



# 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**  
**October 2, 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**
3. **Consent Agenda**
  - a) **Approval of Agenda**
4. **Citizens Request & Input on Non-Agenda Items (3 Minute Limit, No Commissioner Discussion)**
5. **General Business**
  - a) **RESTORE ACT Gulf Consortium Inter-local Agreement/Resolution of Support – Comm. Barfield**
  - b) **Small Business Development Update – Dallas Garrett**
  - c) **Proposed Cash Reserve Resolution – Chairman Boyd**
  - d) **Fire Station Recommendation – Alan Wise**
  - e) **Solid Waste Admin. Building Recommendation – Alan Wise**
  - f) **Industrial Park Master Storm-water Update/Discussion/Decision – Alan Wise/Julie Conley**
  - g) **Mine Report – Parrish Barwick**
6. **County Coordinator's Report**
  - a) **Volunteer Application for Recreation Park Advisory Board/Recreation Park Advisory Board Decision**
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

**Parrish Barwick**  
County Coordinator

**Bird & Sparkman, P.A.**  
County Attorney

**ITEM 5 (a): RESTORE ACT GULF  
CONSORTIUM INTERLOCAL  
AGREEMENT/RESOLUTION OF SUPPORT**

EXECUTION COPY

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**INTERLOCAL AGREEMENT RELATING TO  
ESTABLISHMENT OF THE  
GULF CONSORTIUM**

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**Dated as of September 19, 2012**

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**INTERLOCAL AGREEMENT RELATING TO  
ESTABLISHMENT OF THE  
GULF CONSORTIUM**

**THIS INTERLOCAL AGREEMENT**, dated as of September 19, 2012 (the "Interlocal Agreement"), is jointly entered into by the counties which are signatory hereto (collectively, the "Consortium Members"), each of which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined by Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), and such other public agencies as are added as additional Consortium Members as provided in Section 3.01 hereof.

**W I T N E S S E T H:**

**WHEREAS**, each of the initial Consortium Members are political subdivisions of the State of Florida and have all powers of self-government pursuant to their home rule powers and express grants of authority provided by general law, including, but not limited to, those powers granted under Chapter 125, Florida Statutes; and

**WHEREAS**, all Consortium Members are public agencies of the State of Florida, within the meaning of Part I of Chapter 163, Florida Statutes (the "Interlocal Act"); and

**WHEREAS**, the Consortium Members, as public agencies under the Interlocal Act, may enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Consortium Members share in common and which each might exercise separately. The joint exercise of this authority permits the Consortium Members to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual benefit and, pursuant to this authority, to form a governmental entity that will best serve the needs of such Consortium Members and their citizens; and

**WHEREAS**, the Interlocal Act authorizes the Consortium Members to enter into an interlocal agreement for the purposes of creating a separate legal entity for the purpose of the joint exercise of the common powers of the Consortium Members; and

**WHEREAS**, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon; and

**WHEREAS**, the initial Consortium Members are counties which were impacted by the Deepwater Horizon event and the provisions of the RESTORE Act are applicable to it; and

**WHEREAS**, under the provisions of the RESTORE Act, a Trust Fund (the "Trust Fund") is established through which funding is available for various projects, improvements, development and environmental mitigation within the Gulf Coast regions; and

**WHEREAS**, the Consortium Members have determined that it is in their best interests to create a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members; and

**WHEREAS**, the Consortium Members seek to jointly exercise their power to consider and promote proposals to be funded through the Trust Fund and to seek on behalf of the Consortium and its members the funding of eligible projects within their respective areas; and

**WHEREAS**, the Consortium Members seek to join together to arrive at mutually beneficial projects, programs and improvements which will enhance the ecosystems and economy of the Consortium Members and to collectively fulfill their responsibilities under the RESTORE Act to develop a plan for expenditure of certain funds within the Trust Fund.

**NOW, THEREFORE**, in consideration of the foregoing, it is mutually agreed by and among the Consortium Members that now or may hereafter execute this Interlocal Agreement, that the "Gulf Consortium," is a legal entity, public body and a unit of local government with all of the privileges, benefits, powers and

terms of the hereinafter defined Act and this Interlocal Agreement, and is hereby created for the purposes described herein.



## ARTICLE I

### DEFINITIONS

**SECTION 1.01. DEFINITIONS.** The following definitions shall govern the interpretation of this Interlocal Agreement:

**"Act"** shall mean, with respect to Consortium Members that are Affected Counties, the "Home Rule" powers and all provisions of general law granting powers and authority to each such Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, the Interlocal Act, and other applicable provisions of law, and to other Consortium Members, all provisions of general law granting powers and authority to such Consortium Member, including the Interlocal Act.

**"Affected County"** shall mean any of the 23 Florida counties with frontage on the Gulf of Mexico.

**"Consortium Members"** shall mean the member or members of the Consortium, from time to time, as shall be provided for by this Interlocal Agreement.

