Revised 10/28/15 Board of County Commissioners

Wakulla County, Florida

Agenda

Regular Public Meeting
Monday, November 2, 2015
@ 5:00 P.M.

Invocation

Pledge of Allegiance

Approval of Agenda:
(The Chairman and members of the Board will approve and/or modify the official agenda at this time).

Citizens to be Heard
(There is a Three (3) minute time limit; non-discussion by Commission; there shall be no debate and no action by the Commission. Citizens will have the opportunity to speak once under the Citizens to be Heard portion of the agenda which will be at the start or end of each meeting).

(To ensure fairness and encourage participation, citizens who would like to speak on any item will need to fill out a speaker's card and turn in to Mrs. Taylor prior to the beginning of discussion on that particular item. Citizens are allowed a maximum of 3 minutes to speak.)

Awards and Presentations
(Members of the Board will have the opportunity to acknowledge members of the community or commendable efforts at this time. Presentations will be made from individuals concerning issue of importance).

Presentation on Seismic Testing in Calhoun County – Amy Datz (10 minutes)

Announcement of a Proclamation Declaring November 5, 2015 as David Miller Day – Commissioner Thomas (5 minutes)

Consent
(All items contained herein may be voted on with one motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past Board direction or policy. However, any Commissioner, the County Administrator, or the County Attorney may withdraw an item from the consent agenda, either in writing prior to the meeting, or at the beginning of the meeting and it shall then be voted on individually. Every effort shall be made to provide such a request to the Chairman at least 24 hours before the meeting).

1. Approval of Minutes from the October 19, 2015 Regular Board Meeting
   (Brent Thurmond, Clerk of Court)

2. Approval of Bills and Vouchers Submitted for October 15, 2015 through October 28, 2015
   (Brent Thurmond, Clerk of Court)

3. Request Board Approval of Administrative Regulation 3.03 Relating to Budget & Financial Policies
(Greg James, Finance Director)

4. Request Board Approval and Ratification of SHIP Certification for Submittal of the Annual Report for FY 2013-2014
(Jay Mosley, GSG)

5. Request Board Approval to Award SHIP Housing Rehabilitation ITB #2015-08 to the Lowest Responsive Bidder(s)
(Jay Mosley, GSG)

6. Request Board Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Providing Procedures for the Disposition of Real Property
(Heather Encinosa, County Attorney)

7. Request Board Approval to Accept a Small Cities Community Development Block Grant (CDBG) Award for the Federal Fiscal Year (FFY) 2014 Grant Cycle and Approval of a Resolution and Budget Amendment
(Somer Strickland, Interim Planning & Community Development Director)

8. Request Board Approval of a Resolution Amending the County's Housing Assistance Plan for the Small Cities Community Development Block Grant (CDBG) to Incorporate Florida Department of Economic Opportunity Comments
(Somer Strickland, Interim Planning & Community Development Director)

9. Request Board Approval of the 2016 Board of County Commissioners Meeting Calendar
(Jessica Welch, Communications & Public Services Director)

10. Request Board Approval of a Resolution Accepting the Small County Road Assistance Program (SCRAP) Agreement for Roadway Widening and Resurfacing for County Road 61 (Shadeville Highway) and Approval of Preble Rish Task Order No. 15-131
(Cleve Fleming, Public Works Director)

11. Request Board Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Repealing the Industrial Development Authority
(Jessica Welch, Communications & Public Services Director)

12. Request Board Approval to Submit the Federal Election Activities (HAVA) Grant Application, Approval for Matching Funds and Authorize the Chairman to Execute the Certificate
(Buddy Wells, Supervisor of Elections)

16. Request Board Approval of Temporary Road Closure for Panacea Waterfronts Christmas Parade on December 5, 2015
(Charlie Creel, Sheriff)

17. Request Board Ratification of the United States Department of Agriculture Natural Resource Conservation Service Grant Agreement No. 68-4209-15-167 for Emergency Repairs to Hilliardville Rd/Black Creek, Ratification of Amendments No. 1 and 2, Approval of Payment to Ben Withers, Inc. for Repairs and, Approval of a Resolution and Budget Amendment
(Cleve Fleming, Public Works Director)

Consent Items Pulled for Discussion

(Members requesting further information on items placed under "Consent Agenda," may withdraw those items and place them here, for further discussion).

General Business

(General Business items are items of a general nature that require Board directions or pertain to Board policy

13. Request Board Approval to Remove Two Stop Signs on Old Shell Point Road from the Roberts Williams Road and Belin Court intersections
(Keith Blackmar, CTST Chairman)

18. Request Board Approval of a Resolution to Recognize the Future Consolidation of the Ochlockonee Bay Volunteer Fire Rescue Department and the Panacea Volunteer Fire Rescue Department into the Coastal Volunteer Fire Rescue Department
(Michael Morgan, Fire Chief)

Public Hearing

(Public Hearings are held as required to receive public comments on matters of special importance or as prescribed by law. For regular Board meetings, public hearings shall be scheduled as the first substantive item on the agenda and heard at the time scheduled for the start of the meeting or as soon thereafter as is possible. Individual speakers are encouraged to adhere to a three (3) minute time limit. The Chairman has the discretion to either extend or reduce time limits, based on the number of speakers)

Planning and Zoning

(*Members will be provided with planning and zoning amendment requests five (5) business days prior to the scheduled meeting. To the maximum extent possible, all support information and documentation for P&Z items shall be made available through a variety of means including the County website that will provide the public with the greatest opportunity to review documentation at the date of advertisement pursuant to Resolution No. 04-43. "In accordance with Sec. 24.01 of County Code, for all quasi-judicial proceedings each Commission member must disclose all contact received from interested parties and/or their representatives, lobbyists, or any other third parties concerning any application and any personal investigation or knowledge being relied upon during the consideration of any quasi-judicial planning and zoning matters".)*

Commissioner Agenda Items

(Items with supporting documentation shall be provided by a Commissioner to the County Administrator three (3) business days prior to the scheduled meeting. Items that are agendaed by Commissioners and fail to gain approval may not be replaced on the agenda by a Commissioner on the non-prevailing side for a period of six (6) months without approval of the Chairman unless there is substantive new information to present).

14. Commissioner Thomas
    a. Request Board Approval of a Proclamation Declaring November 5, 2015 as David Miller Day

15. Commissioner Kessler
    a. Request Board Approval to Schedule a Workshop to Help Our Oystermen
    b. Request Waiver of Rental Fees for Relay for Life Event

County Attorney

(County Attorney items are items of a legal nature that require Board direction or represent general information to Board Members, staff or the public).

County Administrator

(County Administrator items are items that require Board direction or represent general information to Board Members, staff or the public).

Citizens to be Heard

(There is a Three (3) minute time limit; non-discussion by Commission; there shall be no debate and no action by the Commission. Citizens will have the opportunity to speak once under the Citizens to be Heard portion of the agenda which will be at the start or end of each meeting).

Discussion Issues by Commissioners

(The purpose of this section is for Commissioners to request staff action on various issues, including scheduling of a future agenda item for later Board action, based on the approval of a majority of the Board. No assignments or request for agenda items shall be given to the County Administrator or County Attorney without the express approval of the majority of the Board. The Board shall take no policy action without an agenda item unless such is accomplished through a unanimous vote of the Board. The remarks of each Commissioner during his or her "discussion items" shall adhere to Robert Rules of Order, for proper decorum and civility as enforced by the Chairman.

Adjourn

(Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the Commission present at the meeting)

The next Board of County Commissioners Meeting is scheduled for
Monday, November 16, 2015 at 5:00p.m.

Regular Board Meeting and Holiday Schedule
January 2015 – December 2015

January 2015

S	M	T	W	Th	F	Sa
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February 2015

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March 2015

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April 2015

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June 2015

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July 2015

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September 2015

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October 2015

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November 2015

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December 2015

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Regular Board Meeting & Workshops
Special Meeting
Holiday

PUBLIC NOTICE

2014/15 Tentative Schedule

All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 29 Arran Road, Suite 101, Crawfordville, FL.
Workshops are scheduled as needed.

Month	Day	Time	Meeting Type
November 2015	Monday, 2	5:00P.M.	Regular Board Meeting
	Monday, 9	7:00P.M.	Planning Commission Meeting
	Monday, 16	5:00P.M.	Regular Board Meeting
	Wednesday, 18	5:30P.M.	Code Enforcement Meeting
December 2015	Monday, 7	5:00P.M.	Regular Board Meeting
	Monday, 14	7:00P.M.	Planning Commission Meeting

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 14, 2015
To:	Honorable Chairman and Members of the Board
From:	Brent X. Thurmond, Clerk of Court
Subject:	Approval of Minutes from the October 19, 2015 Regular Board Meeting

Statement of Issue:
This agenda item requests Board approval of the minutes of the October 19, 2015 Regular Board Meeting (Attachment #1).

Options:
1. Approve the minutes of the October 19, 2015 Regular Board Meeting.
2. Do not approve minutes of the October 19, 2015 Regular Board Meeting.
3. Board direction.

Recommendation:
Option #1

Attachment(s)
1. Draft of Minutes – October 19, 2015 Regular Board Meeting

Board of County Commissioners
Regular Public Meeting
Monday, October 19, 2015

The Board of County Commissioners in and for Wakulla County, Florida met for a Regular Public Meeting on Monday, October 19, 2015 at 5:00 p.m. with Chairman Ralph Thomas presiding. Present were Commissioners Randy Merritt, Richard Harden, Jerry Moore and Howard Kessler. Also present were County Administrator David Edwards, County Attorney Heather Encinosa and Deputy Clerk Brandy King.

The Invocation and Pledge of Allegiance were provided by Commissioner Harden.

APPROVAL OF AGENDA
(CD 5:00) COMMISSIONER MERRITT MOVED TO APPROVE; SECOND BY COMMISSIONER KESSLER AND THE MOTION PASSED 5/0

CITIZENS TO BE HEARD
(CD 5:00) DANA PECK-WAKULLA ENVIROMENTAL INSTITUTE
(CD 5:03) LARRY ROBERTS-LANUAGE BY SHERIFF CHARLIE CREEL
(CD 5:05) CHRIS RUSSELL-CHANGE MEETING TIME TO 5:30PM

AWARDS AND PRESENTATIONS
(CD 5:07) Announcement Regarding the Aquaponics Garden at the One Stop Community Center – Wendell Johnson, 21st Century Program Administrator

(CD 5:10) Announcement of Household Hazardous Waste Day – Jo Ann Palmer, KWCB Director

(CD 5:13) Announcement of Rosenwald: A film about Schools, African Americans and Philanthropy – Commissioner Kessler

CONSENT AGENDA
(CD 5:17) COMMISSIONER MERRITT MOVED TO APPROVE THE CONSENT AGENDA: SECOND BY COMMISSIONER KESSLER AND MOTION PASSED 5/0

1. Approval of Minutes from the October 5, 2015 Regular Board Meeting
Approve - Minutes from the October 5, 2015 Regular Board Meeting

2. Approval of Bills and Vouchers Submitted for October 1, 2015 through October 14, 2015
Approve - Bills and Vouchers Submitted for October 1, 2015 through October 14, 2015

3. Request Board Approval of an Application for Certification as a Florida Certified Local Government and Approval to Submit the Application to the State Department of Historic Resources

Approve - Application for Certification as a Florida Certified Local Government and Approval to Submit the Application to the State Department of Historic Resources

4. Request Board Approval of a Resolution Reducing the Required Number of Recreation Advisory Committee Members and Approval of a Resolution Appointing and Re-Appointing the Members
Approve - Resolution Reducing the Required Number of Recreation Advisory Committee Members and Approval of a Resolution Appointing and Re-Appointing the Members

10. Request Board Approval to Award ITB 2015-04 for Shell Point Public Access Boating Facility to Hydra Engineering and Construction, LLC
Approve - Award ITB 2015-04 for Shell Point Public Access Boating Facility to Hydra Engineering and Construction, LLC

CONSENT ITEMS PULLED FOR DISCUSSION
None.

GENERAL BUSINES
None.

PUBLIC HEARING
(CD 5:17) 5. Request Board Approval to Conduct the Public Hearing and Adopt Amendments to Section 2-4, Definitions and Chapter 5, Article III of the Land Development Code Pertaining to Zoning
COMMISSIONER MERRITT MOVED TO APPROVE: SECOND BY COMMISIONER MOORE AND THE MOTION PASSED 5/0

(CD 5:19) 6. Request Board Approval to Conduct the Public Hearing and Adopt Amendments to Section 2-4, Definitions and Chapter 7 of the Land Development Code Pertaining to Subdivision Regulations
COMMISSIONER MERRITT MOVED TO APPROVE; SECOND BY COMMISSIONER KESSLER AND THE MOTION PASSED 5/0

COMMISSIONER AGENDA ITEMS
(CD 5:20) 9. Commissioner Kessler -
a. Request Board Approval of a Proclamation Declaring November 13, 2015 as World Pancreatic Cancer Day in Wakulla County
Commissioner Kessler moved for Approval of a Proclamation Declaring November 13, 2015 as World Pancreatic Cancer Day in Wakulla County; Second by Commissioner Merritt and the Motion passed 5/0

COUNTY ATTORNEY
(CD 5:22) NONE

COUNTY ADMINISTRATOR
(CD 5:22) SHELL POINT BEACH RAMP-CONSTRUCTION PROCESS WITH RESIDENTS

CITIZENS TO BE HEARD
None.

DISCUSSION ISSUES BY COMMISSIONERS
(CD 5:23) COMMISSIONER MERRITT - Letter of Support for a Right Turn Lane at Wakulla Christian
(CD 5:25) COMMISSIONER KESSLER - TOWN HALL MEETING; FRACKING AND EARTHQUAKES; TCC OYSTER FARMING AGRICULTURE PROGRAM
(CD 5:55) COMMISSIONER MOORE - SUCCESSFUL DRUG FOR CONGESTIVE HEART FAILURE (ENTRESTO)
(CD 5:56) COMMISSIORE HARDEN - JOB FAIR

PLANNING AND ZONING
(CD 5:58) 7. Application for Change of Zoning R15-04 for Wildwood Country Club, LLC, applicant
Commissioner Merritt moved to Conduct the final public hearing and vote to adopt the proposed ordinance amending the official zoning to amend the PUD to allow for a RV park and approve the PUD Development Plan Addendum for Wildwood Country Club, based upon the Planning Commission recommendation and the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon with the following changes: privacy fence minimum 8 feet separating uses; 35 feet setback abutting property owners, 10 p.m. curfew on noise, lighting limited to 4 feet or less, no construction on weekends or holidays and no generators except for power outages; Second by Commissioner Harden and the Motion passed 5/0

(CD 6:19) 8. Application for Change of Zoning R15-03 - Wakulla County, Applicant
Commissioner Merritt moved to Conduct the final public hearing and vote to adopt the proposed ordinance amending the official zoning from RMH-1 Restricted to RMH-1, based upon the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon; Second by Commissioner Moore and the Motion passed 5/0

(CD 6:20) There being no further business to come before the Board, Commissioner Merritt made a motion to adjourn; second by Commissioner Moore and the motion passed unanimously, 5/0.

The meeting adjourned at 6:20 p.m.

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 14, 2015
To:	Honorable Chairman and Members of the Board
From:	Brent X. Thurmond, Clerk of Court
Subject:	Approval for Payment of Bills and Vouchers Submitted for October 15, 2015 – October 28, 2015

Statement of Issue:
This agenda item requests Board approval for payment of bills and vouchers submitted for October 15, 2015 – October 28, 2015.

Background:
It is the policy of the Board to pre-approve payment of bills and vouchers prior to the release of funds.

Options:
1. Approve payment of bills and vouchers submitted for October 15, 2015 – October 28, 2015.
2. Do not approve payment of bills and vouchers submitted for October 15, 2015 – October 28, 2015.
3. Board direction.

Recommendation:
Option #1

Attachment(s)
1. Statement of bills and vouchers submitted for October 15, 2015 – October 28, 2015

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 16, 2015
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Greg James, Finance Director
Subject:	Request Board Approval of Administrative Regulation 3.03 Relating to Budget & Financial Policies

Statement of Issue:
This agenda item requests Board approval of Administrative Regulation 3.03 Relating to Budget & Financial Policies (Attachment #1).

Background:
In 2008 the Board adopted a broad range of financial policies that included budgetary policies, operating policies, revenue policies, reserve policies, transfer policies, capital improvement policies, debt policies, and OMB responsibilities related to these policies. Additionally, in 2012 the Board adopted a stand-alone Fund Balance Policy (AR 3.01) and in 2015, a stand-alone Debt Administration Policy (AR 3.02).

Analysis:
Due to the adoption of the separate fund balance policy and debt administration policy, the elimination of the OMB Department in 2013, and other procedural changes within the purview of the Budget Officer, these broad financial policies as provided in Attachment #2 have been amended and updated.

Budgetary Impact:
None.

Options:
1. Approve Administrative Regulation 3.03 Relating to Budget & Financial Policies.
2. Do Not Approve Administrative Regulation 3.03 Relating to Budget & Financial Policies.
3. Board Direction.

Recommendation:
Option #1

Attachment(s):
1. AR 3.03 Budget & Financial Policies
2. 2008 Financial Policies

ADMINISTRATIVE REGULATION	DATE APPROVED:
AR: 3.03	November 2, 2015
SUBJECT:	**DEPARTMENT:**
Budget & Financial Policies	Finance

PURPOSE:
The objectives of the Wakulla County's financial policies are:

- Improve the financial and budgetary accountability of Wakulla County

- Provide clear direction to County staff in managing the County's finances, developing and adopting a budget, and ensuring the efficient and effective delivery of services.

- Provide careful annual fiscal planning and ensure a healthy long term financial management of all County resources and activities.

- Comply with all statutory requirements of the State of Florida, County ordinances, and the standards set by the State of Florida, the Governmental Accounting Standards Board (GASB), the Governmental Finance Officers Association (GFOA), and generally accepted accounting principles (GAAP)for budget development and financial management.

