM:  
SCHOOL BOARD OF LEON COUNTY

BY: \_\_\_\_\_  
Jeff Wahlen, Esq.

Agreed to by the State of Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Tommy Barfield  
FDOT District III Secretary

ATTEST:

BY: \_\_\_\_\_  
Executive Secretary

APPROVED AS TO FORM:  
FDOT DISTRICT III, GENERAL COUNSEL

BY: \_\_\_\_\_  
Samuel Henderson, Esq.

APPROVED AS TO FORM AND LEGALITY:  
CRTPA GENERAL COUNSEL

BY: \_\_\_\_\_  
Thornton Williams, Esq.

**ITEM 5(d): UNSAFE BUILDING ABATEMENT  
PROCEDURES DRAFT AMENDMENTS**



Draft Amendments to Jefferson County Code of Ordinances

CHAPTER 10, ARTICLE V – Unsafe Building Abatement

*[Additions to existing provisions are underscored and deletions are ~~struck through~~.]*

Sec. 10-103. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Unsafe building means any building, ~~or~~ structure or property that has any of the following conditions, such that life, health, property or safety of the general public or the building its occupants, either permanent or occasional, ~~of the general public~~ are endangered:

(1) Any means of egress or portion thereof is not of adequate size, ~~or~~ is not arranged to provide a safe path of travel in case of fire or panic, or otherwise does not conform to the Florida Building Code or Florida Life Safety Code as related to the requirements for existing buildings or to the approved plans.

(2) Any means of egress or portion thereof, such as but not limited to fire doors, closing devices and fire resistive ratings, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.

(3) The stress in any material, member or portion thereof, due to all imposed loads including dead load exceeds the stress allowed in the Florida Building Code as related to the requirements for existing buildings.

(4) The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirements established by the Florida Building Code as related to the requirements for existing buildings.

(5) Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is incapable of resisting wind, seismic or similar loads as required by the Florida Building Code as related to the requirements for existing buildings.

(6) If, for any reason, the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.

(7) The building, structure or portion thereof as a result of damage, decay, deterioration or dilapidation is likely to fully or partially collapse.

(8) The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, was not constructed according to the approved plans, or was constructed without first obtaining a building construction permit.

(9) Any building, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

(10.9) Any building, structure or portion thereof that displays any of the above is in such a condition so as to constitute a public nuisance or an unsafe or dangerous attractive nuisance.

(11) Any building, structure or property rendered unsafe or dangerous to human health by the presence of unlawful hazardous materials or toxic substances.

Sec. 10-104. -- Determination of Unsafe Building Declaration; general use standards.

The Building Official, in consultation with and the Fire Official, shall determine when together agree that a building is unsafe or a portion of it may be unsafe. The Determination of Unsafe Building shall include a statement indicating the building or structure has been declared unsafe by the County and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the Code and shall be signed by the Building Official. Such determination shall be forwarded to the Code Enforcement Officer for further action according to the following procedures, and the procedures in Chapter 21, Jefferson County Code of Ordinances.

Sec. 10-105. - Notice.

The Code Enforcement Officer, upon receiving a Determination of Unsafe Building from the Building Official, shall prepare and issue a combined Notice of Unsafe Building and Notice of Violation directed to the owner of record of the building or structure. The Notice shall be mailed by certified mail to the owner of record and posted in a conspicuous place on or about the structure. The Notice shall contain, but not limited to, the following information:

(1) The street address or location on which road, if no address is assigned and the property I.D. of the structure, building or property premises.

(2) The Determination of Unsafe Building shall be included in its entirety. A statement indicating the building or structure has been declared unsafe by the county, a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the code, and signed by the building and fire officials.

(3) A statement advising that if the following required actions are as determined by the building official is not commenced within or completed by the time specified, the matter will be referred to the Code

Enforcement Board for a hearing, which may result in a finding of violation and an order imposing fine and costs and requiring that the building, structure or property will be ordered vacated and, if applicable, demolished and all costs incurred, together with any accrued fines, charged against the property or the owner of record and/or recorded as a lien against the property.

a. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continue to completion within such time as the Code Enforcement Officer~~building official~~ determines.

b. If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed and the building or structure secured against further occupancy.

c. If the building or structure is to be demolished, the notice shall require that the premises be vacated within 60 days, that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the Code Enforcement Officer~~building official~~.

~~(4) A statement that the Building Official has the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection was made without proper authorization advising that any person having any legal interest in the property may appeal the notice to the board of county commissioners, and the appeal shall be in written form and recorded with the clerk of court within 30 days from the date of notice and that failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.~~

Sec. 10-106. - Additional Powers and Duties of Building and Fire Officials~~Right of entry.~~

~~(1a)~~ The ~~B~~uilding and ~~F~~ire ~~O~~fficials may enter any building, structure or property~~premises~~ at all reasonable times to make an inspection or enforce this code.

~~a.~~~~(b)~~ When entering a building, structure or property~~premises~~ that is occupied, the officials shall first identify themselves, present proper credentials and request entry.

~~b.~~ If the building, structure or property~~premises~~ is unoccupied, the officials shall make a reasonable effort to locate the owner or other persons having charge of the building and demand entry.