**"Board"** shall mean the governing board of the Consortium, consisting of the Directors appointed hereunder.

**"Consortium"** shall mean the Gulf Consortium, a legal entity and public body, created pursuant to the provisions of the Interlocal Act and by this Interlocal Agreement.

**"Director"** shall mean that individual appointed by each Consortium Member in accordance with the provisions hereof to serve as part of the Board.

**"Fiscal Year"** shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

**"Manager"** shall mean the individual or entity selected and engaged by the Board to provide administrative functions of the Consortium.

**"Interlocal Act"** shall mean Part I of Chapter 163, Florida Statutes.

**"Interlocal Agreement"** shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

**"Public Agencies"** shall mean any "public agency", as that term is defined by the Interlocal Act.

**"RESTORE Act"** shall have the meaning set forth in the preambles hereof.

**"State"** shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

## ARTICLE II

### THE CONSORTIUM

**SECTION 2.01. CREATION.** The Consortium Members hereby jointly create and establish the "Gulf Consortium", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

#### **SECTION 2.02. PURPOSES.**

(A) The purpose of this Interlocal Agreement is for the establishment of the Consortium, which will serve as the consortia or establish the consortia of local political subdivisions as contemplated by the RESTORE Act for those counties which are members of the Consortium. The Consortium is intended to assist in or be responsible for, as determined by the Board:

(1) the development of the plan for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act;

(2) the preparation and processing of applications or proposals for funding under the competitive program to be processed and administered by the Gulf Coast Ecosystem Restoration Council;

(3) acting as a resource for Consortium Members, to the extent requested by that Member, in the planning, administration and expenditure of that Member's share or portion thereof provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the RESTORE Act upon such terms and conditions agreed to by that Consortium Member and at the sole expense of that Consortium Member; provided, that nothing contained herein is intended to impact the amount or timing of any such distribution provided directly to the disproportionately and nondisproportionately impacted counties;

(4) acting as a resource in the obtaining of additional funding for programs through other available revenue sources, including, but not limited to, those available for the Natural Resource Damage Assessment (NRDA);

(5) acting as an advocate and representing the Consortium Members in the development of federal rules relating to the implementation of the RESTORE Act; and

(6) acting as an advocate for the Consortium Members with executive agencies, the Florida Legislature and the United States government.

(B) It is determined that the creation and organization of the Consortium and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of the State, Consortium Members, affected Public Agencies and their citizens.

(C) It is determined that the Consortium is performing an essential governmental function. All property of the Consortium is and shall in all respects be considered to be public property, and the title to such property, to the extent required, shall be held by the Consortium for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Consortium may deem appropriate.

**SECTION 2.03. CONSORTIUM MEMBERS.** The Consortium Members shall consist of those Public Agencies set forth below or joined as provided in Article III.

**SECTION 2.04. DURATION OF CONSORTIUM.** The Consortium shall be in perpetual existence until the earlier of the following occurs:

(A) all revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) the Consortium is dissolved by the majority vote of its Board.

## **ARTICLE III**

### **MEMBERSHIP AND REPRESENTATION**

#### **SECTION 3.01. MEMBERSHIP.**

(A) Membership in the Consortium shall consist of Public Agencies that approve this Interlocal Agreement pursuant to Article III.

(B) The initial Consortium Members shall on the date hereof consist of those counties approving this Interlocal Agreement prior to October 19, 2012.

(C) To the extent permitted by the Interlocal Act and the RESTORE Act, the Consortium may admit any additional Public Agency to membership upon application of such Public Agency, the approval of this Interlocal Agreement by that Public Agency, and the affirmative vote of the majority of all Directors at a duly called meeting of the Board of the Consortium; provided, that any Affected County shall automatically be admitted to membership upon application thereof. This Interlocal Agreement need not be amended in order to admit any Public Agency as a Member of the Consortium; however, any new Consortium Member which is not an Affected County shall be required to evidence its approval of any conditions imposed on its membership by the existing Directors of the Consortium. Approval of the governing bodies of each existing Consortium Member shall not be required for the purpose of admitting a new Consortium Member.

(D) As a precondition to membership in the Consortium, each Consortium Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Consortium. Such new Consortium Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement, as it exists at the time of its approval.

#### **SECTION 3.02. REPRESENTATION.**

(A) Each Consortium Member shall appoint one Director to act as its representative on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. The Consortium Member shall notify the Manager and the Chairman in writing as to the individual designated as their Director.

(B) Directors may be an elected official, appointed official, employee or other designee of a Consortium Member.

### **SECTION 3.03. ACTION.**

(A) The affairs, actions and duties of the Consortium shall be undertaken at a duly called meeting pursuant to Section 3.07 hereof.

(B) At any meeting of the Consortium at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Consortium, except as otherwise provided herein. Except as may be established by the Board with respect to any new Consortium Member which is not an Affected County, each Director is entitled to cast one vote.