PROCEDURES:
General Policy

1. The operating budget authorizing expenditure of County funds will be adopted annually by the Board at the line item level by fund. The Budget will be presented in a multi-year format to aid in long term planning.

2. The budgeted expenditures and reserves of each fund (including the reserve for contingencies, reserve for fund balance, and all other purposes) will equal the sum of balances brought forward for the fiscal year and all revenues which reasonably can be expected to be received during the fiscal year. In plain language: the revenues and expenditures must be equal on a fund by fund basis in order to present a "balanced budget".

3. For sound, conservative financial planning, a minimum of 95% of all receipts reasonably anticipated from all sources shall be budgeted (F.S.129.01(2)(b)}). For purposes of estimating ad-valorem tax receipts, no more than 96% should be budgeted due to the discount provided for early payment. For purposes of all other non-ad valorem receipts, 100% of the estimated receipts may be budgeted.

Budget Policy

A. Budgeting Process - Summary of Statutory Requirements

Wakulla County has an important responsibility to its citizens to correctly account for public funds, to manage County finances wisely, and to plan for adequate funding of services desired by the public. Chapters 129 and 200 of the Florida Statutes establish legal procedures for Counties to follow when determining their individual budgets, as well as annual tax, or millage that ultimately results from those budgets. The County incorporates these statutory provisions (as well as those general accepted accounting principles specific to state and local governments) into all financial policies set forth by the County.

Chapter 129 of the Florida Statutes, titled "County Annual Budget" requires all Counties to establish "an annual budget for such funds as may be required by law or by sound financial practice and generally accepted accounting principles. The budget shall control the levy of taxes and the expenditure of money for all county purposes during the ensuing fiscal year." Wakulla County naturally observes this requirement, and, as a matter of policy and of law, also follows and incorporates other subsections of this chapter, including such key principles as:

1. Chapter 129.01(2)(b): "The budget shall be balanced…the total of the estimated receipts including the balance brought forward, shall equal the total of the appropriation and reserves."

2. Chapter 129.01(2)(b): The budget…"shall conform to the uniform classification of accounts prescribed by the appropriate state agency."

3. Chapter 129.01(2)(c)(1): "A reserve for contingencies may be provided in a sum not to exceed 10 percent of the total budget." The reserve creates a pool for unallocated funds that may be needed for expenses not foreseen or contemplated when the original budget was created, such as storm emergencies.

4. Chapter 129.01(2)(b)(2): "A reserve for cash balance to be carried over may be provided for the purpose of paying expenses from October 1st of the ensuing fiscal year until the time when the revenues for that year are expected to be available." A cash balance reserve essentially pays expenses for a County until revenues from ad valorem (property) taxes are levied and collected.

5. Using specific procedural guidelines, as established by Chapter 129.06(2), the County Commissioners may amend the current year budget:
   a. For unanticipated revenue related to a particular fund
   b. For appropriations of expenditures within a particular fund
   c. For appropriations from the reserves of a particular fund
   d. For transfers between funds

Chapter 200, titled, "Determination of Millage" defines how Florida counties must proceed with respect to raising operating monies though taxation of real, personal and tangible property both before and after the final budget is established. The responsibilities of the Property Appraiser, the Tax Collector, and the Board of County Commissioners with respect to this duty are outlined in this chapter. In addition, this chapter places special emphasis upon the legal requirement that the proposed millage rates be advertised to the general public well in advance of their finalization, in order to allow the public ample opportunity to respond to them through public hearings. It is the policy of Wakulla County to follow these procedures in order to comply with Florida Law.

B. Budget Modification

Budget modifications shall follow the rules set forth in Florida Statute 129.06. Wakulla County has three (3) methods of budget modification. The annual budget can either be modified by a supplemental budget hearing, by resolution or by budget amendment.

The purpose of the budget modification process is to adjust fund amounts to reflect the level of revenues reasonably anticipated to be received and to balance expenditures to these revenues according to state law and sound financial practices.

A supplemental budget hearing shall be required for the Board to recognize any anticipated revenue not previously budgeted (i.e. increases in cash forward or existing revenue sources).

A budget resolution approved by the Board shall be required for revenue from an unanticipated source (i.e. a new grant awarded mid-year). In general, a budget resolution with Board approval is required anytime the overall budget increases due to unanticipated revenues.

Wakulla County has two (2) levels of budget amendments.

1. Any transfer across department/division lines, from reserves, or increase of staffing levels must have Board approval. This also includes any transfer of positions from one department to another.

2. The Budget Officer or his / her designee must approve any transfers affecting personnel costs, capital projects / equipment, and / or all other forms of budget changes (changes to line items) within the same department / division.

All budget amendments/transfers of funds will first be reviewed and approved by the division or department director of the requesting department, followed by a review for subsequent denial/approval by the Board of County Commissioners and /or the County Administrator, as set forth in the following:

a. Provide that the County Administrator may authorize intra-fund transfers up to $10,000.

b. Provide that intra-fund transfers greater than $10,000 and all inter-fund transfers must be approved by a majority vote of the Board of County Commissioners.

All requests for use of reserves for contingency must be approved by a majority vote of the Board of County Commissioners.

An annual mid-year budget adjustment process will be established to insure that all fund budgets are in-line with Board direction.

All requests for budget modifications must be submitted on a form entitled "Budget Amendment" and signed by the Department Head. They are then sent to the Budget Officer or his / her designee for review and approval. If required, an agenda item is prepared for Board approval.

C. Budget Procedure Policy

Budget formulation, adoption, and execution involve year-round interaction of many people at various levels within the County. The purpose of this process is to identify service needs, develop strategies for meeting these needs and development of detailed revenue and expenditure plans to carry out the strategic plans. The budget process incorporates the following procedures and activities:

- The development of the budget preparation manual and the design and printing of budget forms (budget package).

- An annual meeting with the Budget Officer, budget staff, County Administrator, department heads, and the Board of County Commissioners to set goals and priorities for the coming fiscal year.

- Distribution of the budget package~~s~~ to all department heads and Constitutional Officers at a kickoff meeting with the County Administrator. This meeting will serve as a forum to answer questions on budget procedures and to inform the department heads and Constitutional Officers of budget policies and priorities for the coming budget year.

- The Budget Coordinator reviews and tabulates all operating budgets, capital improvement projects, and revenue projections. Each submission is analyzed for accuracy, content, and compliance with the previously determined priorities and policies.

- The Budget Officer shall meet~~s~~ with each department to review their budgets in detail and make adjustments if needed. These meetings give each department head the opportunity to discuss and substantiate the amounts requested in their individual department budget submission.

- Constitutional Officers must submit their budgets to the Budget Officer by June 1 or as required by law. The Budget Officer requests that Constitutional Officers submit their budget by May 1 to provide more time for budget staff to prepare for public budget workshops and hearings.

- A tentative balanced budget is generated and distributed to the Board by July 15 of each year.

- The Board reviews the requests in a series of budget workshops throughout the year.

- At a minimum, two (2) public hearings are held to adopt the proposed budget, millage rates, and Capital Improvement Program as required by Chapter 200, Florida Statutes.

- A finalized budget is printed, bound, and distributed as needed. The final budget is made available on the County's website in accordance with Florida law.

Operating Policy

1. The County will operate in a financially responsible manner and spend within its resources at all times.

2. The operating and capital budgets should be determined concurrently. Proper balance between current and long term requirements shall be maintained.

3. The County will maintain a budgetary control system to ensure adherence to the budget, which will be used to evaluate any department requests for increase funding within a particular year.

4. The County will continue to work with the Legislature to ensure that programs impacting County government are designed to provide appropriate resources to fund service requirements.

5. The use of technologies and practices that increase productivity and lower costs is strongly encouraged.

6. Compensated Absences shall be fully funded in all appropriate programs, where practical and available.

7. The County will adhere to its "Non-Profit Policy and Procedures" with respect to community agencies such as non-profit and quasi non-profit organizations. This policy details the application process, supporting documentation (i.e tax returns, proof of non-profit status, auditor's reports if necessary, etc…) and deadline criteria each must meet in order to be considered for funding in a particular year. Upon successful and timely completion of all paperwork, the policy also outlines how funding levels will be determined for each class, as well as the agency's fiscal responsibilities upon any award it is granted.

Revenue Policy

1. The use of ad valorem tax revenues will be limited to the General Fund, Fine & Forfeiture Fund, Debt Service Funds and municipal service taxing units.

2. The use of Gas taxes will be limited to the Road Department Fund (generally known as the Transportation Trust Fund) and transportation capital projects.

3. Tourist Development tax proceeds will be limited to the Tourist Development Fund as appropriated in accordance with the taxing level contained in the Tourist Development Tax Ordinance.

4. The building permit fees and related departmental service charges generated by the Building Department will be limited to the Building Dept. Fund.

5. The use of revenues that have been pledged to bondholders will conform in every respect to the bond covenants that commit those revenues.

6. Fee revenues will be anticipated for purpose of budget preparation using fee schedules that have been adopted by the Board and historic collection rates.

7. Estimated excess revenues that are unexpended and unencumbered at the end of the fiscal year are available to be budgeted as beginning fund balances in the budget of the following year. The amount budgeted should represent a conservative view of funds available to limit the impact of economic downturns.

8. Cash balances remaining in any fund at year-end will stay in that fund for subsequent years.

9. Fund balances utilized as a revenue source must be reviewed against the actual fund balance for the fund as estimated by the Clerk of Court's Finance office after year-end closing. Any shortfall in actual fund balance must be adjusted for by intra-departmental transfer or Board budget amendment.

Financial Reserves (Fund Balance) Policy

Wakulla County has adopted a separate, stand-alone Fund Balance Policy (AR 3.01). The objective of Wakulla County's Fund Balance Policy is to maintain the County's ability to operate in times of physical or financial disasters. By maintaining adequate reserves, the County will be able to mitigate the risks associated with such events. Wakulla County adopted a separate, stand-alone fund balance policy which provides for appropriate fund balance targets by fund type, and appropriate uses and replenishment of fund balances.

Transfer Policy

1. Transfers among expenditure and revenue accounts may be made during the fiscal year within a fund and within a department. The County Administrator or designee must approve transfer requests moving funds to or from personnel services expense accounts. No transfers may be made if the result of such transfer will be to change the adopted total budget of a fund.

2. Changes in the adopted total budget of a fund shall be made only with Board approval of a budget amendment and resolution.

Capital Improvement Policy

1. On an annual basis, the County shall prepare and adopt a five-year Capital Improvement Plan (CIP) consistent with the requirement of the Comprehensive Plan. The annual budget will include sufficient appropriations to fund capital projects identified in the first year of the CIP. All amendments during the year must be approved by the Board.

2. Capital Projects identified in the five-year CIP will be given priority for funding. The five-year plan for waste and wastewater CIP projects will be based on projects included in the adopted master plans.

3. A capital project may not be added or deleted without approval of the Board.

4. An adopted capital project may not be amended or changed more than necessary to fulfill the original intent of the project. No funds may be added or deleted which change the outcome of the project without Board approval.

5. Capital Projects shall not be used to determine or establish land use or permissible development. Capital projects are the implementer of the Comprehensive Plan, not the reverse.

6. All Comprehensive Plan capital projects shall be added, deleted or amended in compliance with Plan amendment procedures.

7. All capital projects shall compute and display the impact upon the operating budget at the time the project is being proposed for Board approval. The respective departments, during the budget process, will assist the Budget Officer and /or designee in identifying the annual operating expenses associated with capital projects.

8. The use of impact fees shall always be related to "growth" and not be used to correct existing deficiencies.

9. Capital projects/assets include property, plant, buildings, equipment and system infrastructure (roads, rights-of-way, storm-water and similar items). The following guidelines must be met in order to qualify as a Capital Project/Asset:

A. New Construction / Renovations of Buildings and Infrastructure

- To qualify as a capital building or infrastructure, the project must have a value of $25,000 or greater and a useful life of 5 years or more.

- Newly acquired or constructed assets must exceed minimum capitalization threshold requirements as determined by fixed asset guidelines.

- Improvements to or expansions of existing assets must increase its appraised value or add to its life expectancy.

- Routine maintenance and repair services of a repetitive nature, provided for the purpose of sustaining capital assets in serviceable condition are not capital projects.

- Studies and evaluations entered into for the purpose of providing a tangible asset that is later determined to be unfeasible as a result of the study, may be capitalized. The length of time between a study or evaluation and actual commencement of construction or acquisition of the asset is not determinative criterion.

B. Capital Equipment

- To qualify as capital equipment, the equipment must have a value of $5,000 or greater and a useful life of 1 year or more.

- Routine maintenance and repair services of a repetitive nature, provided for the purpose of sustaining capital equipment in serviceable condition are not capital projects.

Debt Policy

Wakulla County has adopted a separate, stand-alone Debt Service Policy (AR 3.02). The objective of Wakulla County's Debt Policy is to 1) provide guidance to County Staff in managing and reporting the County's debt, 2) to enhance the quality decision making process by imposing order and consistency into the debt issuance process, and 3) to maintain the County's ability to incur present and future debt at the most advantageous circumstances to the County and its citizens, for the purposes of financing or refinancing approved elements of its capital improvements plan.

Wakulla County

Board of County Commissioners

FINANCIAL POLICIES

In an effort to increase the level of financial and budgetary accountability in Wakulla County, it is recommended that the Board of County Commissioners adopt the following policies:

Objective of Financial Policies

The objectives of the Wakulla County's financial policies are listed below:

- Provide clear direction to County staff in managing the County's finances, developing and adopting a budget, and ensuring the efficient and effective delivery of services.
- Provide careful fiscal planning and health long term financial management of all County resources and activities.
- Comply with all statutory requirements of the State of Florida, County ordinances, and the standards set by the State of Florida, Generally Accepted Accounting Principles (G.A.A.P.) and the Government Finance Officers Association for budget development and financial management.

General Policy:

1. The Operating Budget authorizing expenditure of County funds will be adopted annually by the Board at the Fund level. The Budget will be presented in a multi-year format to aid in long term planning.

2. The budgeted expenditures and reserves of each fund (including the reserve for contingencies, Reserve for fund balance, and all other purposes) will equal the sum of balances brought forward for the fiscal year and all revenues which reasonably can be expected to be received during the fiscal year. In plain language: the revenues and expenditures must be equal on a fund by fund basis in order to present a "balanced budget".

3. Fiscal Planning shall estimate 95% of all ad-valorem receipts reasonably anticipated from all sources. This will be the basis for budgeted revenues. F.S.129.01(2)(b)}

Budgeting Process-Summary of Statutory Requirements

Wakulla County has an important responsibility to its citizens to correctly account for public funds, to manage County finances wisely, and to plan for adequate funding of services desired by the public. Chapters 129 and 200 of the Florida Statutes establish legal procedures for Counties to follow when determining their individual budgets, as well as annual tax, or millage that ultimately results from those budgets. The County incorporates these statutory provisions (as

well as those General Accepted Accounting Principles specific to state and local governments) into all financial policies set forth by the County.

Chapter 129 of the Florida Statutes, titled "County Annual Budget" requires all Counties establish "an annual budget for such funds as may be required by law or by sound financial practice and generally accepted accounting principles. The budget shall control the levy of taxes and the expenditure of money for all county purposes during the ensuing fiscal year." Wakulla County naturally observes this requirement, and, as a matter of policy and of law, also follows and incorporates other subsections of this chapter, including such key principles as:

1. Chapter 129.01(2)(b): "The budget shall be balanced…the total of the estimated receipts including the balance brought forward, shall equal the total of the appropriation and reserves."

2. Chapter 129.01(2)(b): The budget…"shall conform to the uniform classification of accounts prescribed by the appropriate state agency."

3. Chapter 129.01(2)(c)(1): "A reserve for contingencies may be provided in a sum not to exceed 10 percent of the total budget." The reserve creates a pool for unallocated funds that may be needed for expenses not foreseen or contemplated when the original budget was created, such as storm emergencies.

4. Chapter 129.01(2)(b)(2): "A reserve for cash balance to be carried over may be provided for the purpose of paying expenses from October 1st of the ensuing fiscal year until the time when the revenues for that year are expected to be available." A cash balance reserve essentially pays expenses for a County until revenues from ad valorem (property) taxes are levied and collected.

5. Using specific procedural guidelines, as established by Chapter 129.06(2), the County Commissioners may amend the current year budget:

    a. For unanticipated revenue related to a particular fund
    b. For appropriations of expenditures within a particular fund
    c. For appropriations from the reserves of a particular fund
    d. For transfers between funds

Chapter 200, titled, "Determination of Millage" defines how Florida counties must proceed with respect to raising operating monies though taxation of real, personal and tangible property both before and after the final budget is established. The responsibilities of the Property Appraiser, the Tax Collector, and the Board of County Commissioners with respect to this duty are detailed here. In addition, this chapter places special emphasis upon the legal requirement that the proposed millage rates be advertised to the general public well in advance of their finalization, in order to allow the public ample opportunity to respond to them through public hearings. It is the policy of Wakulla County to follow these procedures in order to comply with Florida Law.

Budget Modification

Budget modifications shall follow the rules set forth in Florida Statute 129.06.

Wakulla County has two (2) methods of budget modification. The annual budget can either be modified by resolution or budget amendment.

The purpose of this process is to adjust fund amounts to reflect the level of revenues reasonably anticipated to be received and to balance expenditures to these revenues according to state law and sound financial practices.

A supplemental budget hearing and a budget resolution shall be required for the Board to recognize an unanticipated excess amount of anticipated revenue.

A budget resolution approved by the Board shall be required for revenue from an unanticipated source. A resolution is also required when transferring revenues between funds. In general, a budget resolution with Board approval is required anytime the overall budget fund increases.

Wakulla County has two (2) levels of budget amendments.

1. Any transfer across department/division lines, from reserves, or increase of staffing levels must have Board approval. This also includes any transfer of positions from one department to another.

2. The Budget Officer or his / her designee must approve any transfers affecting personnel costs, capital projects / equipment, and / or all other forms of budget changes (changes to line items) within the same department / division.