~~c.~~ If the officials are unable to obtain authorization to enter and inspect a building, structure or property, the officials may enter and inspect such building, structure or property by any other lawful means, including through the inspection warrant process as provided in Chapter 933, Florida Statutes.

~~(2)~~ The Building Official shall have the authority to authorize disconnection of utility service to any structure where necessary to eliminate an immediate hazard to life or property or when such utility connection is made without proper authorization. The Building Official shall notify the serving utility

and, whenever possible, the owner or occupant of the structure, of the decision to disconnect such service prior to taking such action.

(3) In addition to issuance of the Notice by the Code Enforcement Officer as provided in Section 10-105 herein above, the Building Official is authorized to take the following emergency measures where, in the opinion of the Building Official, there is imminent danger of fire, failure, or collapse of a building or structure which endangers life, or when any portion of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the structure's occupants or those in proximity because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials:

a. Disconnection of utility service as provided herein above.

b. Order and require that the occupants vacate the building, structure or property immediately.

c. Posting the building, structure or property at each entrance informing all persons that it is unlawful for any person to enter the building, structure or property except for the purpose of securing the building or structure, making an inspection, making required repairs, removing the hazardous condition, cleanup or remediation of hazardous materials or toxic substances, or for demolition and removal.

d. Temporarily close or board up buildings or structures against further entry, or order the authority having jurisdiction to close sidewalks, streets, public rights-of-way, and places adjacent to such buildings, structures or property.

e. When there is an imminent danger due to the condition of the building, structure or property, order emergency work to reduce or eliminate such condition to be performed by the property owner, or if the owner fails to perform such work within such reasonable time as specified by the Building Official, take such steps as are necessary to eliminate such condition and present such costs to the Code Enforcement Board for an Order authorizing the placement of a lien to be recorded against the property for the costs of such work if the finding of imminent danger is confirmed by the Board.

(4). The Notice of Unsafe Building shall be removed at such time as the defect or defects upon which the Notice is based have been eliminated.

Sec. 10-107. – Code Enforcement Board Hearing. Upon failure of the owner to comply with the remedial measures and actions as required in the Notice of Unsafe Building and Notice of Violation, the Code Enforcement Officer shall schedule the matter to be heard by the Code Enforcement Board as provided in Chapter 21, Jefferson County Code of Ordinances. If the Code Enforcement Board determines that there is a violation and affirms the Code Enforcement Officer's Determination of Unsafe Building, the Board shall in its order provide a reasonable time for the owner to correct the unsafe or dangerous condition, subsequent to which the Code Enforcement Officer may be directed to take any necessary remedial measures to have the building, structure or property secured by repair, closing up all

entrances, or demolition. All such costs of remedial measures incurred by the County shall be charged against the real property upon which the building or structure is located and shall be a lien upon such real estate and may be collected in any legal manner.

~~Sec. 10-107. Recovery of costs of demolition.~~

~~If it becomes necessary for the county to demolish a building or structure:~~

~~(1) The clerk of court shall notify the owner at the last known address of the completion of demolition and shall enclose statement for the costs incurred in the process, payable in 30 days.~~

~~(2) If the bill remains unpaid 60 days' the county shall file a lien on the property as provided by law.~~

Sec. 10-108. - Method of Demolition or Repair.

(1) The Code Enforcement Board shall order either the demolition or repair of a building or structure as follows:

a. Demolition and removal shall be ordered when any building or structure is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy to such an extent that it is unreasonable to repair the building or structure. Such order shall specify a time in which demolition is to be completed and shall require that the owner board up such building or structure pending demolition and removal.

b. Repair shall be ordered where such building or structure is capable of being made safe by repair. Such order shall specify the time in which such repairs are to be made and shall require the owner to board up the building or structure pending such repair.

(2) Boarding up a building or structure for future demolition or repair shall not extend beyond one year, unless approved by the Code Enforcement Officer.

(3) When any building or structure is to be demolished and removed by the County, the County, or any entity under contract to the County, may enter onto the real property that is the subject of the order and undertake such demolition by any lawful means. The County, or any entity under contract with the County, shall have the right to sell salvage and valuable materials at the highest price obtainable. The proceeds of the sale, after deducting the expenses of such demolition and removal, shall be promptly remitted to the owner with a report of such sale of transaction, including the items of expense and the amounts deducted. If there is not surplus to remit to the owner, the report shall so state.