(C) A certificate, resolution or instrument authorized by the Board and signed by the Chairman, Vice-Chairman or such other person of the Consortium as may hereafter be designated and authorized by the Board, shall be evidence of the action of the Consortium and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

**SECTION 3.04. ELECTION OF OFFICERS.** Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Consortium through its Directors shall elect a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Board and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall each serve one (1) year terms unless they resign from the Consortium, are removed by the Member they represent, or such officer is otherwise replaced as a Director of the Board. Officers may, if elected by the Directors, serve longer than a one (1) year term.

### **SECTION 3.05. AUTHORITY OF OFFICERS.**

(A) The Chairman and the Vice-Chairman shall take such actions and have such powers as provided by the Board. The Chairman shall sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution or action of the Board adopted at a duly called meeting. The Vice-Chairman shall act in the absence or otherwise inability of the Chairman to act.

(B) The Secretary-Treasurer, or his designee, shall keep and maintain all minutes of all meetings of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board shall be sent by the Secretary-Treasurer or his designee to all Directors of the Consortium. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution or other action of the Board adopted at a duly called meeting.

### **SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.**

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) days prior written notice to the Manager and Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Each Consortium Member, in its sole discretion, may remove its designated Director at any time and may appoint a new Director to serve on the Board upon written notice being given to the Manager and Chairman. Each Consortium Member may also designate an alternate or designee to serve in a Director's place in the event the Director is unavailable.

(C) In the event the Director of a Consortium Member shall resign or be removed, such Consortium Member shall appoint a new Director within thirty (30) days.

(D) Any Director who resigns or is removed and who is an officer of the Consortium shall immediately turn over and deliver to the Manager any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

### **SECTION 3.07. MEETINGS.**

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer

determines an emergency exists. All meetings shall be noticed in accordance with Florida law.

(B) Within thirty (30) calendar days of the creation of the Consortium, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(C) To the extent allowed, meetings may be held by means of media technology in conformity with the Interlocal Act.

**SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS.** Any Consortium Member may withdraw from the Consortium at any time, if the following conditions are satisfied:

(A) there shall be at least two (2) Consortium Members remaining in the Consortium subsequent to withdrawal; and

(B) a certified resolution from the Consortium Member's governing body setting forth its intent to withdraw is presented to the Consortium. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

**SECTION 3.09. EXPENSES.** The Consortium may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Directors and employees of the Consortium. The Consortium shall also establish a mechanism for assessing or apportioning Consortium expenses to the Consortium Members. The expenditure of all expenses and approval of travel shall be in conformity with the provisions of Florida law governing travel and reimbursement of expenses for public officials.

**SECTION 3.10. LIABILITY.** No Director, agent, officer, official or employee of the Consortium shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Consortium.

**SECTION 3.11 EXECUTIVE COMMITTEE.** An Executive Committee of the Board shall be established that shall consist of the Chairman, the Vice-Chairman, the Secretary-Treasurer and two other Directors designated by the foregoing three officers. The Executive Committee shall have the power to act on behalf of the Board in items of the activities set forth in Section 4.01(A)(2), (3),



(4), (6), (7), (11), (13), (15), (16), (17), (23) and (24) hereof, and such other powers as may be designated by the Board.

**SECTION 3.12 PRINCIPAL PLACE OF BUSINESS.** The Consortium's principal place of business, within the meaning of Section 163.01 (11), Florida Statutes, shall initially be Leon County, Florida, subject to modification by action of the Board.

## ARTICLE IV

### POWERS AND DUTIES

#### SECTION 4.01. POWERS.

(A) The Consortium shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act, or otherwise by the Interlocal Agreement:

(1) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities or create a separate entity as permitted by the Act in the exercise of common powers or to assist the Consortium in fulfilling its purpose under this Interlocal Agreement.

(2) To sue and be sued in the name of the Consortium.

(3) To adopt and use a seal and authorize the use of a facsimile thereof.

(4) To contract with any public or private entity or person upon such terms as the Board deems appropriate.

(5) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, including the power to determine how property will be disposed of upon the dissolution of the Consortium.

(6) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(7) To maintain an office or offices at such place or places as the Board may designate from time to time, and to establish a custodian for the records of the Consortium.

(8) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(9) To apply for and accept grants, loans and subsidies from any governmental entity for the funding of projects, improvements or mitigation, and to comply with all requirements and conditions imposed in connection therewith.

(10) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(11) To invest its moneys in such investments as directed by the Board in accordance with State law.

(12) To provide for the establishment of advisory committees or councils to the Board or other interlocal entities under the auspices of the Board.

(13) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(14) To make and adopt rules and procedures, resolutions and take such other actions as are not inconsistent with the Constitution and laws of the State of Florida, the provisions of the Interlocal Act or this Interlocal Agreement that are necessary for the governance and management of the affairs of the Consortium, and further, the powers, obligations and responsibilities vested in the Consortium by this Interlocal Agreement.

(15) To select and engage a Manager, who shall administer the operations of the Consortium, manage the staff of the Consortium, as authorized by the Board, and perform all other administrative duties as directed by the Board.

(16) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Consortium.

(17) To employ or hire engineers, consultants or other specialized professionals as it deems appropriate to further the purposes of the Consortium.