All amendments/transfers of funds will first be reviewed and approved by the division or department director of the requesting department, followed by a review for subsequent denial/approval by the Board of County Commissioners and /or the County Administrator, as set forth in the following:

   a. Provide that the County Administrator may authorize intrafund transfers up to $10,000.
   b. Provide that intrafund transfers greater than $10,000 and all interfund transfers may be approved by a majority vote of the Board of County Commissioners.

All requests for use of reserves for contingency must be approved by a majority vote of the Board of County Commissioners.

An annual mid-year budget adjustment process will be established to insure that all fund budgets are in-line with Board direction.

All requests for budget modifications must be submitted on a form entitled “Budget Amendment” and signed by the Department Head. They are then sent to the Office of Management and Budget (OMB) for review and approval. If required, they are sent onto the next level for further approval.

Budget Procedure Policy

Budget formulation, adoption, and execution involve year-round interaction of many people at various levels within the County. The purpose of this process is to identify service needs, develop strategies for meeting these needs and development of detailed revenue and expenditure plans to carry out the strategic plans. The budget process incorporates the following procedures and activities.

- The development of the budget preparation manual and the design and printing of budget forms.

- An annual meeting with the Office of Management and Budget (OMB) staff, County Administrator, department heads, and the Board of County Commissioners to set goals and priorities for the coming fiscal year.

- Distribution of budget packages to all operating units at a kickoff meeting with the County Administrator. This meeting will serve as a forum to answer questions on budget procedures and to inform department heads of budget policies and priorities for the coming budget year.

- OMB reviews and tabulates all operating budgets, capital improvement projects, and revenue projections. Each submission is analyzed for accuracy, content, and compliance with the previously determined priorities and policies.

- OMB meets with each department to review their budgets in detail and make adjustments if needed. These meetings give each department head the opportunity to discuss and defend the amounts requested in their individual department budget submission.

- The County Administrator and OMB meet with each department to review and evaluate individual budgets. These hearings provide a forum for the explanation of revisions determined by OMB, and for any additional revisions by the County Administrator.

- Constitutional Officers submit their budgets to OMB by June 1 or as otherwise required by the Board and allowed by law.

- A tentative balanced budget is generated and distributed to the Board by July 15 of each year.

- The Board reviews the requests in a series of budget workshops throughout the year.

- Public hearings are held to adopt the proposed budget, millage rates, and Capital Improvement Program.

- October 1, implementation of the adopted budget and Capital Improvement Program.

A finalized budget is printed, bound, and distributed.

Operating Policies

1. The County will operate in a financially responsible manner and spend within its resources at all times.

2. The operating and capital budgets should be determined concurrently. Proper balance between current and long term requirements shall be maintained.

3. The County will maintain a budgetary control system to ensure adherence to the budget, which will be used to evaluate any department requests for increase funding within a particular year.

4. The County will continue to work with the Legislature to ensure that programs impacting County government are designed to provide appropriate resources to fund service requirements.

5. The use of technologies and practices that increase productivity and lower costs is strongly encouraged.

6. The County will adhere to its "Non-Profit Policy and Procedures" with respect to community agencies such as non-profit and Quasi-nonprofit organizations. This policy details the application process, supporting documentation (i.e tax returns, proof of non-profit status, auditor's reports if necessary, etc…) and deadline criteria each must meet in order to be considered for funding in a particular year. Upon successful and timely completion of all paperwork, the policy also outlines how funding levels will be determined for each class, as well as the agency's fiscal responsibilities upon any award it is granted.

Revenue Policy:

1. The use of ad valorem tax revenues will be limited to the General Fund, Debt Service Funds and municipal service taxing units.

2. The use of Gas taxes will be limited to the Road Department Fund (generally known as the Transportation Trust Fund) and transportation capital projects.

3. Tourist Development Tax proceeds will be appropriated in accordance with the level contained in the Tourist Development Tax Ordinance.

4. The use of revenues that have been pledged to bondholders will conform in every respect to the bond covenants that commit those revenues.

5. Fee revenues will be anticipated for purpose of budget preparation using fee schedules that have been adopted by the Board and historic collection rates.

6. Revenues that are reasonably to be unexpended and unencumbered at the end of the fiscal year are available to be budgeted as beginning fund balances in the budget of the following year. The amount budgeted should represent a conservative view of funds available to limit the impact of economic downturns.

7. Cash balances remaining in any fund at year-end will stay in that fund for subsequent years.

8. Fund balances utilized as a revenue source must be reviewed against the actual fund balance for the fund as estimated by the Clerk of Court's Finance office after year-end closing. Any shortfall in actual fund balance must be adjusted for by intradepartmental transfer or Board budget amendment.

Financial Reserves Policy:

1. Provide that all requests for use of reserves for contingency must be approved by a majority vote of the Board of County Commissioners.

2. It shall be the objective of the Board of County Commissioners to maintain a Contingency Reserve of thirty to sixty days of operating expenditures and Emergency/Disaster Relief Reserve of thirty days of operating expenditures in the General Fund.

3. Debt Service Fund reserves will be maintained as required by bond covenants or other debt obligations.

4. Capital Funds should maintain reserves if allowed by type of fund. Many Capital Funds have time limitations and those funds will be expended as available and allowable.

5. Enterprise Funds shall maintain reserves of thirty to ninety days of operating expenditures, plus fifty percent of one year's senior lien debt service interest.

Compensated Absences shall be fully funded in all appropriate programs, where practical and available.

Transfer Policy:

1. Transfers among expenditure and revenue accounts may be made during the fiscal year within a fund and within a department. The County Administrator or designee must approve transfer requests moving funds to or from personal services expense accounts. No transfers may be made if the result of such transfer will be to change the adopted total budget of a fund.

2. Changes in the adopted total budget of a fund shall be made only with Board approval of a budget amendment and resolution.

Capital Improvement Policy:

1. The Capital Improvement Program (CIP) Budget showing estimated annualized costs of a capital projects will be updated on an annual basis. All amendments during the year must be approved by the Board.

2. On and annual basis, the County shall prepare and adopt a five-year Capital Improvement Plan (CIP) consistent with the requirement of the Comprehensive Plan. The annual budget will include sufficient appropriations to fund capital projects identified in the first year of the CIP.

3. Capital Projects identified in the five-year CIP will be given priority for funding. The five-year plan for waste and wastewater CIP projects will be based on projects included in the adopted master plans.

4. A capital project may not be added or deleted without approval of the Board.

5. An adopted capital project may not be amended or changed more than necessary to fulfill the original intent of the project. No funds may be added or deleted which change the outcome of the project without Board approval.

6. Capital Projects shall not be used to determine or establish land use or permissible development. Capital projects are the implementer of the Comprehensive Plan, not the reverse.

7. All Comprehensive Plan capital projects shall be added, deleted or amended in compliance with Plan amendment procedures.

8. All capital projects shall compute and display the impact upon the operating budget at the time the project is being proposed for Board approval.

9. The use of impact fees shall always be related to "growth" and not be used to correct existing deficiencies.

10. The respective departments, during the budget process, will identify annual operating expenses associated with capital projects.

11. The following guidelines must be met in order to qualify as a Capital Project:

    New Construction / Renovations

    a. Over $25,000 and 5 year life expectancy

    b. Newly acquired or constructed assets must exceed minimum capitalization threshold requirements as determined by fixed asset guidelines.

    c. Improvements to or expansions of existing assets must increase its appraised value or add to its life expectancy.

    d. Routine maintenance and repair services of a repetitive nature, provided for the purpose of sustaining capital assets in serviceable condition, such as painting or lawn mowing, are not capital projects.

    e. Studies and evaluations entered into for the purpose of providing a tangible asset that is later determined to be unfeasible as a result of the study, may be capitalized. The length of time between a study or evaluation and actual commencement of construction or acquisition of the asset is not determinative criterion.

Debt Policy:

The objective of Wakulla County's Debt Policy is to maintain the County's ability to incur present and future debt at the most advantageous circumstances to the County and its citizens, for purposes of financing or refinancing approved elements of its capital improvements program.

f. The County may issue bonds only for capital improvement and general obligations. Long-term debt will not be used to fund operating activities.

g. Every effort may be made to limit the amount general obligation debt. All general obligation debt will be used for public purposes.

h. General obligation debt may not be used for enterprise activities. All such bonds will be supported by revenue from operations.

i. Where possible the County may use special assessment, revenue or other self supporting bonds and avoid the use of general obligation debt.

j. The County may maintain a bond retirement reserve, which is the equivalent to the amount of debt service due on tax supported general obligation bonds in the next fiscal year.

k. The County may issue notes for bond anticipation purposes only

Several guiding principles which are incorporated into the County's Debt Policy are as follows:

1. **Asset Life:** The County will consider long-term financing for the acquisition, replacement, or expansion of physical assets (including land) only if they have a useful life of at least five years. Debt will be used only to finance capital projects and equipment, except in case of emergency. County debt will generally not be issued for periods exceeding the useful life or average useful lives of the project or projects to be financed.

2. **Capital Financing:** The County normally will rely on specifically generated funds and/or grants and contributions from other governments to finance its capital needs on a pay-as-you-go basis. To achieve this it may become necessary to secure short term (not exceeding 5 years amortization) construction funding. Such financing is anticipated and allows maximum flexibility in CIP implementation. Debt of longer amortization periods (long-term debt) will be issued for capital projects when it is an appropriate means to achieve a fair allocation of costs between current and future beneficiaries. Debt shall not, in general, be used for projects solely because insufficient funds are budgeted at the time of acquisition or construction.

3. **Debt Guarantees:** The County may consider, on case-by-case basis, the use of its debt capacity for legally allowed capital projects by public development authorities or other special purpose units of government.

4. **Credit Ratings:** Wakulla County seeks to maintain the highest possible credit ratings for all categories of short and long-term debt that can be achieved without compromising delivery of basic County services and achievement of adopted county policy objectives.

5. **Financial Disclosure:** The County is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional and individual investors, agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial and other relevant information. The County is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.

6. **Capital Planning:** To enhance creditworthiness and prudent financial management, Wakulla County is committed to systematic capital planning, intergovernmental cooperation and long-term

financial planning. Evidence of this commitment to systematic capital planning is demonstrated through adoption and periodic adjustment of a Comprehensive Plan pursuant to Chapter 163, Florida Statutes, the Florida Growth Management Act and Rule 9 J 5, and the adoption of the five year Capital Improvement Plan (CIP).

7. **Debt Limits:** The County will keep outstanding debt within the limits prescribed by State statue and/or County Charter, if applicable, and at levels consistent with its creditworthiness, best practices, needs and affordability objectives.

8. **Debt Structure:** Debt will be structured to achieve the lowest possible net cost to the County given market conditions, the urgency of the capital project, and the nature and type of security provided. Moreover, to the extent possible, the County will design the repayment of its overall debt so as to recapture rapidly its credit capacity for future use. The County shall strive to repay at least 20 percent of the principal amount of its general obligation debt within five years and at least 40 percent within ten years.

9. **Length of Debt:** Debt will be structured for the shortest amortization period consistent with a fair allocation of costs to current and future beneficiaries or users.

10. **Back loading:** The County will normally seek to structure debt with level principal and interest costs over the life of the debt. "Backloading" of costs will be considered when natural disasters or extraordinary or unanticipated external factors make the short-term cost of the debt prohibitive, when the benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present when such structuring is beneficial to the County's overall amortization schedule, or when such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.

11. **Refunding:** The County's staff and advisors will undertake periodic reviews of all outstanding debt to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to modernize covenants essential to operations and management. In general, advance refundings for economic saving will be undertaken when a net present value savings of at least five percent of the refunded debt can be achieved. Current refunding that produce a net present value saving of less than five percent will be considered on a case-by-case basis. Refunding with negative savings will not be considered unless there is a compelling public policy or legal objective.

12. **Credit Enhancements:** Credit enhancement, such as letters of credit and bond insurance, may be used, but only when net debt service on the bond is reduced by more than the costs of the enhancement.

13. **Variable Rate Debt:** The County may choose to issue securities that pay a rate of interest that varies according to pre-determined formula or results from a periodic remarketing of the securities, consistent with state law and covenants of pre-existing bonds, and depending on market conditions. The County will limit its outstanding bonds in variable rate form to reasonable levels in relation to total debt.

14. **Subordinate Debt:** The County may issue subordinate debt only if it is financially beneficial to the County or consistent with creditworthiness objectives.

15. **Short Term Notes:** Use of short-term borrowing, such as bond anticipation notes and tax-exempt commercial paper, will be undertaken only if the transaction costs plus interest on the debt are less than the cost of internal financing, or available cash is insufficient to meet working capital requirements.

16. **State Revolving Fund Program:** This program provides funds for projects involving water supply and distribution facilities, storm water control and treatment projects, air and water pollution control, and solid waste disposal facilities. Whenever possible, this program will be utilized since the costs associated with issuing the notes are low and local agencies benefit from the strength of the state's credit.

Carry Forward Policy

The Carry Forward Program provides budget incentives to managers to improve financial management effectiveness and accountability. The program allows managers to carry forward into the ensuing fiscal year a portion of, or all, of the unexpended end-of-year funds for identifiable projects which will result in increased productivity, cost savings and/or increased efficiency. Those projects which receive the County Administrator's approval will be presented to the Board of County Commissioners prior to November 30 of each year.

A. Eligibility Requirements

1. The department manager must submit the program proposal to the Office of Management & Budget (OMB) no later than the deadline established by OMB. The proposal must include financial savings estimated based on the most recent financial data available.
2. The department manager must clearly indicate in the Carry Forward Program how the County will realize an increase in productivity, save money or increase efficiency by approving the proposal.
3. Any request that was denied during the budget review process will be forwarded directly to the County Administrator for special review. The County Administrator will provide further direction to OMB.

Note: Those projects which were funded by the Board in the current fiscal year, and which were not completed, are not affected by this program. In such case, the manager must submit a "Carry Forward Request Form" to the Office of Management & Budget requesting that these funds be added to the budget of the ensuing fiscal year for the sole purpose of completing the projects for which the funds were appropriated in the previous fiscal year. The program must state on the "Carry Forward Request Form" why the project was not completed within the current fiscal year and the anticipated completion date.

B. Office of Management and Budget (OMB) Responsibilities

The Office of Management & Budget shall review all proposals from department managers.

The Office of Management & Budget will be responsible for the program activities listed below:

1. Verify the total amount of funds eligible to be carried forward into the ensuing fiscal year with the Finance Department.
2. Review an analysis of the proposed project to determine if it will increase productivity, save tax dollars and/or increase efficiency.

3. Make a recommendation of approval or denial to the County Administrator.
4. Notify the program manager in writing of whether the project was accepted or denied within two (2) working days of the County Administrator's final decision.

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 8, 2015
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Somer Strickland, Planning & Community Development Director James F. Moseley, Government Services Group/SHIP Administrator
Subject:	Request Board Approval and Ratification of SHIP Certification for Submittal of the Annual Report for FY 2013-2014

Statement of Issue:
This agenda item requests Board approval and ratification of SHIP Certification for Submittal of the Annual Report for FY 2013-2014.

Background:
The State Housing Initiatives Partnership program (SHIP), provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, matching dollars for federal housing grants and programs, and homeownership counseling.

Analysis:
SHIP annual reports are required by the State Legislature to be submitted each year by September 15th normally for the fiscal years noted. This is a somewhat unusual year in that this will be the second of two close out reports this year and was due by October 31st. This is the close out report for FY 2013-2014 as this was the FY that the legislature only gave communities two years to expend the funding instead of the normal three years. This report was submitted electronically on October 8, 2015 through the FHFC system as required and this certification is required as part of that annual report.

Budgetary Impact:
None

Options:

1. Approve and ratify the SHIP Certification for the Annual Report for FY 2013-2014.
2. Do Not Approve and ratify the SHIP Certification for the Annual Report for FY 2013-2014.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. SHIP FY 2013-2014 Annual Report
2. SHIP Certification

ATTACHMENT 1 PAGE 1 OF 11

Form SHIP AR/2009
67-37.008(3)(f), F.A.C.
Effective Date: 11/2009

Title: SHIP Annual Report

Report Status: Submitted

Wakulla County FY 2013/2014

Form 1

Form SHIP AR/2009
67-37.008(3)(f), F.A.C.
Effective Date: 11/2009

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance	$32,100.00	2				
4	Demolition/Reconstruction	$305,895.21	3				
6	Emergency Repair	$5,509.97	1				
	Homeownership Totals:	**$343,505.18**	**6**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Rental Totals:						
	Subtotals:	**$343,505.18**	**6**				

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	$10,500.00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals:	**$354,005.18**	**6**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$350,000.00
Program Income (Interest)	$1.00
Program Income (Payments)	$11,120.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	$10,354.52
Total:	**$371,475.52**

*** Carry Forward to Next Year: $17,470.34**

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

Form 2

Form SHIP AR/2009
67-37.008(3)(f), F.A.C.
Effective Date: 11/2009

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed

√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$343,505.18	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	$343,505.18	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$343,505.18	$350,000.00	98.14%	65%
Construction / Rehabilitation	$311,405.18	$350,000.00	88.97%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				$.00	.00%
Very Low	$113,149.23			$113,149.23	30.46%
Low	$214,305.95			$214,305.95	57.69%
Moderate	$16,050.00			$16,050.00	4.32%
Totals:	$343,505.18	$.00	$.00	$343,505.18	92.47%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					$.00	0
Very Low	$113,149.23	3			$113,149.23	3
Low	$214,305.95	2			$214,305.95	2
Moderate	$16,050.00	1			$16,050.00	1
Totals:	$343,505.18	6	$.00	0	$343,505.18	6

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Purchase Assistance	Wakulla County		1		1	2
Demolition/Reconstruction	Wakulla County		1	2		3
Emergency Repair	Wakulla County		1			1
	Totals:		**3**	**2**	**1**	**6**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance	Wakulla County	1		1		2
Demolition/Reconstruction	Wakulla County			2	1	3
Emergency Repair	Wakulla County			1		1
	Totals:	**1**		**4**	**1**	**6**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Purchase Assistance	Wakulla County		2		2
Demolition/Reconstruction	Wakulla County		2	1	3
Emergency Repair	Wakulla County		1		1
	Totals:		**5**	**1**	**6**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Purchase Assistance	Wakulla County	2						2
Demolition/Reconstruction	Wakulla County	3						3
Emergency Repair	Wakulla County	1						1
	Totals:	**6**						**6**

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Dis-abled	Home-less	Elderly	Special Needs	Special Needs	Total
Purchase Assistance	Wakulla County							0
Demolition/Reconstruction	Wakulla County					1	1	2

Emergency Repair	Wakulla County							0
	Totals:					**1**	**1**	**2**

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

Description	Special Target Group	Expended Funds	Total # of Expended Units

Form 4

Status of Incentive Strategies

Incentive Strategy:

Name of the Strategy: Expedited Permitting for Affordable Housing Permits as defined in s. 163.3164(7) and (8) for affordable housing Projects are expedited to greater degree than other projects. a. Established policy and procedures:
b. Permits as defined in S.163.3164 (7) and (8) for affordable housing projects are expedited to a greater degree than other projects. Wakulla County's permitting process shall remain as it exists. However, if affordable housing projects begin to experience delays beyond the normal permitting
time frame and not related to developers' changes, or is more than four weeks on any phase of the permitting process, then such affordable housing projects will be processed ahead of other projects to be considered. For the purpose of expedited permit process, affordable housing projects will be identified as those projects assisted with state or federal
funds.