~~Whenever a building or structure has been duly condemned and notice of intent to demolish has been served and the owner has failed to comply with the requirements, the county shall proceed with the demolition. The following can apply:~~

~~(1) The firefighters can use the building or structure for training.~~

~~(2) County equipment can demolish and remove the debris.~~

~~(3) The county can contract to have it demolished and removed.~~

~~(4) Any part of the building or structure or its contents can be redeemed by the county and used as they desire.~~

~~Sec. 10-109.—Appeal.~~

~~Any person having any legal interest in the property or structure may appeal the notice of unsafe building to the county board of county commissioners. An appeal shall be in writing and recorded with the clerk of court within 30 days from the date of notice. Failure to appeal within the time specified will constitute a waiver of all rights to an administrative hearing. Appeal from the decision of the board of county commissioners may be made in accordance with law.~~

~~Secs. 10-110—10-131.—Reserved.~~

## **ITEM 5(g): SCOP UPDATE**



**PREBLE-RISH INC**  
CONSULTING ENGINEERS & SURVEYORS

**Gulf County**

324 Marina Drive  
Port St. Joe, FL 32456

P 850.227.7200

F 850.227.7215

**Bay County**

203 Aberdeen Parkway  
Panama City, FL 32405

P 850.522.0644

F 850.522.1011

**Walton County**

877 CR 393 North  
Santa Rosa Beach, FL 32459

P 850.267.0759

F 866.557.0076

**Gadsden County**

20 East Washington Street  
Quincy, FL 32351

P 850.875.4751

**Calhoun County**

20684 Central Avenue East  
Blountstown, FL 32424

P 850.674.3300

**Wakulla County**

36 Jasper Thomas Road  
Crawfordville, FL 32327

P 850.528.0300

**Jefferson County**

Garden Square  
187 East Walnut Street  
Monticello, FL 32344

P 850.997.2175

**Dixie County**

23414 SE 349 Hwy  
P.O. Box 3  
Suwannee, FL 32692

P 352.542.2414

**Okaloosa County**

2110 Lewis Turner Boulevard  
Ft. Walton Beach, FL 32547

P 850.200.4783

March 30, 2012

Via e-mail @ [kreams@jeffersonclerk.net](mailto:kreams@jeffersonclerk.net) and via Hand Delivery

Mr. Kirk Reams  
Clerk of Circuit Court  
Jefferson County  
1 Courthouse Circle  
Monticello, FL 32344

**RE: CR 259 Widening and Resurfacing  
Preble-Rish, Inc. Project No. 751.038**

Dear Mr. Reams:

As you know we received bids for the referenced project at 2:00 p.m. EST on March 19, 2012, and four (4) contractors submitted bids. Copies of all the bids have been provided under separate cover. The detailed bid results are attached and labeled as **Exhibit A**.

You may recall that the FDOT only provided 75% of the funding requested for this project. All submitted bids were more than \$248,817.50, or approximately 20%, over budget. To no avail, we have had several conversations with FDOT in an effort to find additional grant funding for this project so that we can move forward with the project as currently designed and bid. I will point out that the County certainly has the option to provide the remainder of the funding for this project and the project can move forward as designed and bid. If the County chooses not to provide the funding to match the State grant, I recommend rejecting all bids and allowing Preble-Rish to redesign the project, providing a reduced scope and alternative construction materials for re-bid. In some instances, award to the low bidder and scope reduction is appropriate for the sake of time and effort, however the percentage reduction and the addition of alternative construction materials inhibits that option in this instance.

We have been in contact with FDOT about the situation, the funding options, the construction options, and the procurement options. FDOT agrees with the options that I have presented to you that include 1) Jefferson County providing the match and 2) redesign of the project to reduce scope and rebid.

If the County desires to redesign the project and rebid, I ask that the County provide direction in the proposed project. Two options that you might consider are 2' lane widening with no paved shoulder, or the addition of a 3' paved shoulder. Based on the most recent market prices, I believe that these two options would be within the construction budget. I am open to research other options that the Board may wish to consider and bring them back to you at a later date.

If you have any questions, please give me a call at 850.528.0300 or e-mail me at [wisea@preble-rish.com](mailto:wisea@preble-rish.com).

Sincerely,

**PREBLE-RISH, INC.**

Alan Wise, P.E.  
Sr. Project Manager

cc: Mr. Chris Forehand, P.E., Vice-President, C.O.O., PRI  
Mr. Travis Justice, P.E., Associate, PRI

S:\751.038 CR 259 Widening and Resurfacing\correspondence\Reams 2012.3.30 Bid Results.doc