(18) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish other committees; to establish the powers, duties and compensation of all employees; and to require and fix the

amount of all official bonds necessary for the protection of the funds and property of the Consortium.

(19) To take such action and employ such persons or entities as are necessary to prepare, develop and submit to the Gulf Coast Ecosystem Restoration Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

(20) To prepare, develop and submit applications for funding from the Trust Fund under the competitive program administered by the Gulf Coast Ecosystem Restoration Council on behalf of the Consortium or a Member.

(21) To advise, assist and aid Consortium Members, upon their request, in the planning, administration and expenditure of that Member's share or portion thereof of amounts provided directly to the disproportionately and nondisproportionately impacted Counties pursuant to the RESTORE Act, upon such terms and conditions agreed to by that Member and at the sole expense of that Consortium Member.

(22) To advise, assist and aid the Consortium in obtaining additional funding from other programs for projects, programs or mitigation on behalf of the Consortium or its Members.

(23) To hire or engage staff, attorneys and professionals to act as an advocate and represent the interests of Consortium Members in the Federal rulemaking process.

(24) To hire or engage staff, attorneys and professionals as an advocate and to represent the interests of the Consortium and its Members before Federal and State agencies and the Legislature.

(25) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement, the Board shall act by resolution or other action approved at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Consortium.

(D) The Consortium shall be subject to the provisions of the Florida Sunshine Law under Chapter 286, Florida Statutes. All records of the Consortium shall be subject to the Public Records Law.

#### **SECTION 4.02. ANNUAL BUDGET.**

(A) Following the creation of the Consortium, the Board shall approve a budget which shall provide for revenues and expenditures during the remainder of the fiscal year in which it was formed. Such interim budget procedures shall be utilized solely for the initial year of creation of the Consortium, after which the budget shall be created pursuant to the remaining provisions of this section.

(B) Prior to October 1 of each year the Board will adopt an annual budget for the Consortium. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Consortium. The Manager shall prepare the annual budget.

(C) The adopted budget shall be the operating and fiscal guide for the Consortium for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Consortium shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

#### **SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.**

The Consortium shall not have the power to levy and assess an ad valorem tax on any property for any reason.

## ARTICLE V

### MISCELLANEOUS

**SECTION 5.01. DELEGATION OF DUTY.** Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Consortium Members or any officers thereof.

**SECTION 5.02. FILING.** A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Leon County, Florida, and with the Clerk of the Circuit Court of any other County subsequently determined to be the Consortium's principal place of business.

#### **SECTION 5.03. IMMUNITY.**

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Consortium Members shall apply to the officials, officers, agents or employees of the Consortium when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Consortium and each Consortium Member shall be entitled to all protections granted to them under Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Consortium Members may not be held jointly liable for the torts of the officers or employees of the Consortium, or any other tort attributable to the Consortium, and that the Consortium alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. Nothing in this Interlocal Agreement shall be deemed to constitute a waiver of sovereign immunity.

(C) The Consortium Members intend that the Consortium shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**SECTION 5.04. LIMITED LIABILITY.** No Consortium Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium, except to the extent otherwise mutually agreed upon by that Member, and neither the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium have any authority or power to otherwise obligate any individual Consortium Member in any manner.

**SECTION 5.05. AMENDMENTS.** This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Consortium to inure to the benefit of any private person, or (B) permit the diversion or application of any of the moneys or other assets of the Consortium for any purposes other than those specified herein.

**SECTION 5.06. SEVERABILITY.** In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

**SECTION 5.07. CONTROLLING LAW.** This Interlocal Agreement shall be construed and governed by Florida law.

**SECTION 5.08. EFFECTIVE DATE.** This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last initial Consortium Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

**SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT  
OF THE GULF CONSORTIUM**

\_\_\_\_\_ **COUNTY, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

\_\_\_\_\_  
Clerk of Circuit Court, ex officio  
Clerk of Board of County  
Commissioners



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF [NAME] COUNTY, FLORIDA APPROVING THE FORM OF THE INTERLOCAL AGREEMENT THAT ADMITS THE COUNTY AS A MEMBER OF THE GULF CONSORTIUM; AUTHORIZING THE GULF CONSORTIUM TO ACT ON THE COUNTY'S BEHALF IN THE IMPLEMENTATION OF THE RESTORE ACT IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF [NAME] COUNTY, FLORIDA AS FOLLOWS:

**SECTION 1. AUTHORITY FOR THE RESOLUTION.** This Resolution is adopted pursuant to the provisions of section 125.01 and Part I of Chapter 163, Florida Statutes.

**SECTION 2. FINDINGS.** [NAME] County, Florida (the "County"), does hereby find and determine that:

(A) The County is a county with frontage on the Gulf of Mexico entitled to membership in the Gulf Consortium, a joint public entity created by interlocal agreement among any or all of the counties along the Gulf Coast of Florida.

(B) The County desires to become a member of the Gulf Consortium.

(C) In order to properly document the admission of the County to membership in the Gulf Consortium, it is necessary and desirable for the County to authorize, execute, and deliver the Interlocal Agreement Relating to Establishment of the Gulf Consortium (the "Interlocal Agreement"), the form of which is attached hereto as Exhibit A.