Adopting Ordinance or Resolution Number or identify local policy:

Name of the Strategy: Expedited Permitting for Affordable Housing Permits as defined in s. 163.3164(7) and (8) for affordable housing Projects are expedited to greater degree than other projects.
a. Established policy and procedures:
b. Permits as defined in S.163.3164 (7) and (8) for affordable housing projects are expedited to a greater degree than other projects. Wakulla County's permitting process shall remain as it exists.
However, if affordable housing projects begin to experience delays beyond the normal permitting
time frame and not related to developers' changes, or is more than four weeks on any phase of the permitting process, then such affordable housing projects will be processed ahead of other projects to be considered. For the purpose of expedited permit process, affordable housing projects will be identified as those projects assisted with state or federal
funds.

Implementation Schedule (Date):

Ongoing.

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

Yes

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

The strategy is functioning as intended and all time frames are being met.

Support Services

Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post) Credit Counseling and Tenant Counseling Transportation Human and Social services (including housing-related support services) by non-profit agencies Low Income Housing Energy Assistance Program provided by the Community Action Agency Weatherization Assistance Program provided by the Community Action Agency

Other Accomplishments

None

Availability for Public Inspection and Comments

The LHAP and Annual Report is available for inspection by the public at anytime between 8-5PM at the Administration office. Also, citizens can provide written input at anytime and they are considered upon receipt.

Homeownership Default & Foreclosure

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

SHIP Program Foreclosure Percentage Rate Life to Date: **0**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0**

Welfare to Work Programs

N/A

Strategies and Production Costs

Strategy	Average Cost
Purchase Assistance	$16,050.00
Demolition/Reconstruction	$101,965.07
Emergency Repair	$5,509.97

Expended Funds

Total Unit Count: **6** Total Expended Amount: **$343,505.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Purchase Assistance	Susan Hauversburk	85 San Marcos Dr.	Crawfordville	32327	$16,050.00	☐

Purchase Assistance	Amber Annand	93 Chickat Trail	Crawfordville	32327	$16,050.00	☐
Emergency Repair	Anne Vinson	12 Ridgeway Ct.	Crawfordville	32327	$5,509.97	☐
Demolition/Reconstruction	Leah Noel Godwin	209 Ace High Stables Rd.	Crawfordville	32327	$91,589.26	☐
Demolition/Reconstruction	Nancy Culp	7221 Smith Creek Rd.	Sopchoppy	32358	$101,296.19	☐
Demolition/Reconstruction	Melvin Harrell	29 Tower Rd.	Panacea	32346	$113,009.76	☐

Administrative Expenditures

$10,500 - Government Services Group, Inc.

Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility	Amount
Government Services Group, Inc.	Consultant	Administration	All administrative functions	$10,500.00

Program Income

Program Income Funds	
Loan Repayment:	$11,120.00
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$1.00
Other ():	
Total:	**$11,121.00**

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code

Wakulla County 2013 Closeout

Single Family Area Purchase Price

The average area purchase price of single family units: 108,750.00

Or

Not Applicable

SHIP Amount	SHIP Units	Compliance Monitored By	Additional Notes

Form SHIP AR/2009
67-37.008(3)(f), F.A.C.
Effective Date: 11/2009

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
2	Purchase Assistance				
4	Demolition/Reconstruction	$305,895.21	3		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(4) Demolition/Reconstruction	Receiving Veterans Disability Benefits	$101,296.19	1		
(4) Demolition/Reconstruction	Receiving Supplemental Security Income	$91,589.26	1		
(4) Demolition/Reconstruction	Developmental Disabilities	$113,009.76	1		

LG Submitted Comments:

ATTACHMENT 2
PAGE 1 OF 1

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Wakulla County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2013/2014 and interim years N/A.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
   a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
   b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.00.

Staff Member responsible for submitting annual report to FHFC: David Edwards

Witness Signature Date	Chief Elected Official or Designee Signature Date
Witness Printed Name	Ralph Thomas, Chair Chief Elected Official or Designee Printed Name
Witness Signature Date	
Witness Printed Name	

or

ATTEST (Seal)

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 16, 2015
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Somer Strickland, Planning & Community Development Director Jay Moseley, Government Services Group/ SHIP Administrator
Subject:	Request Board Approval to Award SHIP Housing Rehabilitation ITB #2015-08 to the Lowest Responsive Bidder(s)

Statement of Issue:
This agenda item requests Board approval to award SHIP Housing Rehabilitation ITB #2015-08 to the lowest responsive bidder(s).

Background:
The State Housing Initiatives Partnership program (SHIP) provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families.

SHIP funds are distributed on an entitlement basis to all 67 counties and 53 Community Development Block Grant entitlement cities in Florida. The minimum allocation is $350,000 and the maximum allocation is over $8.8 million. In order to participate, local governments must establish a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and ensure that rent or mortgage payments within the targeted areas do not exceed 30 percent of the area median income limits, unless authorized by the mortgage lender.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling. A minimum of 65 percent of the funds must be spent on eligible homeownership activities; a minimum of 75 percent of funds must be spent on eligible construction activities; at least 30 percent of the funds must be reserved for very-low income

households (up to 50 percent of the area median income or AMI); an additional 30 percent may be reserved for low income households (up to 80 percent of AMI); and the remaining funds may be reserved for moderate-income households (up to 120 percent of AMI). Funding for this program was established by the passage of the 1992 William E. Sadowski Affordable Housing Act. Funds are allocated to local governments each month on a population-based formula. These funds are derived from the collection of documentary stamp tax revenues, which are deposited into the Local Government Housing Trust Fund. Total actual disbursements are dependent upon these documentary stamp collections.

Analysis:

On September 10, 2015, the State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Program ITB# 2015-08 was published in the Wakulla News to rehabilitate the properties of eligible owner-occupied homeowners under the SHIP program. The applicable strategies under the County's Local Housing Assistance Plan allows for the rehabilitation or demolition of owner-occupied properties. If a property is deemed at least 51% structurally unsound, the demolition strategy is applied. Under the current LHAP, eligible homeowners may be awarded up to $35,000 to assist with the rehabilitation of their property under the Owner-occupied Rehabilitation strategy and up to $75,000 under the Demolition strategy. Beneficiaries of program funding must execute a note and mortgage which is recorded with the Clerk of Courts in Wakulla County. We also have the strategy of Emergency Repairs for one of the houses. This house may be awarded up to $5,000.

Bids were due by 11:00AM on September 30, 2015. The chart below reflects the recommended bid awards based upon the Bid Tabulation Sheet (Attachment 1):

APPLICATION NUMBER	NAME	ADDRESS	RECOMMENDED CONTRACTOR
N/A (Emergency Repair) **	Tyrone Kilpatrick	6 Inez Ln. Crawfordville	Jerry Walters Construction, Inc.
2013-8 (Demolition/Replace)	Mariena Smith	184 Luke Smith Rd. Crawfordville	Jerry Walters Construction, Inc.
2014-1 (Demolition/Replace)	James Arnett	1690 Sopchoppy Hwy. Sopchoppy	Jerry Walters Construction, Inc.
2014-3 (Demolition/Replace)	Loretta Guess	16 J. K. Moore Rd. Crawfordville	Jerry Walters Construction, Inc.
2014-4 (Demolition/Replace)*^	Crystal Ruggless	40 Summer Brooke Ln. Crawfordville	J. G. Parker Enterprises, Inc.
2014-5 (Rehab) **	Jerome Cox	37 Finner Drive Crawfordville	Certified Roofing and Const. Inc.

** Emergency Repair limited to $5,000 – Scope of work to be reduced to reach this amount.
** Rehab limited to $35,000 – Scope of work to be reduced to reach this amount.
*^ Demolition/Replace strategy is limited to $75,000 – Due to the necessity of building a four bedroom house because of family size, recommend exceeding the $75,000 limit for this house.

Budgetary Impact:
Funds for the awarded projects will be funded from the County's Local Housing Trust Fund which is designated for receipt of SHIP funding.

Options:
1. Approve to award contractor bids to the recommended contractors under SHIP Housing Rehabilitation ITB #2015-08 in accordance with the bid tabulation sheet.
2. Do not approve to award contractor bids to the recommended contractors under SHIP Housing Rehabilitation ITB #2015-08 in accordance with the bid tabulation sheet.
3. Board Direction.

Recommendation:
Option #1

Attachments:
1. Bid Tabulation Sheet

WAKULLA COUNTY SHIP BID TABULATION

Contractor	Tyrone Kilpatrick	Crystal Ruggless	Jerome Cox	Mariena Smith	Loretta Guess	James Arnett
H and H Construction and Restoration	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Certified Roofing and Construction, Inc.	$9,060	$91,213	$36,800 **	$69,942	$68,422	$67,642
Jerry Walters Construction, Inc.	$6,800 **	$79,698	$50,100	$62,748 *	$62,748 *	$62,748 *
J. G. Parker Enterprises. Inc.	$7,200	$79,488 *Δ	$48,000	$62,888	$63,888	$62,888
Haggai Construction, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
C. B. Construction, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Recommended Contractor	Walters	Parker	Certified	Walters	Walters	Walters

Bid Opening:

Wednesday September 30, 2015

Openend By: Katie Taff
Signature

Print Name: Katie Taff

Witnessed by: James F. Moseley
Signature

Print Name

** - Kilpatrick Max Amount is $5,000, Cox Max Amount is $35,000

*Δ - Need Motion to Exceed $75,000 - 4 Bedroom House due to family size

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 14, 2015
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Heather J. Encinosa, County Attorney
Subject:	Request Board Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Providing Procedures for the Disposition of Real Property

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Statement of Issue:
This agenda item requests Board approval to schedule and advertise a public hearing to consider an Ordinance providing procedures for the disposition of real property (Attachment #1).

Background:
Section 125.35, Florida Statutes, provides set bidding and notice requirements for the sale or lease of county real and personal property, but authorizes the County to prescribe alternative disposition standards so long as those standards (i) contain competition and qualification requirements, (ii) provide for reasonable public notice; (iii) identify the form and manner by which interested persons may acquire county property; (iv) provide for the types of selection procedures applicable to disposition of county property, (v) specify the manner in which interested persons will be informed of the intended action; and (vi) otherwise adhere to the County's comprehensive plan and zoning ordinances.

Analysis:
The proposed ordinance adds a new article to Chapter 2 of the Wakulla County Code of Ordinances to outline both the statutory and local disposition procedures for the sale and lease of county real property, including the following:

(1) Statutory competitive bidding per section 125.35, F.S.
(2) Private Sale per section 125.35, F.S.
(3) Property swaps per section 125.37, F.S.
(4) Transfers to government and non-profits per section 125.38, F.S
(5) Affordable housing per section 125.379, F.S.
(6) Local Alternative Disposition Procedures: Alternative Base Bid, Negotiated Sale or Auction, Requests for Proposals

Budgetary Impact:
Upon approval from the Board, the County will incur a fee of approximately $100 to advertise the public hearing in the Wakulla News.

Options:
1. Approve to schedule and advertise a public hearing to consider an Ordinance providing procedures for the disposition of real property.
2. Do not approve to schedule and advertise a public hearing to consider an Ordinance providing procedures for the disposition of real property.
3. Board Direction.

Recommendation:
Option #1

Attachment(s):
1. Draft Ordinance

ORDINANCE NO. 2015-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, OUTLINING PROCEDURES FOR THE DISPOSITION OF COUNTY REAL PROPERTY; PROVIDING FOR INCLUSION INTO THE WAKULLA COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wakulla County Board of County Commissioners ("Board") is the legislative and governing body of Wakulla County, a charter county and political subdivision of the State of Florida authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, Section 125.35, Florida Statutes, authorizes Wakulla County to sell and convey any real or personal property and to lease real property whenever the Board determines that it is in the best interests of the County to do so; and

WHEREAS, Section 125.35, Florida Statutes, provides set bidding and notice requirements for the sale or lease of county real and personal property, but authorizes the County to prescribe alternative disposition standards so long as those standards (i) contain competition and qualification requirements, (ii) provide for reasonable public notice; (iii) identify the form and manner by which interested persons may acquire county property; (iv) provide for the types of selection procedures applicable to disposition of county property, (v) specify the manner in which interested persons will be informed of the intended action; and (vi) otherwise adhere to the County's comprehensive plan and zoning ordinances; and

WHEREAS, the Board finds that flexible local disposition procedures are preferable to relying exclusively on the state statutory bid process in all circumstances; and

WHEREAS, the Board hereby finds that it is in the best interests of the citizens of the County for Wakulla County to enact a ordinance for the disposition of real property in accordance with section 125.35, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS. The above recitals are true and correct and hereby incorporated herein by reference.

SECTION 2. REAL PROPERTY DISPOSITION. Sections 2.300 through 2.305 of the Wakulla County Code are hereby created as a new Article IX in Chapter 2 of the Wakulla County Code to provide procedures for the disposition of County owned real property, as follows:

Sec. 2.300. Purpose. This article is adopted for the purpose of setting forth the methods of disposition of surplus county real property. The county administrator or designee shall have the option of utilizing the statutory methods of disposal, this article, or any combination thereof.

Sec. 2.301. Authority, Purpose, and Standards.

(A) This section is enacted under authority of section 125.35, Florida Statutes, for the sale, leasing and donation of real property by the county when it is determined by the Board of County Commissioners (the "Board") to be in the best interest of the County.

(B) Any of the procedures specified in this article may be used and applied, where applicable, by the Board for the competitive or non-competitive sale or lease of any real property.

(C) At a minimum persons or legal entities seeking to purchase or lease available county real property must be financially responsible and currently active, registered and in good

standing with the Florida Department of State. Other standards for competition and qualification for the sale or lease of county real property are set forth in sections ___ through ___ below.

Sec. 2.302. Declaration of Surplus Property.

(A) Any real property owned by the County may be declared as surplus upon:

(1) Presentation of a staff request to the Board of County Commissioners by the county administrator or designee. The county administrator or designee shall review all real property held by the county as frequently as is needed to determine whether such property is unusable or no longer needed for county purposes or usable for affordable housing.

(2) Presentation of an interested party's request to the Board of County Commissioners by the county administrator or designee. The county administrator or designee shall include a staff recommendation with the interested party's request.

(3) The board of county commissioners' own motion.

(B) When the Board of County Commissioners finds that any real property owned by the County is unusable or not needed for County purposes or usable for affordable housing, the Board may declare the real property to be surplus property. Once the property is declared surplus, the property may be sold, dedicated, donated, leased or otherwise conveyed to interested parties in accordance with applicable Florida Statutes or pursuant to the terms of this article.

Sec. 2.303. Methods of Disposal. Once the real property has been declared surplus, the county administrator or designee shall recommend to the Board of County Commissioners a particular method of disposal as set forth in this section.

(A) **Statutory Competitive bidding.** In accordance with Section 125.35(1), Florida Statutes, the County may sell, convey or lease any real property, whenever the Board of County Commissioners determines that it is in the best interest of the County to do so, to the highest and best bidder for the particular use of the property the board determines is the highest and best pursuant to the statutory procedures provided in section 125.35(1), Florida Statutes. Notice shall be published once a week for at least two weeks in a newspaper of general circulation, calling for bids on the property.

(B) **Private Sale.** In accordance with Section 125.35(2), Florida Statutes, the County may negotiate a private sale with an adjacent property owner when the Board of County Commissioners finds that the property is of insufficient size and shape to be issued a permit for any type of development, or when the value of the property is $15,000.00 or less as determined by an independent appraisal or by the county property appraiser and of use only to the adjacent property owners. Notice of intended action shall be sent to the adjacent property owners by certified mail and no bids or public notice shall be required. However, if, within ten days, two or more adjacent property owners indicate an interest to purchase the property, then the county administrator or designee shall accept sealed bids for the parcel from those property owners and may convey the property to the highest bidder or reject all bids. If no response is received from the adjacent property owners, then a private sale may be completed.

(C) **Property Exchange.** In accordance with section 125.37, Florida Statutes, the County may exchange surplus real property for another parcel of real property, provided that the Board of County Commissioners has published a notice for at least two weeks in a newspaper of general circulation, before adoption of a resolution authorizing the exchange. The notice shall set forth the terms and conditions of the exchange of property.