**DETAILED BID TAB  
PRI PROJECT NO. 751.038  
CR 259 RESURFACING**



| ITEM                                             | DESCRIPTION                                           | QUANTITY  | C.W Roberts Contracting Inc. |                        | Peavey and Son Construction Inc. |                        | Capital Asphalt Inc. |                        | Anderson Columbia Co. Inc. |                        |
|--------------------------------------------------|-------------------------------------------------------|-----------|------------------------------|------------------------|----------------------------------|------------------------|----------------------|------------------------|----------------------------|------------------------|
|                                                  |                                                       |           | UNIT PRICE                   | COST                   | UNIT PRICE                       | COST                   | UNIT PRICE           | COST                   | UNIT PRICE                 | COST                   |
| <b>GENERAL COSTS</b>                             |                                                       |           |                              |                        |                                  |                        |                      |                        |                            |                        |
| 0101-1                                           | MOBILIZATION                                          | 1.00      | \$ 50,000.00                 | \$ 50,000.00           | \$ 83,446.38                     | \$ 83,446.38           | \$ 40,000.00         | \$ 40,000.00           | \$ 141,991.84              | \$ 141,991.84          |
| 0102-1                                           | MAINTENANCE OF TRAFFIC                                | 1.00      | \$ 35,000.00                 | \$ 35,000.00           | \$ 68,000.00                     | \$ 68,000.00           | \$ 25,000.00         | \$ 25,000.00           | \$ 99,322.36               | \$ 99,322.36           |
| 0908104-1                                        | CONTRACTORS EROSION CONTROL                           | 1.00      | \$ 3,500.00                  | \$ 3,500.00            | \$ 20,000.00                     | \$ 20,000.00           | \$ 5,000.00          | \$ 5,000.00            | \$ 7,908.68                | \$ 7,908.68            |
| <b>ROADWAY</b>                                   |                                                       |           |                              |                        |                                  |                        |                      |                        |                            |                        |
| 0334-1-12                                        | 1" (110 LBS/SY) TYPE SP-9.5 STRUCTURAL COURSE, TRAF B | 3,827.00  | \$ 98.00                     | \$ 375,046.00          | \$ 100.00                        | \$ 382,700.00          | \$ 96.00             | \$ 367,392.00          | \$ 92.96                   | \$ 355,757.92          |
| 0334-1-12                                        | 1" (110 LBS/SY) TYPE SP-9.5 STRUCTURAL COURSE, TRAF B | 5,582.00  | \$ 102.00                    | \$ 569,364.00          | \$ 100.00                        | \$ 558,200.00          | \$ 95.00             | \$ 530,290.00          | \$ 93.32                   | \$ 520,912.24          |
| 0160-4                                           | 12" TYPE "B" STABILIZATION                            | 33,340.00 | \$ 3.00                      | \$ 100,020.00          | \$ 4.00                          | \$ 133,360.00          | \$ 1.50              | \$ 50,010.00           | \$ 0.97                    | \$ 32,339.80           |
| 0120-1                                           | REGULAR EXCAVATION                                    | 5,340.00  | \$ 4.00                      | \$ 21,360.00           | \$ 8.00                          | \$ 42,720.00           | \$ 6.00              | \$ 32,040.00           | \$ 6.14                    | \$ 32,787.60           |
| 285706                                           | OPTIONAL BASE GROUP 06 (1FT EACH SIDE)                | 6,055.00  | \$ 14.00                     | \$ 84,770.00           | \$ 8.50                          | \$ 51,467.50           | \$ 20.00             | \$ 121,100.00          | \$ 6.77                    | \$ 40,992.35           |
| 285701                                           | OPTIONAL BASE GROUP 01 (4FT EACG SIDE)                | 24,220.00 | \$ 7.00                      | \$ 169,540.00          | \$ 5.50                          | \$ 133,210.00          | \$ 4.00              | \$ 96,880.00           | \$ 5.81                    | \$ 140,718.20          |
| 162-1                                            | FINISH SOIL LAYER                                     | 39,620.00 | \$ 0.60                      | \$ 23,772.00           | \$ 2.00                          | \$ 79,240.00           | \$ 0.75              | \$ 29,715.00           | \$ 0.91                    | \$ 36,054.20           |
| 0570-1-2                                         | PERFORMANCE TURF, SOD                                 | 15,120.00 | \$ 2.50                      | \$ 37,800.00           | \$ 3.00                          | \$ 45,360.00           | \$ 2.50              | \$ 37,800.00           | \$ 2.43                    | \$ 36,741.60           |
| 0570-1-1                                         | PERFORMANCE TURF                                      | 24,500.00 | \$ 0.40                      | \$ 9,800.00            | \$ 0.25                          | \$ 6,125.00            | \$ 0.65              | \$ 15,925.00           | \$ 0.37                    | \$ 9,065.00            |
| 430175136                                        | PIPE CULVERT, OPT MATERIAL, ROUND 36" S/CD            | 42.00     | \$ 150.00                    | \$ 6,300.00            | \$ 100.00                        | \$ 4,200.00            | \$ 200.00            | \$ 8,400.00            | \$ 73.00                   | \$ 3,066.00            |
| 430175130                                        | PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD           | 21.00     | \$ 140.00                    | \$ 2,940.00            | \$ 100.00                        | \$ 2,100.00            | \$ 175.00            | \$ 3,675.00            | \$ 60.83                   | \$ 1,277.43            |
| 430175124                                        | PIPE CULVERT, OPT MATERIAL, ROUND, 24" S/CD           | 26.00     | \$ 130.00                    | \$ 3,380.00            | \$ 100.00                        | \$ 2,600.00            | \$ 150.00            | \$ 3,900.00            | \$ 48.66                   | \$ 1,265.16            |
| 430175118                                        | PIPE CULVERT, OPT MATERIAL, ROUND, 18" S/CD           | 35.00     | \$ 120.00                    | \$ 4,200.00            | \$ 100.00                        | \$ 3,500.00            | \$ 125.00            | \$ 4,375.00            | \$ 48.66                   | \$ 1,703.10            |
| 0400-1-2                                         | CONCRETE CLASS I ENDWALLS                             | 29.95     | \$ 1,000.00                  | \$ 29,950.00           | \$ 1,000.00                      | \$ 29,950.00           | \$ 750.00            | \$ 22,462.50           | \$ 608.36                  | \$ 18,220.38           |
| <b>PAVEMENT MARKINGS</b>                         |                                                       |           |                              |                        |                                  |                        |                      |                        |                            |                        |
| 0546-71                                          | RUMBLE STRIPS                                         | 15.00     | \$ 275.00                    | \$ 4,125.00            | \$ 400.00                        | \$ 6,000.00            | \$ 450.00            | \$ 6,750.00            | \$ 292.01                  | \$ 4,380.15            |
| 710-90                                           | PAINTED PAVEMENT MARKINGS, FINAL SURFACE              | 1.00      | \$ 30,000.00                 | \$ 30,000.00           | \$ 18,000.00                     | \$ 18,000.00           | \$ 45,000.00         | \$ 45,000.00           | \$ 20,684.23               | \$ 20,684.23           |
| 711-1111                                         | THERMOPLASTIC, STD, WHITE, SOLID, 6"                  | 10.32     | \$ 4,000.00                  | \$ 41,280.00           | \$ 4,000.00                      | \$ 41,280.00           | \$ 3,800.00          | \$ 39,216.00           | \$ 4,416.68                | \$ 45,580.14           |
| 711-11211                                        | THERMOPLASTIC, STD, YELLOW, SOLID, 6"                 | 4.00      | \$ 4,000.00                  | \$ 16,000.00           | \$ 3,900.00                      | \$ 15,600.00           | \$ 3,800.00          | \$ 15,200.00           | \$ 4,258.52                | \$ 17,034.08           |
| 711-11125                                        | THERMOPLASTIC, STD, SOLID, WHITE, 24"                 | 65.00     | \$ 10.00                     | \$ 650.00              | \$ 8.00                          | \$ 520.00              | \$ 25.00             | \$ 1,625.00            | \$ 8.82                    | \$ 573.30              |
| 711-11231                                        | THERMOPLASTIC, STD, YELLOW, SKIP, 6"                  | 4.40      | \$ 1,100.00                  | \$ 4,840.00            | \$ 1,000.00                      | \$ 4,400.00            | \$ 1,700.00          | \$ 7,480.00            | \$ 1,149.80                | \$ 5,059.12            |
| 706-3                                            | RETRO-REFLECTIVE PAVEMENT MARKERS                     | 690.00    | \$ 6.00                      | \$ 4,140.00            | \$ 5.50                          | \$ 3,795.00            | \$ 5.00              | \$ 3,450.00            | \$ 6.33                    | \$ 4,367.70            |
| 700-20-11                                        | SINGLE POST SIGN                                      | 62.00     | \$ 300.00                    | \$ 18,600.00           | \$ 250.00                        | \$ 15,500.00           | \$ 250.00            | \$ 15,500.00           | \$ 304.18                  | \$ 18,859.16           |
| 705-10-11                                        | OBJECT MARKER                                         | 22.00     | \$ 55.00                     | \$ 1,210.00            | \$ 50.00                         | \$ 1,100.00            | \$ 75.00             | \$ 1,650.00            | \$ 60.83                   | \$ 1,338.26            |
| <b>BIDDERS TOTAL BASE BID</b>                    |                                                       |           |                              | <b>\$ 1,647,587.00</b> |                                  | <b>\$ 1,752,373.88</b> |                      | <b>\$ 1,529,835.50</b> |                            | <b>\$ 1,598,000.00</b> |
| <b>ENGINEER'S VERIFICATION OF TOTAL BASE BID</b> |                                                       |           |                              | <b>\$ 1,647,587.00</b> |                                  | <b>\$ 1,752,373.88</b> |                      | <b>\$ 1,529,835.50</b> |                            | <b>\$ 1,598,000.00</b> |