(D) To maximize the use of County resources and staff, it is in the best interest of the County to authorize the Gulf Consortium to act on its behalf in implementing the RESTORE Act in accordance with the Interlocal Agreement.

**SECTION 3. THE APPROVAL OF THE INTERLOCAL AGREEMENT RELATING TO THE RESTORE ACT.** The form, terms and provisions of the Interlocal Agreement, submitted to this meeting, attached hereto as Exhibit A is intended to set the terms and conditions for the Gulf Consortium to act on behalf of the County in the implementation of the RESTORE Act upon the County becoming a Member of the Gulf Consortium. The form, terms and provisions of the Interlocal Agreement are hereby approved and the Chairman of the Board of County

Commissioners of the County and Clerk of the County are hereby authorized to execute and deliver said Interlocal Agreement in its name on behalf of the County.

**SECTION 4. FILING OF INTERLOCAL AGREEMENT.** The County Clerk is hereby directed to file the Interlocal Agreement with the Clerk of the Circuit Court in Leon County, Florida as required by Section 163.01(11), Florida Statutes.

**SECTION 5. GENERAL AUTHORITY.** The members of the County Commission and the officers, attorneys and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution and the Interlocal Agreement, or desirable or consistent with the requirements hereof or thereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Interlocal Agreement, and each member, employee, attorney and officer of the County and the County Clerk is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder and under the Interlocal Agreement.

**SECTION 6. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Interlocal Agreement.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**[NAME] COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk of the Circuit Court

**ITEM 5 (b): SMALL BUSINESS  
DEVELOPMENT UPDATE**

## Jefferson County Florida Business Development Progress Chart

Date of report: September 26, 2012

**Typical Services provided:**

- Business Plan Assistance
- Financial Plan Assistance
- Marketing Plan Assistance
- Funding Assistance

	Start Date				Totals
	04/20/12				
	2012				
Total Number of Clients	98				98
Existing Businesses	42				42
 New Businesses	 56				 56
Business Plans Completed	18				18
Out for Funding	12				12
<b>Companies Funded to date</b>	<b>6</b>				<b>6</b>
Not approved for funding yet.	1	Still on list			1
Growth without Funding- No funding needed	0				0
Projected number of employees for funded plans within 1 year	27				27
Original Number of employees at the end of the year	0				0
<b>Current employees working</b>	<b>16</b>				<b>16</b>
<b>Funding approved</b>	<b>\$ 671,475</b>				<b>\$ 671,475</b>
Potential Funding Sources	18				
Recent Clients Funded-2012	Funding		Jobs		Funding Source
1 Nascar and Sport Clothing sales	\$ 3,500.00	Existing	2		Private-Seeking 20K additional funds
2 Transportation Service	\$ 4,000.00	New	1		Private funding
3 Hunting, Fishing and Cooking Show	\$ 210,000.00	New	5		Private funding/Reviewing other options
4 E Z Air Filter	\$ 160,000.00	New	4		Received Private Funding/Test marketing
5 Organic Farming operation	\$ 130,000.00	New	2		Private Lease Purchase farm
6 Goat Farming Operation	\$ 163,975.00	New	2		Bank Funding \$154K and Private \$9,995
	<b>\$ 671,475.00</b>		<b>16</b>		

Seminar, Workshop and Group Presentations/ Attendance to date 225

	Funding requested	Comments	Potential Jobs	
1 Retail Store	\$208,200	3rd. Plan Searching for new funding sources	10	Existing
2 Software Company	\$375,500	Client is working on initial sales first	6	New
3 Youth Home	\$175,000	Waiting for approval of 501 C 3	4	New
4 Cooking and Catering	\$16,600	Sent to 5 sources.	2	Existing
5 Farm produce operation	\$40,000	2nd Plan Sent to three farm finance sources	6	New
6 Restaurant and culinary training	\$500,000	Private and Grant Sources	10	New
7 Tutoring business	\$6,000	Searching for funding sources	1	New
8 Hunting and fishing products	\$730,000	County partnership/Construction	12	Existing
9 Nascar and Sports Clothing business	\$20,000	Additional funding needed	1	Existing
10 Assisted Living Business	\$270,000	Working to finish 501 c 3	15	New
11 Adult Day Care	\$250,000	501 C 3 completed Working on grants	6	New
12 Farm Produce Sales and delivery	\$15,000	Seeking funding	2	Existing

**ITEM 5 (c): PROPOSED CASH RESERVE  
RESOLUTION**

RESOLUTION NO. 1-100212-01

RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS ESTABLISHING A MINIMUM AND  
MAXIMUM GENERAL FUND CASH RESERVE

WHEREAS it is the intent of the Board to establish and maintain a reasonable Cash Reserve in the General Fund to address fiscal emergencies;

WHEREAS the maintenance of said Cash Reserve is essential to the financial health of county government;

WHEREAS the funding of basic county services is partially dependent on special state funding for small county governments, and