(D) **Sale to Government or Non-Profit.** In accordance with section 125.38, Florida Statutes, upon a finding by the Board of County Commissioners that the property is required for use by another governmental entity or non-profit entity, the County may sell, transfer, lease or convey real property to that entity for such price, whether nominal or otherwise as the Board may fix. No advertisement is required. The fact of the application being made, the purpose for which such property is to be used, and the price or rent thereof shall be set out in a resolution duly adopted by the Board, setting forth the following:

(1) The facts of the application;

(2) The purpose for which the property is to be used;

(3) The rent and term of the lease or the purchase price and terms; and

(4) A provision to be incorporated into the lease or deed which states that in the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

(E) **Affordable Housing.** In accordance with section 125.379, Florida Statutes, the County may sell, transfer, lease, or convey surplus real property to another governmental entity, a non-profit entity, or a private entity or person to carry out the provisions of chapter 420, Florida Statutes, relating to affordable housing. The County may adopt requirements for such conveyances on a case-by-case basis and after recommendation by the affordable housing advisory committee, such as deed restrictions, percentage of affordable units for low-income, moderate-income and very low-income persons as defined in section 420.0004, Florida Statutes, and such other restrictions to insure that said property will be permanently preserved as affordable housing.

(F) **Alternative Disposition Procedures.** As authorized in Section 125.35(3), Florida Statutes, the County may dispose of surplus real property through alternative procedures outlined in this subsection (F):

(1) **Minimum Base Bid.** The County may sell, transfer, lease or convey real property through the minimum base bid procedures outlined in this subsection.

(a) A minimum base bid for the lease or sale of real property may be determined by:

(1) A written offer procured by a real estate broker; or

(2) An appraisal; or

(3) An unsolicited written offer made by a prospective lessee or purchaser.

(b) After determining the minimum base bid, the County may elect to advertise for bids on the property which is the subject matter of the written offer. The election to advertise for bids must be brought up as an agenda item at a duly noticed public meeting of the Board of County Commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease. The advertisement shall specify the minimum base bid and the specific terms and conditions, if any, to be bid upon. All bids shall be sealed and must contain a minimum of one percent or $150.00 whichever amount is greater, as an earnest money deposit.

(c) Upon receipt of the sealed bids, the property shall be sold or leased to the bidder submitting the highest, qualified, responsive and best bid. The offer of the prospective purchaser used to establish the minimum base bid, shall be deemed to constitute the bid of the lessee/purchaser unless a second sealed bid is submitted by the

prospective lessee/purchaser. The county commission reserves the right to reject any bid, including the minimum base bid, that is not reasonably close to the fair market value of the property at the time bids are opened.

(d) If no other bids are received or if no bid exceeds the minimum base bid, the offer used as the minimum base bid shall be accepted by the county only if such minimum base bid is reasonably close to the fair market value of the property. If other bids are received, and at least one such bid is reasonably close to the fair market value of the property, the sale or lease shall be made to the highest and best bidder.

(2) **Negotiated Sale.** The County may sell, transfer, lease or convey real property through the negotiated sale procedures outlined in this subsection through the use of a licensed real estate broker or through a public action house in the following manner:

(a) A licensed real estate broker or public auction house (including internet auction companies) shall be retained in accordance with county policy to market, lease, or auction the real property. Any contract for services shall, at a minimum, set forth the amount of compensation due for services, the length of notice/advertising time, the time for auction, if being auctioned, and such other information as deemed necessary by the county administrator or designee. The contract(s) shall be approved by the Board of County Commissioners.

(b) Any offer made to a licensed real estate broker for purchase of listed surplus property shall be brought to the Board of County Commissioners in the form of a purchase agreement. Notice of the Board's intent to consider the purchase agreement shall be provided by advertisement in a newspaper of general circulation in the County at least 10 days in advance. If the board approves the purchase

agreement, then the chair shall be authorized to sign all required closing documents, including the deed.

(c) For any real property dispositions made through public auction, the County shall establish a base reserve for the property.

(3) **Request for Proposals.** The County may sell, transfer, lease or convey real property through the request for proposals (RFP) process in the following manner:

(a) The election to use the RFP process must be brought up as an agenda item at a duly noticed public meeting of the Board of County Commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease.

(b) Upon approval by the Board, the county administrator or designee shall proceed to issue the RFP, evaluate the proposals, and submit a recommendation regarding such proposals to the Board of County Commissioners.

(c) If the sale or lease of the property was initiated in response to an unsolicited offer by a prospective purchaser then the offeror may submit another proposal. If no other proposal is received the original proposal shall be accepted, unless the original offer was deemed unacceptable and is rejected. The County reserves the right to reject any RFP in which the proposed sale or lease amount is not reasonably close to the fair market value of the property at the time RFP's are considered by the county commission.

Sec. 2.304. Negotiation Procedures.

(A) In determining the terms and conditions of the disposal of surplus property the County Administrator or designee shall take into consideration the following factors:

(1) The appraised value of the real property;

(2) The condition of the real property, and the extent to which the party seeking to acquire the property will have to expend funds to make the property usable, rezoning issues excluded, or, to bring the property into compliance with the County Code;

(3) The proposed use of the party seeking to acquire the property; and

(4) The proposed use of the property for affordable housing.

(B) In no event shall the disposition of surplus property violate the county comprehensive plan or the zoning regulations of the county.

Sec. 2.305. Exemptions. Notwithstanding anything in this Ordinance to the contrary, the County is expressly authorized to:

(A) Negotiate the lease of an airport or seaport facility;

(B) Modify or extend an existing lease of real property for an additional term not to exceed 25 years; or

(C) Lease a professional sports franchise facility financed by revenues received pursuant to sections 125.0104 or 212.20, Florida Statutes.

SECTION 3. INCLUSION INTO THE WAKULLA COUNTY CODE OF ORDINANCES. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Wakulla County Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered.

SECTION 4. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent

jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect as provided by law.

PASSED AND ADOPTED in Regular Session this _____ day of _____, 2015.

BOARD OF COUNTY COMMSSIONERS
OF WAKULLA COUNTY, FLORIDA

ATTEST:

_____ _____

BRENT THURMOND, CLERK RALPH THOMAS, CHAIRMAN

APPROVED AS TO FORM AND CONTENT

:

_____

HEATHER J. ENCINOSA

COUNTY ATTORNEY

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 16, 2015
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Somer Strickland, Director, Planning and Community Development Melissa Corbett, Senior Planner
Subject:	Request Board Approval of a Small Cities Community Development Block Grant (CDBG) Award for the Federal Fiscal Year (FFY) 2014 Grant Cycle and Approval of a Resolution and Budget Amendment

Statement of Issue:
This agenda item requests Board approval of a Small Cities Community Development Block Grant (CDBG) Award for the federal fiscal year (FFY) 2014 grant cycle and approval of a Resolution and Budget Amendment.

Background:
The Community Development Block Grant Program (CDBG) is a federal program that provides funding for housing and community development. In 1974, Congress created the program by passing the Housing and Community Development Act, Title I. The national objectives of the program are to:

1. Benefit low- and moderate-income persons
2. Prevent or eliminate slum or blight
3. Address urgent community development needs.

The program, administered and funded by the United States Department of Housing and Urban Development, consists of two components:

1. Entitlement - provides funds directly to urban areas
2. Small Cities - provides funds to the states for distribution to rural areas.

The Florida Department of Economic Opportunity (DEO) administers the Florida's Small Cities Community Development Block Grant Program. This is a competitive grant program that awards funds to rural areas. Each year since 1983, Florida has received between 18 and 35 million dollars.

Wakulla County is considered a non-entitlement area and is therefore eligible for CDBG funding only through the Florida DEO. Pursuant to Small Cities CDBG program requirements, Wakulla County is eligible for a $750,000 CDBG grant.

At the June 1, 2015 meeting, the BOCC authorized the preparation of an application to be submitted to DEO for a Small Cities CDBG grant under the Housing Rehabilitation category. On June 15, 2015 the Board held a second public hearing and approved the submittal of the grant application.

Analysis:
On September 30, 2015, Wakulla County received notification that it would be awarded the Small Cities CDBG grant for the Housing Rehabilitation category. The County's next steps are to provide the signed contract documents back to DEO to officially accept the award. This acceptance and return of all contract documents must occur within sixty days of the receipt of the award.

Upon approval, staff will issue an RFP to administer the CDBG grant.

Budgetary Impact:
If accepted, the Small Cities CDBG funds of $750,000 will be added to the budget. Only grant funds will be utilized to complete the housing rehabilitation projects and no existing County funds will be expended.

Options:
1. Approve the Small Cities CDBG award in the amount of $750,000 for the FFY 2014 grant cycle and approve the resolution and budget amendment.
2. Do not approve the Small Cities CDBG award in the amount of $750,000 for the FFY 2014 grant cycle and approve the resolution and budget amendment.
3. Board Direction

Recommendation:
Option #1

Attachments:
1. Notification of Award
2. CDBG Contract Documents
3. Resolution
4. Budget Amendment

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

September 30, 2015

The Honorable Ralph Thomas
Chairman, Wakulla County Board
of County Commissioners
Post Office Box 1263
Crawfordville, Florida 32327

RE: Small Cities Community Development Block Grant (CDBG) Program
Federal Fiscal Year (FFY) 2014 Funding

Dear Commissioner Thomas:

The Florida Department of Economic Opportunity has completed the review of your Florida Small Cities CDBG application for the FFY 2014 funding cycle. The final score for your application fell within the fundable range. Copies of the Small Cities CDBG contract and attachments are being e-mailed to the project contact person identified in your application. Please return two copies of the contract, each with original signature, as soon as possible.

The signed copies of the contract should be sent to Patrick Howard, Government Operations Consultant II, at the mailing address below. If you have any questions, please contact Mr. Howard at (850) 717-8418 or at Patrick.Howard@deo.myflorida.com.

Department of Economic Opportunity
Small Cities CDBG Program
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

The State Clearinghouse does not have to review Housing Rehabilitation subgrants, but the State Historic Preservation Office will review the information after the County has selected the homes that will be rehabilitated. One copy of the following application sections must be sent along with a list of the properties that will be rehabilitated:

- Part II: Application Profile and General Scoring Criteria;
- Part III: Sources and Uses of Non-CDBG Funds (Leverage), if applicable;
- Form H-1 from Part VI (Housing);
- Part IX: Appendix A: Maps; and
- Part IX: Appendix D: Historic Preservation Documents, if applicable.

The documents should be mailed to the following address:

State Historic Preservation Officer
Attn: Compliance Review
500 South Bronough Street
Tallahassee, Florida 32399-0250

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

The ***Implementation Training for FFY 2014 Grant Recipients*** is tentatively scheduled to be held in Ocala from January 12-14, 2016. The Department will reimbursement the travel expenses for one employee from the County to attend the training. Additional information regarding the training will be e-mailed to the project contact. I encourage you to send a County employee to the training even if the County is planning to hire a consultant to administer the subgrant activities. As the subgrant recipient, the County is responsible for ensuring compliance with all state and federal regulations, submitting reports on time, and completing project activities in accordance with Attachment E of the agreement – the Activity Work Plan.

Sincerely,

Roger J. Doherty, CLEP
Planning Manager, Small Cities CDBG Program

RJD/ph

cc: Mr. Luis Serna, Drector, Wakulla County Planning and Community Development
Mr. Jay Moseley, Government Services Group

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Contract Number: 16DB-OK-02-75-01-H 02 CFDA Number: 14.228
Chapter 73C-23, Florida Administrative Code (F.A.C.)
Effective: April 21, 2015

FEDERALLY-FUNDED
SUBGRANT AGREEMENT – FFY 2014 FUNDING CYCLE
Housing Rehabilitation

THIS AGREEMENT is entered into by the **State of Florida, Department of Economic Opportunity,** with headquarters in Tallahassee, Florida (hereinafter referred to as "DEO"), and **Wakulla County, Florida**, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. DEO has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. DEO has statutory authority to disburse the funds under this Agreement.

THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work

The Recipient shall perform the work in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment B of this Agreement; the **Project Narrative** from the Recipient's ***FFY 2014 Application for Funding***, Attachment C of this Agreement; and Parts 2, 6, and 9 of the Florida Small Cities Community Development Block Grant (CDBG) ***FFY 2014 Application for Funding*** submitted by the Recipient on **June 16, 2015.** Future modifications to this Subgrant Agreement that are agreed upon by both Parties shall be included in the **Scope of Work.**

(2) Incorporation of Laws, Rules, Regulations and Policies

The Recipient and DEO shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachments E and F.

(3) Period of Agreement

This Agreement shall begin upon execution by both Parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of **Paragraph (13) Termination**, of this Agreement. Any extension to this Agreement will not be granted unless the Recipient is able to provide substantial justification and the DEO Community Development Division Director approves such extension.

(4) Modification of Agreement

Either Party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, in compliance with rule 73C-23.0051(4), F.A.C. (which is incorporated herein by reference), signed by each of the Parties, and attached to the original of this Agreement.

(5) Records

(a) As applicable, the Recipient's performance under this Agreement shall be subject to **Title 2, Code of Federal Regulations (C.F.R.), part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards***.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(18), F.A.C.) for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six (6) years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at five thousand dollars ($5,000 or more at the time it is acquired shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Scope of Work** and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) Review the Audit Requirements listed in Attachment I of this Agreement. For local government fiscal years beginning after December 26, 2014, a Recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. part 200 unless it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment I, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed **Audit Compliance Certification,** a blank version of which is attached hereto as Attachment J, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed **Audit Compliance Certification** for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the **Audit Certification Memo** that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars ($750,000) in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment I, each Recipient should send an electronic copy of its audit report or an **Audit Certification Memo,** Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Patrick.Howard@deo.myflorida.com

Please note that Form SC-47, and other such Forms referenced in this Agreement, are incorporated herein by reference, and are available either on DEO's Small Cities CDBG Program website at http://www.FloridaJobs.org/CDBGRecipientInfo or upon request from the CDBG program office.

(7) Reports

(a) Reports must be completed and provided to DEO in compliance with this Agreement and rule 73C-23.0051(5) and (6)(a), F.A.C., which is incorporated herein by reference.

(b) The Recipient shall provide DEO with quarterly reports and an administrative closeout report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the **Scope of Work** and the expenditure of funds under this Agreement, in addition to any other information requested by DEO.

(c) A **Quarterly Progress Report,** Form SC-65, is due to DEO no later than fifteen (15) calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the **Administrative Closeout Report,** Form SC-62. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(d) The **Administrative Closeout Report,** Form SC-62, is due forty-five (45) calendar days after termination of this Agreement or forty-five (45) calendar days after completion of the activities contained in this Agreement, whichever first occurs. The subgrant agreement closeout package must be submitted to DEO in compliance with rule 73C-23.0051(5), F.A.C.

(e) If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in **Paragraph (11) Remedies** or otherwise allowable by law. "Acceptable to DEO" means that the work product was completed in accordance with the terms of this Agreement, particularly the **Scope of Work**, and all applicable law.

(f) The Recipient shall provide additional program updates or information that may be required by DEO.

(g) The Recipient shall provide additional reports and information identified in Attachment G.

(8) Monitoring

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in the **Scope of Work** and that other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with **Paragraph (6) Audit Requirement**, above, monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by DEO. In the event DEO determines a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, DEO will monitor the performance and financial management by the Recipient throughout the Agreement term to ensure timely completion of all tasks.

(9) Liability

(NOTE: If the Recipient is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes (F.S.), pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

(a) The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(b) Any recipient which is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default

If any of the following events occur ("Events of Default"), all obligations on the part of DEO to make further payment of funds shall, if DEO elects, terminate and DEO has the option to exercise any of its remedies allowable by law and/or set forth in **Paragraph (11) Remedies**, below. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with DEO is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO.

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) Remedies

If an Event of Default occurs, then DEO may, upon thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least twenty-four (24) hour written notice, in conformity with **Paragraph (14) Notice and Contact**, and including the effective date of such termination;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to DEO any monies used for ineligible purposes under this Agreement and/or the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to any applicable remedies within rule 73C-23.0051(6)(d) and (e), F.A.C., 24 C.F.R. part 570, and 2 C.F.R. part 200.

(g) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. If DEO waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution

Disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on the Recipient. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Recipient files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination

(a) DEO may suspend or terminate this Agreement for cause with no less than twenty-four (24) hour written notice, including the effective date, to the Recipient. Cause can include, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient no less than twenty-four (24) hour written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the award in its entirety. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written modification to this Agreement. The modification shall state the effective date of the termination. The procedures for proper closeout of the Agreement shall be followed, in accordance with rule 73C-23.0051(5), F.A.C.

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

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact

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

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

Patrick Howard, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8418 – Fax: (850) 922-5609
Email: Patrick.Howard@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ms. Melissa Corbett
Wakulla County, Florida
Post Office Box 1263
Crawfordville, Florida, 32327
Telephone: (850) 926-0919 - Fax: (850) 926-0940
Email: mcorbett@mywakulla.com

(d) In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to DEO for approval. The Recipient agrees to include the following in the contract: 1) that the contractor is bound by the terms of this Agreement, 2) that the contractor is bound by all applicable State and Federal laws and regulations, 3) that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and 4) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S.

(16) Terms and Conditions

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

(17) Attachments

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

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

(c) This Agreement has the following attachments (check all that are applicable):

☒ Attachment A – Program Budget
☒ Attachment B – Activity Work Plan
☒ Attachment C – Project Narrative from the Recipient's FFY 2014 ***Application for Funding***
☒ Attachment D – Program, Category Specific, and Special Conditions
☒ Attachment E – Civil Rights Requirements
☒ Attachment F – State and Federal Statutes, Regulations, and Policies
☒ Attachment G – Reports
☒ Attachment H – Warranties and Representations
☒ Attachment I – Audit Requirements
☒ Exhibit 1 – Funding Sources
☒ Attachment J – Audit Compliance Certification
☒ Attachment K – eCDBG Access Authorization Form

(18) Funding/Consideration

(a) The funding for this Agreement shall not exceed **$750,000**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the **Scope of Work.**

(c) All funds shall be requested in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the **eCDBG Access Authorization Form**, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. § 570.489(b), pre-agreement costs reflected in the Recipient's ***Application for Funding*** as originally submitted that relate to preparation of the ***Application for Funding*** are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein DEO agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer, or under **Subparagraph (20)(h), Mandated Conditions**, of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days of receiving notice from DEO.