**ITEM 5(i): LOCAL PREFERENCE POLICY**

**RESOLUTION NO: \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AMENDING THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING POLICY; REPEALING PROVISIONS RELATING TO AWARDS CONSIDERATIONS/LOCAL PREFERENCE; PROVIDING NEW PROVISIONS FOR LOCAL BUSINESS PREFERENCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, THE Board of County Commissioners desires to adopt a resolution repealing and replacing Section IV D, and other related sections, of the Jefferson County Board of County Commissioners Purchasing Policy, originally adopted on September 16, 2010, and relating to local preferences in the purchase of goods or services; and

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

**SECTION 1. REPEAL OF SECTION IV D. OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING POLICY.** Section D., titled AWARD CONSIDERATIONS/LOCAL PREFERENCE is hereby repealed and replaced in its entirety with the following:

**D. LOCAL BUSINESS PREFERENCE**

1. The local business preferences in this section shall not apply to procurements involving state, federal or other sources of funding that prohibit local preference or when otherwise contrary to state law.
2. Preferences in Bidding. In purchasing of or letting of contracts for procurement of personal property, materials, contractual services, and construction in which pricing is the major consideration, the authorized purchasing authority of the County shall give preference to local businesses in making such purchase or awarding such

contract, in an amount of five (5) percent of the bid price, not to exceed \$50,000.