WHEREAS such special state funding could be withdrawn at anytime by a decision of the State Legislature, creating a fiscal emergency for the County; and

WHEREAS the County is always at risk of unanticipated expenses which could contribute to a fiscal emergency:

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

1. The Board shall recognize the "Unassigned General Fund Balance" on its audited Balance Sheet of Governmental Funds as the measure of the County's Cash Reserve.
2. When establishing its budget and making decisions on any expenditures, except during times of a declared fiscal emergency, the Board shall maintain a Cash Reserve equal to at least three months but no more than four and one-half months of its budgeted recurring General Fund expenses.
3. The County's Chief Financial Office, in consultation with the County Coordinator, shall perform a quarterly review of unanticipated changes in budgeted revenues and expenses, prepare a projection of the County's year-end Cash Reserve for the current fiscal year, and make a quarterly report to the Board of the projected year-end Cash Reserve.
4. Until the first projected Cash Reserve report is completed, the current Cash Reserve shall be presumed to be a minimum of \$2,000,000 and a maximum of \$3,000,000.
5. If the projected Cash Reserve exceeds the maximum targeted amount, during its budgeting process the Board shall make the appropriate adjustments, including a reduction in ad valorem taxes.

RESOLVED this 2nd day of October 2012.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Kirk Reams, Clerk

BY: \_\_\_\_\_  
Hines Boyd, Chairman  
(As approved by the Board on October 2, 2012)

**ITEM 5 (d): FIRE STATION  
RECOMMENDATION**



**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

September 24, 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: Jefferson County Fire Station  
Preble-Rish, Inc. Project No. 751.013**

Dear Mr. Reams:

As you know we received bids for the referenced project at 2:00 p.m. EST on September 12, 2012, and seven (7) 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**.

After thorough review of all bids, RAM Construction was the lowest qualified, responsive bidder. Therefore, we **recommend awarding the contract to RAM Construction & Development, LLC in the amount of \$879,000.00**. There are some cost saving measures that the County should consider, such as direct purchase of large items to save sales tax. Throughout the project, we will take advantage of as many of these opportunities to provide a savings to the County as possible.

At this time, there are only two other expenses foreseen to complete the Fire Station project. The first is the cost of furnishings. Through conversations with the Fire Chief, we believe that this can be accomplished with \$92,500 or less. The other foreseen cost is Contract Administration / Construction Administration / Inspection / Project Closeout which can be accomplished for \$35,200 or less.

Also enclosed is a copy of the Notice of Award to be executed if the Commission approves of our recommendation. Please notify our office once approved so we may prepare all of the necessary contract documents to be executed by the Contractor and the County.

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.**

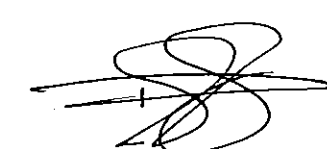
Alan Wise, P.E.  
Sr. Project Manager



Exhibit A

Jefferson County Fire Station

Bidders Name	Base Bid	Alt. # 1	Alt. #2	Alt. #3	Anti Collusion Statement	Conflict of Interest	Drug Free Work Place	Bidder Qualification	Local Preference	PUR 7068	Bid Bond	Performance Bond	Payment Bond	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Addendum 5	Comments
Riley Palmer Construction	\$951,574.00	\$471,528	\$3,950	\$20,085	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓			
CSI Contracting	\$977,200.00	\$709,339.00	\$3,500	\$16,700	✓	✓	✓	✓		✓	✓			✓	✓	✓			
Sperry & Associates	\$883,000	\$672,235	\$7,598	\$40,893	✓	✓	✓	✓	✓	✓	✓								
Adcon Corporation	\$922,028	\$477,153	\$5,930	\$39,849	✓	✓	✓	✓		✓	✓			✓	✓	✓			
Pinnacle Construction Support	\$1,030,000.00	\$712,390.00	\$3,500	\$33,235.00	✓	✓	✓	✓		✓	✓			✓	✓	✓			
WT Building Corp	\$983,130.00	\$687,240	\$9,200	\$34,010.00	✓	✓	✓	✓		✓	✓			✓	✓	✓			
Ram Construction	\$879,000.00	\$622,000.00	\$3,500	\$41,080.00	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓			

 9/12/2012  
 1 Jh WMA 9/12/2012

**JEFFERSON COUNTY-  
FIRE DEPARTMENT**

**PRI PROJECT NO. 751.013**

**SECTION 00080-NOTICE OF AWARD**

TO: RAM Construction  
20 RAM Blvd.  
Midway, Florida 32343

**PROJECT DESCRIPTION: JEFFERSON COUNTY-FIRE DEPARTMENT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 1, 2012, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 879,000.00. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Title: Chairman, Jefferson County Board of County Commissioners

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_ (Print and Sign Name).