(19) Repayments

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 C.F.R. § 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's ***Application for Funding***.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall repay all funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483.

(e) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of fifteen dollars ($15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Mandated Conditions

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of DEO and with thirty (30) calendar days written notice to the Recipient, cause the termination of this Agreement and the release of DEO from all its obligations to the Recipient.

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

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

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 thirty-five thousand dollars ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

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

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

2. Have not, within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in **Subparagraph (20)(h)2., Mandated Conditions**, of this Agreement; and

4. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

In addition, the Recipient shall send a completed Form SC-37, ***Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions,*** to DEO for each contractor that the Recipient plans to hire under this Agreement. The form must be received by DEO before the Recipient enters into a contract with the respective contractor.

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

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

(k) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

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

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

(21) Lobbying Prohibition

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," In accordance with its instructions; and

3. The Recipient shall require that this certification 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 as described in **Subparagraphs (21)(b)1. and 2., Lobbying Prohibition**, above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(22) Copyright, Patent and Trademark

Any and all Patent Rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all Copyrights accruing under or in connection with the performance of this agreement are hereby transferred by the Recipient to the State of Florida.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under **Subparagraph (22)(b), Copyright, Patent and Trademark**, have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference. The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities

(a) The Recipient shall allow public access to all records made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(b) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(c) The Recipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

(d) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

(25) Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,

2. Include in all contracts under this Agreement, the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.uscis.gov/e-verify

(c) If the Recipient does not have an E-Verify MOU in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income

Recipient shall report to DEO all program income (as defined by 73C-23.0031(43), F.A.C. and 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement, as part of the Recipient's **Quarterly Progress Report**, Form SC-65, required under **Paragraph (7) Reports**, of this Agreement. Recipient's use of program income shall comply with the applicable requirements of 24 C.F.R. part 570, sections 290.046-290.048, F.S. and 73C-23.0051, F.A.C., and the terms of this Agreement. Program income generated after closeout, shall be returned to DEO. Program income generated prior to closeout, shall be returned to DEO, unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(27) Independent Contractor

In Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Recipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

(a) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(b) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(c) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(d) Unless justified by the Recipient, and agreed to by DEO in the **Scope of Work**, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(e) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(f) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

State of Florida

Department of Economic Opportunity

Federally Funded Subgrant Agreement

Signature Page

Contract Number: 16DB-OK-02-75-01-H 02

I have read the Agreement and the Attachments and Exhibits thereto, and understand each section and paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

Wakulla County, Florida

By: _____ Date: _____
(Authorized Signature)

Name: Ralph Thomas

Title: Chairman

Federal Tax ID#: 59-6031875

DUNS#: 011446479

Department of Economic Opportunity

By: _____ Date: _____
(Authorized Signature)

Name: William B. Killingsworth

Title: Director, Division of Community Development

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

Attachment A – Program Budget

Recipient: Wakulla County, Florida **Modification Number:** N/A **Contract Number:** 16DB-OK-02-75-01-H 02

Activity		Accomplishments		Beneficiaries				Budget			
Activity Number	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Subtotal of Activity[1]	Other Funds[2]	Source #[2]
21A	Administration							$112,500			
14A	Housing Rehabilitation / Demolition and Rebuild	HU	11	2	3	6	11	$632,500		$50,000	1
08	Temporary Relocation	HU	11	2	3	6	11	$5,000			
							Totals:	$750,000		$50,000	

[1] **For an activity number that has multiple functions (for example, 03J-Sewer Lines, 03J-Hookups and 03J-Water Lines, add a line 03J-Subtotal and then add up the amounts and show it in the subtotal column).**

[2] **Show the sources and amounts of "Other Funds" below, including program income.**

1. Wakulla County — $50,000 (County is claiming all $50,000 as leverage)
2. _____ — $_____
3. _____ — $_____
4. _____ — $_____
5. _____ — $_____

ATTACHMENT PAGE 16 OF 248

Attachment B – Activity Work Plan

Recipient: Wakulla County, Florida **Activity:** Housing Rehab / Demo and Rebuild **Project Budget:** $ 632,500

Contract Number: 16DB-OK-02-75-01-H 02 **Date Prepared:** 9/20/2015 **Modification Number:** N/A

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed Administration $$ to be Requested by "End Date"**
12/15	06/16	Submit Request for Release of Funds & Environmental Clearance	0	$0.00	$0.00
12/15	03/16	Submit Documentation to Clear Special Conditions	0	$0.00	$0.00
01/15	03/16	Solicit for Homes to Address, Abstractors, Surveyors, Lead Inspectors and Contractors	0	$0.00	$0.00
04/16	06/16	Verify Income and Title Information on Housing Applicants	0	$0.00	$10,000
07/16	08/16	Prepare Work Write-ups	0	$0.00	$20,000
09/16	10/16	Bid Out Rehabilitation/Replacement Construction	0	$0.00	$30,000
11/16	12/16	Award Rehabilitation/Replacement Contractts and Issue Notice to Proceeds	0	$0.00	$40,000
01/17	03/17	Construction Phase - 25% Complete	2	$158,125	$60,000
04/17	06/17	Construction Phase - 50% Complete	6	$316,250	$80,000
07/17	09/17	Construction Phase - 75% Complete	8	$474,375	$90,000
10/17	11/17	Construction Phase - 100% Complete	11	$632,500	$100,000
12/17	12/17	Submit Administrative Closeout	11	$632,500	$112,500

Note: More than one activity may be included per form. Use additional pages as needed.

ATTACHMENT PAGE 17 OF 48

Attachment B – Activity Work Plan

Recipient: Wakulla County, Florida **Activity:** Temporary Relocation **Project Budget:** $ 5,000

Contract Number: 16DB-OK-02-75-01-H 02 **Date Prepared:** 9/20/2015 **Modification Number:** N/A

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed Administration $$ to be Requested by "End Date"**
12/15	06/16	Submit Request for Release of Funds & Environmental Clearance	0	$0.00	$0.00
12/15	03/16	Submit Documentation to Clear Special Conditions	0	$0.00	$0.00
01/15	03/16	Solicit for Homes to Address, Abstractors, Surveyors, Lead Inspectors and Contractors	0	$0.00	$0.00
04/16	06/16	Verify Income and Title Information on Housing Applicants	0	$0.00	$0.00
07/16	08/16	Prepare Work Write-ups	0	$0.00	$0.00
09/16	10/16	Bid Out Rehabilitation/Replacement Construction	0	$0.00	$0.00
11/16	12/16	Award Rehabilitation/Replacement Contracts and Issue Notice to Proceeds	0	$0.00	$0.00
01/17	03/17	Construction Phase - 25% Complete	2	$1,250	$0.00
04/17	06/17	Construction Phase - 50% Complete	6	$2,500	$0.00
07/17	09/17	Construction Phase - 75% Complete	8	$3,750	$0.00
10/17	11/17	Construction Phase - 100% Complete	11	$5,000	$0.00
12/17	12/17	Submit Administrative Closeout	11	$5,000	$0.00

ATTACHMENT PAGE 18 OF 98

Attachment C – Project Narrative

*(The information included in this attachment was copied from the Recipient's **Application for Funding**. Some of the activity, beneficiary or budget information may have changed as a result of DEO's review of the application, the site visit and changes in estimated costs between the time the application was submitted and when it was selected for funding. These changes will be reflected in Attachments A and B.)*

Wakulla County, Florida intends to use approximately $750,000 in CDBG funds to assist low to moderate income households throughout the unincorporated areas of the County with the necessary housing repairs to enhance their quality of life and ensure that properties are code compliant with state and local code.

At a minimum, the County anticipates assisting eleven (11) LMI households in accordance with the established Housing Assistance Plan (HAP). Of the eleven (11) anticipated housing units to be assisted under the CDBG program, at least five (5) will address low income households (at or below 50% AMI) and of these five (5), will provide assistance to two (2) very-low income households with incomes not exceeding 30% AMI.

Assistance will be provided through a competitive application process that establishes funding priorities as outlined in the County's HAP. In order to be eligible for assistance, properties must be owner-occupied. Assistance will be provided through construction related activities and temporary relocation of residents as may be necessary. Activities anticipated to be undertaken are housing rehabilitation, repairs or demo/replacement of substandard housing units to ensure that the properties comply with state and local codes.

State Housing Initiatives Partnership (SHIP) funds in the amount of $50,000 will be used as a match/leverage to support the rehabilitation activities requested under this grant. The SHIP funds will be expended after site visit and before final close-out. The funding break down is as follows:

Activities	CDBG	Wakulla County SHIP Match	Total
Housing Rehab/Replacement:	$632,500	$50,000	$682,500
Relocation Expense:	$5,000		$5,000
Administration Expense:	$112,500		$112,500
Totals:	$750,000	$50,000	$800,000

Attachment D – Program, Category Specific, and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within one hundred-eighty (180) calendar days of the subgrant award, the Recipient shall complete the following activities:

   a. Submit the environmental assessment to DEO for review;

   b. Request approval for all professional service contracts;

   c. Submit an initial Request for Funds (RFF) for administrative services, if applicable;

   d. Request a wage decision(s) for applicable construction activities if points were received on the application for Readiness to Proceed;

   e. For Housing Rehabilitation subgrants, a list of applicants for assistance shall be developed and a copy provided to DEO; and

   f. For Commercial Revitalization subgrants, if façades are to be renovated, a list of businesses that will be assisted shall be developed and a copy provided to DEO.

   If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to DEO. Any subgrant agreement for which the Recipient has not completed activities a.-f. listed above shall be rescinded unless the Recipient can provide adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined on Attachment A (Program Budget) and Attachment B (Activity Work Plan).

3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG ***Application for Funding*** submitted to DEO, unless pre-agreement costs were approved in writing by DEO.

4. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following documents must be provided to DEO for review:

   a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;

   b. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);

   c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

   d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);

   e. Completed and signed final evaluation/ranking forms;

   f. Commission minutes approving contract award;

   g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);

   h. The proposed contract;

   i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over one hundred fifty thousand dollars ($150,000);

   j. If a protest was filed, a copy of the protest and documentation of resolution;

k. A request for DEO's approval of a single source procurement if only one firm was considered and the contract exceeds $35,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. Any previous payments to the Recipient to fund said contract or agreement shall be ineligible and shall be repaid to DEO by the Recipient; and

l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines.

The Recipient must notify DEO in writing no later than ninety (90) calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

5. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed $5,000, and for Economic Development Grants, not to exceed $8,000, but in any case, no later than 90 days from the effective date of this Agreement, the Recipient shall complete the following:

   a. Submit for DEO's approval the documentation required in paragraph 4 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond five thousand dollars ($5,000) [eight thousand dollars ($8,000) for Economic Development].

   b. Comply with procedures set forth in 24 C.F.R. part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. §§ 1500-1508, National Environmental Policy Act Regulations. DEO will issue a ***Notice of Removal of Environmental Conditions*** when this condition has been fulfilled to the satisfaction of DEO.

6. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in rule 73C-23.0031(6)(a-e), F.A.C.

7. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation policies. Should the Recipient undertake any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under the URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

8. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding fifteen thousand dollars ($15,000), provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed thirty-five thousand dollars ($35,000). Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

9. For each procured construction contract or agreement in Neighborhood Revitalization, Commercial Revitalization and Economic Development projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
   a. A copy of the bid advertisement, including an affidavit of publication;
   b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
   c. A copy of the bid tabulation sheet;
   d. A copy of the engineer's recommendation to award;
   e. A letter requesting sole source approval, if applicable;
   f. A copy of the bid bond (5% of the bid price) for the prime contractor(s) selected to do the work, and;
   g. Completed copies of the following forms:
      - Bidding Information and Contractor Eligibility – Form SC-51;
      - Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions) – Form SC-37;
      - Section 3 Participation Report (Construction Prime Contractor) – Form SC-52;
      - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor) – Form SC-38, if applicable;
      - Section 3 Participation Report (Construction Subcontractor) – Form SC-53, if applicable, and;
      - Documentation for Business Claiming Section 3 Status – Form SC-54, if applicable.

10. For each Housing Rehabilitation RFF that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.

11. When the Recipient issues the ***Notice to Proceed*** to the contractor(s), a copy of the notice shall be sent to DEO.

12. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).

13. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to Recipient's submission of the administrative closeout package for this Agreement.

14. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.

15. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 2 C.F.R. § 200.311. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

Attachment D – Program, Category Specific, and Special Conditions

16. The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD lead-based Paint Regulations as 24 C.F.R. § 570.608 and 24 C.F.R. part 35, subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, 24 C.F.R. § 58.17, and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

18. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
    a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds fifty thousand dollars ($50,000) or ten percent (10%) of the grant, whichever is less.

19. A final Form HUD 2880, if required, shall be provided to DEO with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

20. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(11), F.A.C.

21. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.

22. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.

23. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

24. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

Category Specific Conditions for Housing Rehabilitation

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the governing body. DEO approval is required for HAP revisions made after the application deadline.
3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation.
4. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the local government prior to initiation of work based on that change order.
5. To document completion of construction, each housing unit case file shall contain the following information:
   a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;
   b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist; and
   c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.
6. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
   a. Name of each head of household and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
   b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate income, low income or very low income status of the household;
   c. The number of occupants in the household, categorized by gender; and

d. The racial demographics and ethnicity of the head of each household using the following descriptions: White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/Pacific Islander, American Indian or Alaskan Native and White, Asian and White, African American and White, American Indian/Alaskan Native and African American, or Other Multi-Racial; as well as whether the head of household is Hispanic.

7. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG Housing Assistance Plan. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

Special Conditions

1. The County's Affirmative Action Plan includes an Equal Employment Opportunity (EEO) Policy. The Plan and Policy do not include "genetics" as a protected class. Additionally, the Affirmative Action Plan does not contain the following statements:
    a. The County shall create and maintain a Minority and Women Business Entrerprise (M/WBE) list;
    b. The County shall utilize the M/WBE list to solicit prime contractors; and
    c. The County shall provide the M/WBE list to prime contractors and require the prime contractors to use the list in soliciting subcontractors.

    Within 90 days following the execution of this agreement provide DEO an updated Affirmative Action Plan, EEO Policy and Employee Handbook that include genetics as a protected class. The Affirmative Action Plan must additionally include the statements in a., b., and c. above.

2. The County's current CDBG Procurement Policy is not in compliance with 2 CFR §§ 200.317-.326, which has superseded 24 CFR § 85.36. Within 90 days following the execution of this agreement provide an updated CDBG Procurement Policy that complies with 2 CFR §§ 200.317-.326.

3. The County's Housing Assistance Plan (HAP) does not adequately address the following requirements for documentation of the completion of construction to be included in each client file:
    a. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed,
    b. A signed statement by the housing unit owner, or his or her representative, that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal;
    c. This documentation shall be completed prior to the submission of the administrative closeout package and shall accompany the administrative closeout package when submitted to the Department.

    Provide a revised HAP that addresses the items above. Within 90 days following the execution of this agreement provide DEO an updated HAP that addresses a., b., and c. above.

Attachment E – Civil Rights Compliance

Fair Housing

As a condition for the receipt of Small Cities Community Development Block Grant funds, each Recipient must certify that it will "affirmatively further fair housing" in its community. A Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint;
3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
4) Establish a system to record the following:
   a) The nature of the calls,
   b) The actions taken in response to the calls, and
   c) The results of the actions taken, and
   d) The end results of referrals to other agencies, when applicable;
5) Conduct at least one fair housing activity each quarter. Identical activities (See examples below.) shall not be conducted in consecutive quarters; and
6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The fair housing contact person is expected to have received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity. Mailing a Department-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

Recipients shall document their fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of Small Cities Community Development Block Grant funds, each Recipient must certify that it and the contractors, subcontractors, subrecipeints and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipeints and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
4) Establish a system to record the following:
    a) The nature of the calls,
    b) The actions taken in response to the calls, and
    c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://vendorstrator.dms.myflorida.com/directory.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of Small Cities Community Development Block Grant funds, each Recipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
    a) Has a physical or mental impairment which substantially limits one or more major life activities,
    b) Has a record of such an impairment, or
    c) Is regarded as having such an impairment;
2) Publish a phone number that residents can call to ask questions or register a complaint related to section 504 or the Americans with Disabilities Act;
3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
4) Establish a system to record the following:
    a) The nature of the calls,
    b) The actions taken in response to the calls, and
    c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-funded contracts of one hundred thousand dollars ($100,000) or more.

Attachment E – Civil Rights Compliance

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Attachment E – Civil Rights Compliance

Civil Rights Regulations

As a condition for the receipt of Small Cities Community Development Block Grant funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Recordkeeping Requirements;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Non-discrimination; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Wakulla County, Florida shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____
(Authorized Signature)

Name: Ralph Thomas

Title: Chairman

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (the U.S. Housing and Urban Development regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (https://www.hudexchange.info/community-development/cdbg-memoranda/);
9. Applicable HUD Community Planning and Development Notices (https://www.hudexchange.info/manage-a-program/cpd-notices);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507;
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4.
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50).

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report,** Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15.

2. A **Contract and Subcontract Activity** form, (HUD-2516 Form, currently available at http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference), submitted by April 15 and October 15 each year through the Department's Electronic CDBG reporting system at https://www.deoecdbg.com/Default.aspx. The form must reflect all contractual activity for the period, including MBE and WBE participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report,** Form SC-62, must be submitted to DEO within forty-five (45) calendar days of the Agreement termination date, in compliance with rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be e-mailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, HUD-60002 form, effective date June 2001, http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; effective date April, 2015, which is incorporated herein by reference, must be completed and submitted through DEO's Electronic CDBG reporting system at https://www.deoecdbg.com/Default.aspx by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and as scheduled on Attachment B – **Activity Work Plan.**

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder, rule 73C-23.0051(1), F.A.C., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

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

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO 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 DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this 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 $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and 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 the recipient resources obtained from other than Federal entities).