3. Preference in Requests for Proposals. In purchasing of, or letting of, contracts for procurement of personal property, materials, contractual services, and construction for which a request for proposals is developed with evaluation criteria, a local preference of five (5) percent of the total score shall be assigned for a local business.
4. All contract awards to businesses shall contain a twenty-five (25) percent local business work target. Successful businesses shall agree to subcontract not less than twenty-five (25) percent of the dollar value of the contracted work and materials to local businesses, unless the business can demonstrate to the County's satisfaction that local businesses cannot cost-effectively provide the required materials, goods, or services. In that case, the businesses shall maximize utilization of local businesses to the extent possible.
5. For purposes of this Section, "local business" shall mean a business which:
  1. Has had a fixed office or distribution point located in and having a street address within Jefferson County currently and for at least six (6) months immediately prior to the issuance of the request for proposals or request for competitive bids by the County; and
  2. Holds any business licence required by the County, and/or, if applicable, the City of Monticello; and
  3. Employs at least one full-time employee, or two part-time employees whose primary residence is in Jefferson County.
6. Any vendor claiming to be a local business shall so certify in writing to the Clerk of Court. The certification shall provide all necessary information to meet the

requirements of Section D.5. It is the responsibility of any vendor claiming to be a local business to include a copy of their certification in their bid or proposal. The committee reviewing submittals shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor is a “local business.”

**SECTION 2. AMENDING SECTION IV. E. OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING POLICY.** Section IV. E, titled PROCUREMENT OF PROFESSIONAL SERVICES, shall be amended as follows:

2. Procurement of professional services (as identified in Section E.1) shall be awarded consistent with the competitive bidding thresholds established by the Board of County Commissioners. Pursuant to Section IV.D.3, a local preference of five (5%) percent of the total score shall be assigned to the evaluation criteria for local businesses.

**SECTION 3. AMENDING SECTION IV. L. OF THE JEFFERSON COUNTY BOARD COUNTY COMMISSIONERS PURCHASING POLICY.** Section IV. L., titled TIE BIDS, shall be amended to include the following language:

6. If, after application of the local business preference in Section IV. D., there is a tie between two respondents, the award of the project shall go to the local business.

**SECTION 4. SEVERABILITY.** If any provision of this resolution or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

**SECTION 5.EFFECTIVE DATE.** This resolution shall take effect immediately upon

adoption by the Board of County Commissioners.

**PASSED AND DULY ADOPTED** in regular session by the Board of County Commissioners of Jefferson County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, FLORIDA

By: \_\_\_\_\_  
Stephen Fulford, Chairperson

ATTEST:

\_\_\_\_\_  
KIRK REAMS, Clerk of Circuit Court  
and Ex-Officio Clerk of Board of  
County Commissioners

**ITEM 5(k): PERS. POLICY/COORDINATOR'S  
ROLE**

# SECTION 4

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## EMPLOYMENT POLICIES

### **4.01     *Appointing Authority***

The County Coordinator has the authority of appointment and removal of personnel . Such authority may be delegated to a Department Head or other designated employee of the County, but only in writing and if approved by the County Coordinator.

### **4.02     *Position Control***

All positions in the County are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions can be authorized by the Board of County Commissioners subject to adequate justification on need and availability of funds. The number of positions to be funded may also be decreased at the discretion of the Board of County Commissioners.

### **4.03     *Types of Appointments***

- A.    Regular – Employees who work full time.
- B.    Seasonal – Employees appointed in the same manner and subject to the same procedure as regular employees, except that their employment shall cease at the close of the season for which they were appointed.
- C.    Part Time – Employees who work less than the normal scheduled hours per week.
- D.    Temporary – Positions (whether part-time, full-time, or hourly) that are anticipated to be of comparatively short or definitely limited duration, for special projects, grants, or programs.
- E.    Trainee – Employees who do not meet the minimum qualification of the position. The length of training is at the discretion of the County.
- F.    Interim Appointments – Individual(s) hired by the Board of County Commissioners for a limited period of time for a given assignment. This type of assignment is of a temporary nature and can be unilaterally by the Board of County Commissioners at any time. Compensation is given for the period of time of the assignment as determined by the Board of County Commissioners.
- G.    Seasonal, part-time and temporary employees, trainees and interim appointments shall



not be entitled to accumulate annual or sick leave. The only leave benefits to which such employees are entitled, if at all, are those mandated by law.

#### **4.04 Application Procedures**

- A. When a Department Head submits a notification for persons to fill vacancies, the notification shall be made to the County Coordinator on the approved "Personnel Notification" form, including the title of the position and other pertinent information as may be needed to locate qualified applicants. Requests for personnel should be made reasonably far in advance of actual need when circumstances permit.
- B. Upon being notified of a vacancy, the County Coordinator or designee shall prepare a notice and advertisement where appropriate, outlining the qualification for the position.
- C. The Department Head concerned will make his or her recommendation to the County Coordinator as to which candidate should be selected. The County Coordinator has the authority for making the decision as to which applicant should be hired after considering all job related factors in the hiring process and the recommendation of the Department Head. The person to be hired by the County Coordinator shall be the individual who, given the needs and resources of the County at the time, is best suited for the position.
- D. All job offers will be formally communicated by the Department Head as the designated representative of the Board of County Commissioners. Any offer may be conditioned on the successful completion of a medical examination that is job related, so long as such examinations are done for all entering employees in that job category.
- E. When a vacancy has been filled, the remaining Employment Applications become inactive after one year.
- F. Employment with the County shall be based on merit, which includes considerations of qualifications such as ability, skill, experience, training, and other merit factors.
- G. As part of the pre-employment procedure, references provided by applicants or reference sources may be checked.
- H. All job vacancies will be advertised. The Department Head has the authority to make a temporary emergency appointment to fill a vacancy. The temporary appointment is to be no more than thirty (30) days, but may be extended for an additional thirty (30) days upon approval of the County Coordinator.
- I. With respect to the hiring and selection of Department Heads, the County Coordinator shall accept applications for any vacancy which may exist and interview the prospective candidate(s). Thereafter, the County Coordinator shall make his/her recommendation to the Board regarding the best suited candidate or candidates for the position. The Board