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

**ITEM 5 (e): SOLID WASTE ADMIN.  
BUILDING RECOMMENDATION**



**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

September 25, 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: Jefferson County Solid Waste Administration Building  
Preble-Rish, Inc. Project No. 751.040**

Dear Mr. Reams:

As you know, we received bids for the referenced project at 10:00 a.m. EST on September 7, 2012, and seven (7) contractors' submitted bids. Copies of all the bids have been provided under a separate cover. The detailed bid results are attached and labeled as **Exhibit A**.

After thorough review of all bids, RAM Construction & Development, LLC was the lowest qualified, responsive bidder. Therefore, we **recommend awarding to RAM Construction & Development, LLC**.

We recognize that the low bid is slightly over budget, therefore we recommend awarding to the low bidder and entering negotiations. We will negotiate with the prospective contractor to reduce the project cost, and bring the results of the negotiation back to the Board for consideration prior to entering into a Contract.

Also enclosed is a copy of the Notice of Award to be executed if the Commission approves of our recommendation. .

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

Jefferson County Solid Waste

Bidders Name	Base Bid	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Bid Bond	Performance Bond	Payment Bond	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Addendum 5	Comments
LLT Building Corp.	297,792.00	8,853.00	12,238.00	33,392.00	5,200.00	5, ✓			✓	✓	✓	✓		Alt 5: 5,200 Alt 6: 5,800 <del>Alt 5: 5,200 Alt 6: 5,800</del>
Sperry	276,169.00	3,690.00	10,997.00	19,251.00	4,957.00	✓			✓	✓	✓	✓		Alt 5: 5,530 Alt 6: 1,892
Ram	267,840.00	4,115.00	6,555.00	9,640.00	5,200.00	✓			✓	✓	✓	✓		Alt 5: 2,500 Alt 6: 5,500
Pinnacle	359,707.00	5,280.00	9,190.00	16,858.00	5,550.00	✓			✓	✓	✓	✓		Alt 5: 2,500 Alt 6: 3,338
CSI	281,662.00	1,541.00	9,086.00	12,284.00	5,123.00	✓			✓	✓	✓	✓		Alt 5: 2,561 Alt 6: 2,800
CSS	416,867.27	2,500.00	5,000.00	8,000	6,000	✓								Alt 5: 3,000
Riley Palmer	296,960.00	2,326.00	6,393.02	11,601.75	8,452.97	✓			✓	✓	✓	✓		Alt 5: 2,500 Alt 6: 2,400

 9/7/2012  
 9/7/2012  
 Bid Opening September 7, 2012 @ 10:00am

**SECTION 00080-NOTICE OF AWARD**

TO: RAM Construction & Development, LLC  
20 RAM Blvd.  
Midway, Florida 32343

**PROJECT DESCRIPTION: Construction of site and building improvements associated with the Solid Waste Administration Building.**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 2, 2012, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 267,840.00. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Title: Chairman, Jefferson County Board of County Commissioners

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_ (Print and Sign Name).

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

**ITEM 5 (f): INDUSTRIAL PARK MASTER  
STORM-WATER  
UPDATE/DISCUSSION/DECISION**



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

September 25, 2012

**Gulf County**

324 Marina Drive  
Port St. Joe, FL 32456

P 850.227.7200

F 850.227.7215

Kirk Reams  
Clerk Of Courts  
1 Court House Circle  
Monticello, FL 32344

**Bay County**

203 Aberdeen Parkway  
Panama City, FL 32405

P 850.522.0644

F 850.522.1011

Kirk,

There are several items relating to the JCIP South Pond Expansion that need to be reviewed / discussed / and decided at the October 2<sup>nd</sup> Board Meeting. This letter serves as a memo for that meeting.

**Walton County**

877 CR 393 North  
Santa Rosa Beach, FL 32459

P 850.267.0759

F 866.557.0076

First, there is an opportunity that a nearby development will need between 15,000 and 30,000 CY of fill material. This development is in the permitting process with the City of Monticello and is going to provide 20-30 jobs after construction. If the Board desires, the Board may allow the development to excavate as much fill dirt as the development desires, within the parameters of the proposed pond expansion. Approval of this option could save the County between 25 and 60% of the cost of construction of the JCIP South Pond. I see this as an opportunity for the County to get a portion of the JCIP South Pond constructed, and to assist in the local economic development initiative with little commitment.

**Gadsden County**

20 East Washington Street  
Quincy, FL 32351

P 850.875.4751

Second, we have received bids on the South Pond Expansion, and Dixie Paving and Grading is the lowest responsive qualified bidder. With the knowledge that the scope of the project may change due to the information above, I recommend awarding to the Dixie Paving and Grading, and negotiating upon determination of the revised project scope. The determination of the revised project scope may take a couple of months, all things considered.

**Calhoun County**

20684 Central Avenue East  
Blountstown, FL 32424

P 850.674.3300

Third, we need to understand that we may not reach a successful agreement with the lowest responsive bidder. Based on conversations with Coordinator Barwick, we may consider performing the work in house. This, of course, can be considered and a final determination can be at a later date, after negotiations with the lowest responsive bidder are deemed unsuccessful.