4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

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 (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; 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 DEO 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 DEO, 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), 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 (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., 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. Additional information regarding the Florida Single Audit Act can be found at:

http://www.myflorida.com/audgen/pages/flsaa.htm

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

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

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th 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. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

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. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	Florida Department of Economic Opportunity
Federal Award Identification Number:	B-14-DC-12-0001
Federal Award Date:	8/7/2014
Total Federal Award to Pass-Through Entity:	$24,130,014
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Recipient's DUNS-Registered Name:	Wakulla, County of
Recipient's DUNS Number:	011446479
Federal Funds Obligated to Recipient by this Action:	$750,000
Total Federal Funds Obligated to Recipient:	$750,000
Total Federal Funds Committed to Recipient:	$750,000
Project Description:	Funding is being provided to rehabilitate substandard housing for very low-, low- and moderate-income residents.
This is not a research and development award.	
Indirect Cost Rate:	0.0%

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform the obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
2. The Recipient shall be governed by the laws, rules and regulations identified in Attachments E and F of this Agreement.
3. The Recipient shall be governed by sections 290.0401- 290.048, F.S.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.; the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment B of this Agreement; the Project Narrative from the Recipient's FFY 2014 Application for Funding, Attachment C of this Agreement; Parts 2, 6, and 9 of the Florida Small Cities CDBG FFY 2014 Application for Funding; and Program, Category Specific, and Special Conditions, Attachment D of this Agreement.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.
Recipient: Wakulla County, Florida
FEIN: 59-6031875 | Recipient's Fiscal Year:
Contact Name: Melissa Corbett | Contact's Phone: 850-926-0919
Contact's Email: mcorbett@mywakulla.com
1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Recipient expend $500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No **If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**
2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Recipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No **If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**
By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.
Signature of Authorized Representative | Date
Printed Name of Authorized Representative | Title of Authorized Representative

Attachment K – eCDBG Access Authorization Form

Submit an original eCDBG Access Authorization Form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.

Recipient Name: Wakulla County, Florida	Contract Number: 16DB-OK-02-75-01-H 02	Funding Source: Small Cities CDBG
Mailing Address (Street or P.O. Box): Post Office Box 1263		
City, State, and Zip Code: Crawfordville, Florida, 32326		
Recipient's DUNS #: 011446479	Recipient's FEID #: 59-6031875	

Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – http://www.deoecdbg.com. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, ***eCDBG Access Authorization Update Form,*** to DEO. CDBG Program Phone Number: (850) 717-8405.

Primary User's Name: Suzanne Hawkins	Date: _____	_____ Signature
Title: Asst. Finance Director	E-mail Address: shawkins@wakullaclerk.com	
Secondary User's Name: Melissa Corbett	Date: _____	_____ Signature
Title: Senior Planner	E-mail Address: mcorbett@mywakulla.com	

As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.

Name: Ralph Thomas Title: Chairman, Wakulla County BOCC	Date: _____	_____ Signature

Additional Payment Information for Processing Requests for Funds

- ☐ Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida.
- ☐ Check here if the Recipient will be working on a reimbursement basis.
- ☐ If this signature authority form pertains to a housing rehabilitation grant, check here if your local government will use an escrow account for housing activities.

CDBG payments *to local governments using EFT* are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.

Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.

Name of Financial Institution: Ameris Bank	Account Number: 2048478768
Address: 2628 Crawfordville Highway	Telephone Number: (850) 926-5211
City, State and Zip Code: Crawfordville, FL 32327	

Recipient Name: Wakulla County, Florida CFDA Number: 14.228

Contract Number: 16DB-OK-02-75-01-H 02

Contact Information

1. Chief Elected Official

CEO Name: Ralph Thomas Title: Chairman, Wakulla County BOCC
Address: 3093 Crawfordville Highway
City, State, Zip Code: Crawfordville, FL 32327
Telephone No: (850) 926-0919 Ext: 709 Fax Number: (850) 926-0940
E-Mail Address: rthomas@mywakulla.com

2. Recipient Employee Designated by Resolution to Sign Subgrant Documents

Name: David Edwards Title: County Administrator
Address: 3093 Crawfordville Highway
City, State, Zip Code: Crawfordville, FL 32327
Telephone No: (850) 926-0919 Ext: 702 Fax Number: (850) 926-0940
E-Mail Address: dedwards@mywakulla.com

3. Chief Financial Officer

CFO Name: Brent X. Thurmond Title: Clerk of the Courts
Address: 3056 Crawfordville Highway
City, State, Zip Code: Crawfordville, FL 32327
Telephone No: (850) 926-0905 Ext: Fax Number: (850) 926-0938
E-Mail Address: bthurmond@wakullaclerk.com

4. Project Contact

Name: Melissa Corbett Title: Senior Planner
Address: 3093 Crawfordville Highway
City, State, Zip Code: Crawfordville, FL 32327
Telephone No: (850) 926-3695 Ext: 742 Fax Number: (850) 926-1528
E-Mail Address: mcorbett@mywakulla.com

5. Civil Rights Contacts

Fair Housing Coordinator: Melissa Corbett Title: Senior Planner Telephone No: (850) 926-3695 Ext: 742 E-Mail Address: mcorbett@mywakulla.com
EEO Coordinator: Debbie Dubose Title: Director, Employee Support Services Telephone No: (850) 926-0919 Ext: 707 E-Mail Address: ddubose@mywakulla.com
Section 504/ADA Coordinator: Debbie Dubose Title: Director, Employee Support Services Telephone No: (850) 926-0919 Ext: 707 E-Mail Address: ddubose@mywakulla.com

6. Private Consultant (If applicable)

Consultant Firm: None Contracted To Date Consultant Contact: Address: City, State, Zip Code: Telephone No: ( ) - Ext: Fax Number: ( ) - E-Mail Address:

Administrative Data

1. Local Government Federal ID Number: 59-6031875
2. Local Government DUNS Number: 011446479
3. Districts: United States Congress 2

   Florida Senate 6 Florida House 10

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

   Recipient Name: _____

   Street Address: _____

   City, State, Zip: _____

5 Please provide a brief Project Description:

Wakulla County, Florida intends to use approximately $750,000 in CDBG funds to assist low to moderate income households throughout the unincorporated areas of the County with the necessary housing repairs to enhance their quality of life and ensure that properties are code compliant with state and local code.

At a minimum, the County anticipates assisting eleven (11) LMI households in accordance with the established Housing Assistance Plan (HAP). Of the eleven (11) anticipated housing units to be assisted under the CDBG program, at least five (5) will address low income households (at or below 50% AMI) and of these five (5), will provide assistance to two (2) very-low income households with incomes not exceeding 30% AMI.

Assistance will be provided through a competitive application process that establishes funding priorities as outlined in the County's HAP. In order to be eligible for assistance, properties must be owner-occupied. Assistance will be provided through construction related activities and temporary relocation of residents as may be necessary. Activities anticipated to be undertaken are housing rehabilitation, repairs or demo/replacement of substandard housing units to ensure that the properties comply with state and local codes.

State Housing Initiatives Partnership (SHIP) funds in the amount of $50,000 will be used as a match/leverage to support the rehabilitation activities requested under this grant. The SHIP funds will be expended after site visit and before final close-out.

Department of Economic Opportunity – Small Cities Community Development Block Grant Program Form SC-31

Civil Rights Profile Sheet

April, 2015

Recipient Name: Wakulla County, Florida

Contract Number: 16DB-OK-02-75-01-H 02 Date: 11-2-2015

Demographic Data

1. Total Number of Local Government Employees: 68 ***(Do not include constitutional officers.)***
2. Number of Employees who work on CDBG-funded activities: 2
3. Total Number of Local Government Minority Employees: 5 ***(Do not include constitutional officers.)***
4. Number of Minority Employees who work on CDBG funded activities: 0
5. Local Government Population #: 26,085 ***(Counties – do not include populations of incorporated cities.)***
6. Local Government Minority Population: 4,774 ***(Counties – do not include populations of incorporated cities.)***
7. Local Government Minority Population Percentage: 18.3 ***(Counties – do not include populations of incorporated cities.)***
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 37.97% ***(Counties – do not include populations of incorporated cities.)***

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: n/a
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: n/a

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street
MSC - 400
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

Instructions for Completing Beneficiary Form

For All Subgrants:

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity,** except Administration and Engineering. Submit civil rights information with executed contract and update the data upon completion of subgrant activities.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: _____

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White						
African American						
Asian						
Native Hawaiian/Pacific Islander						
American Indian/Alaskan Native						
Other Multi-Racial						
Female Head of Household						
Elderly Head of Household						
Handicapped						

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 10/31/2012)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☑ **or an Update Report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
Wakulla County, Florida, PO Box 1263 Crawfordville, FL 32326, 850-926-0919	596-03-1875
3. HUD Program Name	**4. Amount of HUD Assistance Requested/Received**
Small Cities Community Development Block Grant	$750,000.00

5. State the name and location (street address, City and State) of the project or activity:
Wakulla County, Florida (unincorporated)

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
☐ **Yes** ☑ **No**

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
☑ **Yes** ☐ **No.**

If you answered "**No**" to either question 1 or 2, **Stop**! You do not need to complete the remainder of this form.
However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Wakulla County SHIP	Grant	$50,000.00	Housing Rehabiliation
PO Box 1263 Crawfordville, FL 32326			

(**Note**: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)

(**Note**: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X	11/02/2015

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is optional. The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:
   (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of $200,000 during the during the fiscal year;
   (2) You are updating a prior report as discussed below; or
   (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. **Update reports (filed by "Recipients" of HUD Assistance): General**. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.
All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to ***either*** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD ***and any other source*** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).
   Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

WAKULLA COUNTY
RESOLUTION #_____

WHEREAS, The Board of County Commissioners of Wakulla County, Florida has received funds from sources not anticipated in its budget for 2015-16 and

WHEREAS, those funds hereinafter described were received for a particular purpose; and

WHEREAS, Chapter 129.06, Florida Statutes, provides that the Budget Officer at any time within a fiscal year may amend a budget for that year when there is a receipt of funds from a source not anticipated in the budget and for a particular purpose, and expend it for a particular purpose; and

WHEREAS, there is provision for such receipts and appropriations to be added to the budget of the proper fund:

NOW, THEREFORE, The Board of County Commissioners does **RESOLVE** that the following described funds be appropriated and expended for the purpose indicated:

125-HUD-02.1200.000.331350	CDBG Grant	$750,000.
125-HUD-02.1200.554.5340	Contracted Services	$112,500.
125-HUD-02.1200.554.5349	Relocation Assistance	$5,000.
125-HUD-02.1200.554.5522	Materials & Labor (Rehab)	$632,500

Authorized and directed to add said receipts and appropriations to the budget of the proper fund.

PASSED AND ADOPTED, on this the _____ day of _____, 2015

_____
Ralph Thomas, Chairman
Wakulla County, Florida
For 2015-2016 budget year

ATTEST:

_____
Brent X. Thurmond, Clerk of Court

APPROVED AS TO FORM ONLY:

_____
Heather Encinosa, Esquire
County Attorney

BUDGET AMENDMENT

Date: 11/2/2015 **Budget Amendment** _____

Department: Finance

Account #	Description	Beginning / Current Budget	Increase	Decrease	Ending Budget
125-HUD-02.1200.000.331350	CDBG Grant	0	750,000		750,000
					0
125-HUD-02.1200.554.5340	Contracted Services	0	112,500		112,500
125-HUD-02.1200.554.5349	Relocation Assistance	0	5,000		5,000
125-HUD-02.1200.554.5522	Materials & Labor (Rehab)	0	632,500		632,500
					0
					0
					0
					0

Justification: _____

Date of BOCC Action: _____

Finance Authorization: _____
Brandy King, Deputy Clerk

Date: _____

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 16, 2015
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Somer Strickland, Planning and Community Development Director Melissa Corbett, Senior Planner
Subject:	Request Board Approval of a Resolution Amending the County's Housing Assistance Plan for the Small Cities Community Development Block Grant (CDBG) to Incorporate Florida Department of Economic Opportunity Comments

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Statement of Issue:

This agenda item requests Board approval of a Resolution amending the County's Housing Assistance Plan for the Small Cities Community Development Block Grant (CDBG) to incorporate Florida Department of Economic Opportunity comments.

Background:

The Community Development Block Grant Program (CDBG) is a federal program that provides funding for housing and community development. In 1974, Congress created the program by passing the Housing and Community Development Act, Title I. The national objectives of the program are to:

1. Benefit low- and moderate-income persons
2. Prevent or eliminate slum or blight
3. Address urgent community development needs.

The program, administered and funded by the United States Department of Housing and Urban Development, consists of two components:

1. Entitlement - provides funds directly to urban areas
2. Small Cities - provides funds to the states for distribution to rural areas.

The Florida Department of Economic Opportunity (DEO) administers Florida's Small Cities Community Development Block Grant Program. This is a competitive grant program that awards funds to rural areas. Each year since 1983, Florida has received between 18 and 35 million dollars.

At the June 1, 2015 meeting, the BOCC authorized the preparation of an application to be submitted to DEO for a Small Cities CDBG grant under the Housing Rehabilitation category. As a part of DEO's regulatory requirements to submit an application for funding under this program, the County had to approve a Housing Assistance Plan (HAP). The HAP is the guiding document by which the program operates. The purpose of the HAP is to outline the program requirements, regulations, eligibility, scoring criteria, rehabilitation standards and other program logistics per DEO's policies and County priorities.

The Board approved the HAP at their June 15, 2015 public hearing. This was submitted in conjunction with the CDBG Application to DEO. Staff received notification on September 30, 2015 from DEO that the County's grant application would be funded. Additionally, DEO staff has advised that minor revisions to the County's HAP are needed in order for it to be in compliance with the Grant program.

Analysis

DEO staff has reviewed the County's HAP and has requested some minor revisions to the language. Requested amendments include specifying advertising timeframes for application submittals, requiring County Attorney opinions on potential conflict of interests, and requiring signed statements of completion and warranties on completed rehabilitation work. Therefore, as required for this grant award, proposed revisions incorporating these amendments have been drafted and are presented to the Board for consideration (Attachment 1).

Budgetary Impact:

None.

Options:

1. Approve the Resolution amending the County's Housing Assistance Plan for the Small Cities Community Development Block Grant (CDBG) to incorporate Florida Department of Economic Opportunity comments.
2. Do not approve the Resolution amending the County's Housing Assistance Plan for the Small Cities Community Development Block Grant (CDBG) to incorporate Florida Department of Economic Opportunity comments.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. HAP Revisions in Strike-through and Underline
2. Resolution & Amended HAP

WAKULLA
COUNTY

Community Development Block Grant
Housing Assistance Plan (HAP)
for
Wakulla County

Revised and approved: _____, 2015

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I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of **Wakulla County** Community Development Block Grant (CDBG) program. The responsibilities of **Wakulla County** the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance and replacement of dwellings. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard units located in **Wakulla County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be owner-occupied.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the **Wakulla County** Housing Rehabilitation Program are:

1. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.

2. To remove unhealthy or hazardous conditions in low-to-moderate income households.

3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.

4. To preserve existing housing stock, or replacement of substandard housing.

5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.

6. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects of rehabilitation.

7. To improve the property tax base in low-to-moderate income neighborhoods.

8. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.

9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgement may dictate.

10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.

11. To incorporate the following "Green" Rehabilitation Standards

    1. Any appliances replaced or installed shall be Energy Star when applicable.
    2. Any door and/or window replaced or installed shall be Energy Star.
    3. Any lighting fixture replaced or installed shall be Energy Star.
    4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. (New home construction is presumed to meet the minimum insulation and sealing requirements.
    5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

B. Rehabilitation Policies

It is the policy of the **Wakulla County** Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)

2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.

3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:

    1) that property owners hold the primary responsibility for maintaining their property and personal finances.

2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
3) that any assistance provided must be authorized at the proper level.

4. Assure that no member of the Congress of the United States, the Citizen Advisory Task Force or the **Wakulla County Board of County Commissioners** shall share in proceeds or benefits of CDBG funded rehabilitation work.

5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The **Wakulla County Board of County Commissioners** may waive program rules only when the result will be consistent with established goals and objectives and applicable federal, state, or local regulations.

6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by **Wakulla County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Wakulla County** will solicit applications either from other housing assistance providers that have knowledge of need within **Wakulla County**, by placing notices in public areas throughout **Wakulla County** and/or by advertising in publicly circulated publications. At least one advertisement will be placed in the local Wakulla News at least 30 days before the application due date. **Wakulla County** will review applications received using the following selection criteria:

1. Has the recipient previously been furnished assistance and, if so, when and under what circumstances? A former recipient cannot be assisted for ten years and, in any event, will not be served again until all other eligible recipients have received assistance.

2. Number of persons in the family and the family income.

3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence, and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will

be included in the program, but will be restricted to replacement of said structure with a site built home, unless specifically prohibited by local or state regulations.

4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.

5. Applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones, or designated wetlands, shall be ranked behind non-flood plain and non wetland applicants

6. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.

7. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?

8. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.

9. Does the recipient have clear title to the property?

10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is more than 50 years old, **Wakulla County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.

11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.

12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force (CATF), and their recommendation to the local governing body for their approval. The application process will have a noticed cut off date for the receipt of applications. Applications received

after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered.