**8.07 Dismissal or Discharge**

- A. A discharge is the involuntary separation of an employee from the employment of the Board of County Commissioners. Employees discharged for disciplinary reasons will not be eligible for rehire and shall lose all seniority and reinstatement privileges.
- B. Reasons for dismissal or discharge may include, **but shall not be limited to**, the following:
1. Failure to meet established standards of work, morality or ethics to an extent that the employee is unsuitable for employment with the County in the position in which the employee was serving.
  2. Theft, destruction, or gross neglect in the use of County property.
  3. Incompetency, inefficiency, or negligence in the performance of duty.
  4. Insubordination.
  5. Conviction of a felony criminal offense directly related to the job.
  6. Being under the influence of intoxicating liquor, drugs, or barbiturates (not prescribed by a doctor) while on duty.
  7. Unauthorized absence, abuse of leave privileges or habitual tardiness.
  8. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of duties.
  9. Falsification of records or use of official position for personal advantage, including application, time sheets, purchase orders, etc.
  10. Commission of any offense described in these Personnel Policies or departmental rules and regulations relating to disciplinary measures for which discharge is the penalty.
  11. Violation of Florida Statute 447.018 prohibiting public employee organizations from participating in a strike against a public employer.
  12. Conduct unbecoming a County employee and/or any other lawful reason
- C. Charges which form the basis for a dismissal of an employee shall be, to the extent practicable, specific, and shall be documented by the supervisor or department head, to include dates and places of incidents.
- D. The procedure for dismissal shall be as follows:

1. During the probationary period, and at any time thereafter, an employee can be terminated upon recommendation of the Department Head and approval of the County Coordinator.
  2. Directly by the County Coordinator.
  3. With respect to Department Heads specifically, the County Coordinator shall make a recommendation to the Board whether a Department Head should be terminated, which shall be accepted or rejected by the Board by majority vote. With respect to employees who are below the level of County Coordinator, the County Coordinator shall make the final decision as to whether the employee should be terminated.
- E. The Department Head may, upon approval by the County Coordinator, suspend an employee with or without pay for disciplinary reasons or pending court proceedings concerning actions that may result in dismissal.
1. An employee may be suspended with or without pay for acts involving unsatisfactory performance, conduct unbecoming an employee of the County, violation of these Policies, conduct prejudicial to the public interest or for any other lawful reason. Any employee may also be suspended with or without pay pending the outcome of an internal or external investigation.
  2. An employee may be suspended without pay indefinitely if the employee has been arrested for a felony or for a misdemeanor involving moral turpitude. If the employee is restored to the employment of the Board, accrual of leave credits shall not have been interrupted by the suspension.
  3. The employee shall receive written notice, stating the nature and reason for the action, the duration and rights of appeal, if any.

#### **8.08 Exit Interview**

It is the desire of the Board to determine why employees leave the County Service. An exit interview program may be established and administered to determine the causes of and possible solutions for turnover within the work force.

- b. Employees should report the incident to their Department Head or, if the Department Head cannot be found, to the County Coordinator's office.
- c. Evaluate the threat for additional incidences of violence, warn other potential victims, inform victims of available medical services and cooperate with law enforcement.
- d. Refer media representatives to the County Coordinator.
- e. Contact the Department Head and/or the County Coordinator's office at the earliest possible time
- f. Once the immediate threat has been addressed and the work environment has been secured, the County Coordinator will initiate an investigation of the incident.

### *2. Immediate Threat Exists*

- a. Employees should not put themselves or anyone else at risk during a threat or dangerous situation that is about to happen.
- b. Employees should report the incident to their Department Head or, if the Department Head cannot be found, to the County Coordinator's office..
- c. If the situation does not defuse and come under control by eliminating all threats of danger and violence, employees should warn potential targets, and take reasonable actions to immediately exit the area.
- d. Call 911.
- e. Once the immediate threat has been addressed and the work environment has been secured, the County Coordinator's office will initiate an investigation of the incident.

### *3. Threat Made, No Immediate Danger Apparent*

- a. Employees should immediately report incident to their Department Head, or, if the Department Head cannot be found, to the County Coordinator's office.
- b. Call 911.
- c. Once the immediate threat has been addressed and the work environment has been secured, the County Coordinator's office will initiate an investigation of the incident.
- d. Department Heads shall develop a plan of action in collaboration with the County Coordinator, to include appropriate corrective action based upon assessment of the incident.