**Wakulla County**

36 Jasper Thomas Road  
Crawfordville, FL 32327

P 850.528.0300

Lastly, we have discovered that the Rural Infrastructure Fund grant opportunities for construction are limited to the \$150,000 range. This is something that should be taken into consideration as all 3 items above are discussed. We have been working diligently on grant applications and we will need to work together to reduce construction cost so that it is closer to the available grant funds.

**Jefferson County**

Garden Square  
187 East Walnut Street  
Monticello, FL 32344

P 850.997.2175

I look forward to discussing these items on the 2<sup>nd</sup>, feel free to contact Julie Conley or myself with any questions relating to this project.

Thank you,

Preble-Rish, Inc.

**Dixie County**

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

P 352.542.2414

Alan Wise, P.E.  
Sr. Project Manager

**Okaloosa County**

2110 Lewis Turner Boulevard  
Ft. Walton Beach, FL 32547

P 850.200.4783



**ITEM 6 (a): REC. PARK ADVISORY BOARD  
VOLUNTEER APPLICATION/DECISION**

**JEFFERSON COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
COUNTY VOLUNTEER BOARD/AGENCY APPLICATION**

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or agency.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Agency for which you are applying:

1. Jefferson County Recreation Department Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Name: Demott Anderson

Address: 790 N Mulberry St City/State Monticello Zip 32344

Alternate Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (Home) 8509972344 (Cell) 8505287088 (Fax) \_\_\_\_\_ (Work) \_\_\_\_\_

Preferred Contact # Home ( ) Cell (x) Work ( )

E-Mail Address: demott@simpsonnurseries.com

Are you: Jefferson County Registered Voter? Yes x No \_\_\_\_\_

Please circle the months you would **NOT** be available for meetings:

Jan. Feb. Mar. Apr. May June July Aug. Sept. Oct. Nov. Dec.

Occupation: Foreman at Simpson Nurseries

(If retired, please indicate former occupation or profession.)

Are you currently serving on any County Boards or Committees? Yes \_\_\_\_\_ No x

If yes, please provide the name of the Board or Committee:

1. \_\_\_\_\_
2. \_\_\_\_\_

Applicable County codes require appointments to the following Boards to be persons who are residents of the Jefferson County: Code Enforcement Board, Planning Commission. No person may serve on more than one of these boards concurrently.

Complete the following: Please describe those facets of your background/experience that you feel may be useful for membership on this Board/Agency.

What do you feel you can contribute to the Board/Agency to which you are applying?

I have been a volunteer for the Jefferson County Rec. Department for many years.

I have coached, been an umpire, and volunteered my time and effort to the facilities.

This includes repairs and other maintenance issues to the Rec Park. I coached for many years, and have watched many children (including my own) grow up through various sports programs at the Recreation Department. I have also played softball myself since high school.

Academic – Degrees, Diplomas

Graduate of Jefferson County High School

Professional – Certifications

Certified First Responder

Knowledge – Training, interests, or experience

Long time coach and volunteer for various organizations and sports related programs

all over this county. I look forward to continuing my support of the Recreation Department

and look forward to helping to continue to improve the facilities for the youth and future of this county

Community Involvement – List organizations/positions

Former Aucilla Christian Academy School Board Member

Former President of the Aucilla Christian Academy Athletic Committee

Past Master of the local Masonic Lodge

Former Assistant Chief of the Monticello Volunteer Fire Department

Organizations – Membership

Masonic Lodge

Please attach any other information or resume you feel will assist the Commissioner in your district and the Board of County Commissioners in making their decision on this appointment.

**IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR AGENCIES**

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision and all members of bodies exercising planning, zoning, or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by Chapter 112, F.S. If appointed, please contact the County Supervisor of Elections to obtain the applicable disclosure forms.

Terms on various boards and agencies vary and may be for a period up to three years. Appointments expire on the last day of August of each year on a staggered basis. In addition, vacancies occur throughout the year for various reasons and vacancies are filled for the remainder of the unexpired term. If any vacancy is for a period of less than six months, the Board of County Commissioners, at their discretion, may appoint an individual for the remainder of the current term, plus one full term at the time of appointment. County boards and agencies play a vital part in our community. You are encouraged to submit an application for appointment to a County board or agency prior to board appointment deadlines. The deadline to accept any application for annual appointments is 5:00 p.m. Wednesday of the week preceding the Regular Commission Meeting on the first Thursday of the month of August. There is no deadline for accepting applications to fill vacancies. For information concerning any board or agency or the appointment process, please call the Office of the County Coordinator at the Courthouse Annex, (850)342-0287, or visit our website at [www.jeffersoncountyflorida.gov](http://www.jeffersoncountyflorida.gov).

**COMPLETE, SIGN, AND RETURN THIS FORM TO:**

Office of the County Coordinator  
Jefferson County  
445 W. Palmer Mill Road  
Monticello, FL 32344

*Demott Anderson*

September 24, 2012

Applicant Signature

Date

*Demott Anderson*

*9-24-12*

Staff Use Only: Appointed: Yes  No  Term Expiration Date: \_\_\_\_\_

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