## D. Weapons

The County prohibits the possession of weapons on County premises or properties, including housing/carrying a weapon in a private vehicle parked on County owned or leased property.

- 1. Possession of a weapon shall be interpreted to include, but not limited to, an employee:
  - a. Having a weapon on or about one's person concealed or unconcealed.
  - b. Unlawfully or recklessly displaying a weapon.

- G. In addition to the general types of offenses listed, infractions of departmental rules and regulations will subject the employee to disciplinary action.
- H. The employee's file will be considered cleared for purposes of disciplinary action if a similar offense does not occur within one (1) year from the date of the last offense.
- I. Final decisions will be made by the County Coordinator.

**10.02 Authority and Procedure**

- A. Reprimands, suspensions, return to probationary status, demotions and dismissals for cause are effected by the Department Head with the permission of the County Coordinator.
- B. Whenever the Department Head determines that there are reasons for the suspension, demotion or discharge of a regular employee under their supervision, the Department Head shall notify the County Coordinator or his/her designee. The County Coordinator will make the final decision regarding all suspensions.
- C. In all cases of disciplinary action, the person initiating the action is required to complete an Employee Notice Form informing the employee of the action taken. A copy of the Notice must be given the Board or designee and a copy placed in the employee's file.

**10.03 Types of Offenses**

The three (3) groups of offenses and guides for recommended penalties are as follows:

**GROUP I OFFENSES**

FIRST OFFENSE: VERBAL WARNING

SECOND OFFENSE: WRITTEN REPRIMAND AND/OR RETURN TO PROBATIONARY STATUS AND/OR UP TO FIVE (5) DAYS SUSPENSION

THIRD OFFENSE: UP TO DEMOTION AND/OR DISCHARGE

- 1. Operating, using, possessing tools, equipment or machines which the employee has not been assigned or performing other than assigned work.
- 2. Quitting work, wasting time, loitering or leaving assigned work area during working hours without permission.
- 3. Washing up or changing clothes during working hours without specific

of time for improvement may be allowed before initiating disciplinary measures.

- B. In situations where a verbal warning has not resulted in the expected improvement, a written reprimand may be issued defining the nature of the infraction under the rules. The written reprimand will be issued on the Employee Notice form issued to the employee. A copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand, but the County Coordinator or his/her designee is authorized to do so as well.

#### **10.05 Suspensions**

- A. An employee may be suspended for an indefinite period or for a specified period of time without pay for an offence as defined in the Personnel Policies or for violation of department rules and regulations by the immediate supervisor or other designated supervisor subject to the approval of the department head. In the case of Fire Rescue personnel, the immediate supervisor may suspend an employee and later obtain the necessary approval of the department head.
- B. In all cases of suspension, the Employee Notice Form must be completed and submitted to the employee along with a copy to the County Coordinator or designee.
- C. Except in cases of suspensions in contemplation of dismissal, and except where the employee's presence poses a continuing danger to persons or to the orderly operation of County government, the employee shall be notified orally or in writing of the accusations/charges against the employee and the factual basis therefore prior to the effective date of the suspension.
- D. Concurrently with or after said notice, but prior to suspension, the supervisor, superior, or department head must give the accused employee a reasonable opportunity to explain the employee's version of the facts surrounding the accusations. Immediately thereafter, the supervisor, superior, or department head may take such action as deemed appropriate.
- E. In cases where the employee's presence poses a continuing danger to persons or to the orderly operation of the County government, the employee may be suspended immediately but shall be notified in writing of the charges against the employee and shall be given an opportunity to rebut the charges within ten (10) days after suspension.
- F. The County Coordinator shall make the final decision regarding whether a suspension is warranted.

#### **10.06 Demotion and Decrease in Pay**

- A. A Department Head may recommend to the County Coordinator that an employee be demoted with a decrease in pay and job responsibilities for such times as necessary to

correct deficiencies in job performance or job qualifications.

- B. The duration of the demotion and reduction in pay and responsibilities may be temporary or permanent as appropriate, based on the circumstances involved.
- C. A permanently demoted employee is entitled to advance in pay within the pay plan similar to any other employee, after the demotion, based on future job performance.
- D. Prior to the proposed demotion, the employee shall be given written notice of the reasons for the proposed demotion and shall be given the opportunity to rebut the reasons for the demotion, before the department head. If the department head determines that the demotion is proper, the appropriate personnel form shall be completed and shall include the specific reasons for the demotion.
- E. The County Coordinator shall make the final decision as to whether a demotion and decrease in pay is warranted.

#### **10.07 Discharge**

- A. A probationary employee may be discharged with or without cause at the discretion of the department head.
- B. A regular employee may be discharged with or without cause as set forth in these Personnel Policies and other Board policies and procedures as may be written, by the Department Head with the approval of the County Coordinator and/or directly by the County Coordinator.

County

- A. department heads or employees appointed directly by the Board.

#### **10.08 Employee Appeals**

- A. If an employee disagrees with any disciplinary action taken against him/her or any other action or application of these Personnel Policies, except for discharge, the employee may pursue the grievance procedure set forth in these Personnel Policies.