The Housing Rehabilitation Specialist or the Project Administrator may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants ~~that~~ who may have a business or familial relationship with a member of the **Wakulla County** Commission, Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and ~~definitely~~ before a construction contract is executed. If a relationship becomes known to the Applicant after the initial application is submitted, the Applicant must immediately disclose that in writing to the County. A failure to disclose these relationships is grounds for denial of the application. In addition, all beneficiary names must be disclosed at the regular meetings of the **Wakulla County** Commission and the Citizen Advisory Task Force (CATF) as selection of beneficiaries occur, and these names must be included in the minutes of both the ~~Council~~ Board and the CATF meetings. The **Wakulla County** Commission and CATF members must disclose any business or familial relationship with an applicant and must abstain from any vote related to that applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the **Wakulla County** Commission. A review of an elected official's or County employee's alleged conflict due to a business or familial relationship with an applicant shall be conducted by the County Attorney and include an opinion regarding the legality and allowability of the elected official's or County employee's conflict of interest. If warranted, a request for waiver of a conflict of interest shall be made to the Department of Economic Opportunity. ~~Before an applicant with~~ When an elected official or County employee has a potential or real conflict ~~is given final approval for participation,~~ with an applicant, **Wakulla County** must notify the Department of Economic Opportunity (DEO) in writing before final approval for participation is granted. Prior to any rehabilitation, **Wakulla County** must receive written notification of DEO's approval of the ~~application~~waiver, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. Loan terms of the DPL will be in the form of a zero percent (0%) deferred loan, due upon sale, rental, transfer of ownership, or if the owner otherwise ceases to occupy the property as his or her primary residence ("Repayment Conditions"). In the case of a rehabilitation DPL not exceeding $60,000 when demolition is not a requirement, the full amount of the loan will be forgiven in equal monthly increments over a five (5) year affordability period if the homeowner does not violate the Repayment Conditions, as described generally above. In the case where the property has to be rehabilitated in excess of $60,000 or the property has to be demolished and replaced, the full amount of the loan will be forgiven in equal monthly increments over a ten (10) year affordability period if the homeowner does not violate the Repayment Conditions, as generally described above. For each year the property is occupied by the owner in accordance with the provisions of this agreement, the DPL will be reduced in equal amounts on a monthly basis until the mortgage is extinguished. Only the remaining portion of the obligation must be repaid if any of the above Repayment Conditions occur within the affordability period. In the event of default, the remaining balance becomes due and payable in full.

In the event the sole owner dies or both/all owners die within the affordability period, the DPL is assumable by the heirs to the property and subject to the same terms as stated above and CDBG guidelines. In the event the heir(s) to the property has already received assistance under the CDBG program, the County may at its sole discretion waive certain requirements as it deems appropriate at which time the security documents will be revised to reflect the updated financial transaction.

If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the triggering Repayment Condition. If the owner is unable to make such payment, the **Wakulla County Board of County Commissioners** may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more that six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation.

The maximum DPL for an owner-occupied single family dwelling is $60,000 for rehabilitation projects. The owner-occupied units in a two-to four-unit dwelling may receive a DPL of up to $50,000 per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than $60,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit or if the Administrator determines that the situation does not require a contingency fund.

B. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code (Florida Building Code) and Section 8 standard violations;

2. providing cost effective energy conservation features;

3. provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and

4. correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards;

New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract.

General property improvements that are paid for by the property owner must be included in the Contract for Rehabilitation that is developed and administered by the

Housing Rehabilitation Program. However, ineligible new construction must be contracted separately. The property owner must also deposit the necessary funds to cover the additional improvements into the local government's program account. This must be done prior to construction. Otherwise, the addition items will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector but will not be inspected by the Housing Rehabilitation Specialist.

V. QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.

2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The owner must reside in the dwelling to be rehabilitated for at least one year prior to the time of application.

4. Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.

5. The property must be fully insured for flood insurance if the home is in the 100-year flood plain. Flood insurance must remain in effect until Administrative Closeout of the Grant Agreement. Any unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater.

6. All applicants that may have a business or familial relationship with a member of the **Wakulla County Board of County Commissioners**, the Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a construction contract is executed.

7. If a boundary survey is required, the Housing Program is responsible for providing necessary proof or documentation at the Housing Program's expense.

8. Residents and owners of rental property are not eligible to participate in the program.

B. Household Income

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.

2. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.

3. The owner' s assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

VI. STRUCTURAL REQUIREMENTS

A. General

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

1. below Section 8 Minimum Housing Quality Standards; and

2. feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:

   a) correct all violations of the local housing code and Section 8 standards;

   b) provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is

found, interim control procedures will be used for all houses rehabilitated at or below $25,000. Houses above $25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements, and appropriate abatement procedures;

c) meet applicable local zoning requirements, as well as local, state, and federal housing code requirements for rehabilitation work;

d) leave at least 20% of the original structure based upon the formula provided in this chapter;

e) not exceed the program costs noted in this chapter; and

f) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such.

g) New Construction or substantial improvement of any residential building (or manufactured home) located within the 100 year flood plain shall have the lowest floor, including basement elevated no lower than (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced, and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the unit is

scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DEO contract requirements.

C. Cost Feasibility

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging but must be specifically approved by the **Wakulla County Board of County Commissioners** as exceeding the described limits.

$60,000 per single family detached house
$50,000 per unit of a two-to-four unit complex
$40,000 per unit of a triplex or quadraplex

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed $40 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner via certified mail and the local government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator makes maximum effort to ensure participation by minority contractors.

No housing unit owner or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is performed, and all contractors must be must meet the minimum qualifications in order to participate.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

Wakulla County and owner reserve the right to reject any and all bids and to award in the best interest of the owner and **Wakulla County.** The owner must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or

2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Wakulla County Board of County Commissioners** if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The Housing Rehabilitation Specialist presents each case to the **Wakulla County** designated representative before the DPL and contact are signed. The DPL amount, contract amount, contractor and owner eligibility are all approved by the designated representative.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Wakulla County Board of County Commissioners**.

The DPL and the Notice of Commencement are recorded immediately. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 60 - 120 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by **Wakulla County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins. Other changes will be at the owner's expense.

F. Payment

Contracts of $10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of $10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

Construction Completion	Payment Schedule	Percentage of Funds Paid
Less than 60%		0 %
60%		40%
100%		80%
100%		100%-After Certificate of Occupancy is issued and all punch list items are completed

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as

long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;

2. approval of the work by the owner; and

3. an affidavit from the contractor stating that either:

   (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or

   (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;

2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty coveting the entire job for one year, etc.); A written warranty from the contractor indicating a 12 month warranty on all materials and workmanship.

3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;

4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;

5. completion of all punch list items; and

6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

7. A signed statement from the contractor indicating that all items on the work write up and any approved change orders have been completed.

8. A signedstatement by the housing unit owner, or his or her representative that the work has been completed based on the work write up and change orders.. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.

9. This documentation (Items 7 and 8) shall be completed prior to the sub mission of the administrative closeout package and shall accompany the administrative close out package when submitted to the Department

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the Citizen Advisory Task Force if necessary for their review in accordance with the Complaint Procedures set forth in its Bylaws. The **Wakulla County Board of County Commissioners** has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the **Wakulla County Board of County Commissioners** should be filed with the Department of Economic Opportunity, as set forth in the CATF policies and procedures. Sufficient documentation to this effect shall be placed in the case file.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor **in writing** of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. General

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. Clearance

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual. The contractor is responsible for the use, sale, or disposal of all building components scheduled for demolition.

C. Permanent Relocation/Demolition Relocation

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. **Wakulla County Board of County Commissioners** will decide with the Housing Rehabilitation Specialist on a case-by-case basis whether to utilize a slab "site built" replacement unit, either concrete block or wood frame construction. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the Housing Rehabilitation Specialist prepares bid specifications based on owner input from review of available plans from the contractors. Bidding contracting and inspections then proceed as in the rehabilitation process.

D. Differences

Partial payments are utilized for site built homes along the same lines as for rehabilitation work.

3. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.

4. Cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits that may not be exceeded without approval from the **Wakulla County Board of County Commissioners** are:

(a) four or more bedrooms - $95,000
(b) three bedrooms - $90,000
(c) two bedrooms - $85,000

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home based on family size and composition. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who meet the minimum qualifications will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Economic Opportunity.

Basic contractor qualifications include:

1. Current license(s) with the appropriate jurisdiction;

2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;

3. Insurance: Contractor's Public Liability Insurance in an amount not less than $1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than $1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than $1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

   (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and

   (b) references from three (3) subcontractors who have subcontracted with the contractor; and

   (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;

5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;

6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DEO;

The Housing Rehabilitation Specialist will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor.

C. Disqualification

Contractors may be prohibited or removed from program participation for:

1. poor workmanship or use of inferior materials;

2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;

3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;

4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;

5. disregarding contractual obligations or program procedures;

6. loss of license(s), insurance or bonding;

7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;

8. abandonment of a job;

9. failure to complete work in a timely manner;

10. inability or failure to direct the work in a competent and independent manner;

11. failure to honor warranties;

12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DEO;

13. other just cause that would expose the Program or owner to unacceptable risk;

14. failure to respond to a minimum of three (3) consecutive requests for bids; or

15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Wakulla County** Community Development Program; since **Wakulla County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Wakulla County** Anti-Displacement and Relocation Policy that covers situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **Wakulla County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 45 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the **Wakulla County** Citizen Advisory Task Force (CATF) in accordance with the Complaint Procedures set forth in its Bylaws. If the complaint cannot be resolved by the CATF, the **Wakulla County Board of County Commissioners** will review the grievance and make a decision based upon program

regulation, local policies, and the availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Economic Opportunity.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Wakulla County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Department of Economic Opportunity. Program income or DPL payment received subsequent to closeout will be returned to the Department of Economic Opportunity unless the state's program income regulations are changed.

XIII. PROPERTY ACQUISITION POLICY

A. Voluntary

Wakulla County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The City shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

Voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Wakulla County Board of County Commissioners** is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. The **Wakulla**

County Board of County Commissioners prior to publication of a public notice or attendance of any local government representative at a property auction must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. accurately describe the type, size and approximate location of the property it wishes to acquire;

2. describe the purpose of the purchase;

3. specify all terms and conditions of sale, including maximum price;

4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;

5. announce a time and place for offers to be accepted; and

6. announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than $2,500 if a mutually agreed to sales price can be reached. Clear title must be present in every transaction. **Wakulla County Board of County Commissioners** must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Wakulla County Board of County Commissioners** that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

B. Non-Voluntary Acquisition Plan

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and

authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See Wakulla County separate policy on this subject.

C. Timing/Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project. It is recognized this may not always be possible, however, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Wakulla County Board of County Commissioners** shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.):

- Address of each housing unit rehabilitation with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
- The number of occupants in the household, categorized by sex; and
- The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native.)

APPENDIX A

Point Values to be Used in Ranking Applicants

Any remaining applicants currently on the SHIP Applicant list dated December 4, 2014 that have not been served. The SHIP rank order will still apply. (14 points)

Handicapped and elderly persons on fixed income within established very low income (VLI) guidelines (13 points)

Elderly persons on fixed income within established VLI guidelines (12 points)

Handicapped or disabled persons within established VLI guidelines (11 points)

Households with handicapped or disabled dependents within established VLI guidelines (10 points)

Handicapped and elderly persons on fixed income within established low to moderate income (LMI) guidelines (9 points)

Elderly persons on fixed income within established LMI guidelines (8 points)

Handicapped or disabled persons within established LMI guidelines (7 points)

Households with handicapped or disabled dependents within established LMI income guidelines (6 points)

Households within established VLI guidelines (5 points)

All others within established VLI guidelines (4 points)

Households within established LMI guidelines (3 points)

All others within established LMI guidelines (2 points)

Any homeowner or physical residence that has received state or federal housing assistance within the last 10 years regardless of age, handicap, or income level (1 point)

1. *In the event of a tie, the household with the largest number of residents shall prevail. If a tie still exists, then the household with the lowest income shall prevail.*

2. *Maintaining the grant application score takes precedence over the scoring and ranking criteria as specified in this Housing Assistance Plan. In order to maintain grant score two (2) households must be below 30% AMI and three (3) additional households must be below 50% AMI.*

Adopted on _____ by Wakulla County Commission.

RESOLUTION 15-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AMENDING THE COMMUNITY DEVLOPMENT BLOCK GRANT HOUSING ASSISTANCE PLAN ADOPTED PURSUANT TO RESOLUTION 15-34; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wakulla County applied to the Florida Department of Economic Opportunity for funds through the Federal Fiscal Year (FFY) 2014 Florida Small Cities CDBG program;

WHEREAS, these funds are proposed to be utilized to provide deferred payment loans to rehabilitate owner-occupied dwellings as specified in the "Community Development Block Grant Housing Assistance Plan for Wakulla County;"

WHEREAS, the County has established a housing assistance plan to more effectively guide the administration of these funds to provide housing rehabilitation opportunities to the low to moderate income Citizens of Wakulla County; and

WHEREAS, the Florida Department of Economic Opportunity has requested minor amendments be made to the housing assistance plan to ensure its compliance with the FFY 2014 Florida Small Cities CDBG program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AMENDMENT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING ASSISTANCE PLAN.

1. The "Community Development Block Grant Housing Assistance Plan for Wakulla County" is hereby amended as depicted in the copy of same attached hereto and incorporated herein as a part hereof.

2. The County Administrator or his designee is designated as the Designated Representative referred to in the aforementioned plan.

SECTION 2. EFFECTIVE DATE. This resolution shall be in full force and effect immediately upon its adoption.

DULY PASSED AND ADOPTED on this _____ day of _____, 2015.

WAKULLA COUNTY, FLORIDA

By: _____
Ralph Thomas, Chairman

ATTEST:

_____
Brent X. Thurmond, Clerk

(SEAL)

_____
Heather J. Encinosa, County Attorney

WAKULLA
COUNTY

Community Development Block Grant
Housing Assistance Plan (HAP)
for
Wakulla County

Revised and approved: _____, 2015

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I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of **Wakulla County** Community Development Block Grant (CDBG) program. The responsibilities of **Wakulla County** the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance and replacement of dwellings. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard units located in **Wakulla County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be owner-occupied.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the **Wakulla County** Housing Rehabilitation Program are:

1. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.

2. To remove unhealthy or hazardous conditions in low-to-moderate income households.

3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.

4. To preserve existing housing stock, or replacement of substandard housing.

5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.

6. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects of rehabilitation.

7. To improve the property tax base in low-to-moderate income neighborhoods.

8. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.

9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgement may dictate.

10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.

11. To incorporate the following "Green" Rehabilitation Standards

    1. Any appliances replaced or installed shall be Energy Star when applicable.
    2. Any door and/or window replaced or installed shall be Energy Star.
    3. Any lighting fixture replaced or installed shall be Energy Star..
    4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. (New home construction is presumed to meet the minimum insulation and sealing requirements.
    5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

B. Rehabilitation Policies

It is the policy of the **Wakulla County** Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)

2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.

3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:

    1) that property owners hold the primary responsibility for maintaining their property and personal finances.

2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
3) that any assistance provided must be authorized at the proper level.

4. Assure that no member of the Congress of the United States, the Citizen Advisory Task Force or the **Wakulla County Board of County Commissioners** shall share in proceeds or benefits of CDBG funded rehabilitation work.

5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The **Wakulla County Board of County Commissioners** may waive program rules only when the result will be consistent with established goals and objectives and applicable federal, state, or local regulations.

6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by **Wakulla County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Wakulla County** will solicit applications either from other housing assistance providers that have knowledge of need within **Wakulla County**, by placing notices in public areas throughout **Wakulla County** and/or by advertising in publicly circulated publications. At least one advertisement will be placed in the local Wakulla News at least 30 days before the application due date. **Wakulla County** will review applications received using the following selection criteria:

1. Has the recipient previously been furnished assistance and, if so, when and under what circumstances? A former recipient cannot be assisted for ten years and, in any event, will not be served again until all other eligible recipients have received assistance.

2. Number of persons in the family and the family income.

3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence, and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will

be included in the program, but will be restricted to replacement of said structure with a site built home, unless specifically prohibited by local or state regulations.

4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.

5. Applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones, or designated wetlands, shall be ranked behind non-flood plain and non wetland applicants

6. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.

7. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?

8. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.

9. Does the recipient have clear title to the property?

10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is more than 50 years old, **Wakulla County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.

11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.

12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force (CATF), and their recommendation to the local governing body for their approval. The application process will have a noticed cut off date for the receipt of applications. Applications received

after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered.

The Housing Rehabilitation Specialist or the Project Administrator may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants who may have a business or familial relationship with a member of the **Wakulla County** Commission, Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and before a construction contract is executed. If a relationship becomes known to the Applicant after the initial application is submitted, the Applicant must immediately disclose that in writing to the County. A failure to disclose these relationships is grounds for denial of the application. In addition, all beneficiary names must be disclosed at the regular meetings of the **Wakulla County** Commission and the Citizen Advisory Task Force (CATF) as selection of beneficiaries occur, and these names must be included in the minutes of both the Board and the CATF meetings. The **Wakulla County** Commission and CATF members must disclose any business or familial relationship with an applicant and must abstain from any vote related to that applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the **Wakulla County** Commission. A review of an elected official's or County employee's alleged conflict due to a business or familial relationship with an applicant shall be conducted by the County Attorney and include an opinion regarding the legality and allowability of the elected official's or County employee's conflict of interest. If warranted, a request for waiver of a conflict of interest shall be made to the Department of Economic Opportunity. When an elected official or County employee has a potential or real conflict with an applicant, **Wakulla County** must notify the Department of Economic Opportunity (DEO) in writing before final approval for participation is granted. Prior to any rehabilitation, **Wakulla County** must receive written notification of DEO's approval of the waiver, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. Loan terms of the DPL will be in the form of a zero percent (0%) deferred loan, due upon sale, rental, transfer of ownership, or if the owner otherwise ceases to occupy the property as his or her primary residence ("Repayment Conditions"). In the case of a rehabilitation DPL not exceeding $60,000 when demolition is not a requirement, the full amount of the loan will be forgiven in equal monthly increments over a five (5) year affordability period if the homeowner does not violate the Repayment Conditions, as described generally above. In the case where the property has to be rehabilitated in excess of $60,000 or the property has to be demolished and replaced, the full amount of the loan will be forgiven in equal monthly increments over a ten (10) year affordability period if the homeowner does not violate the Repayment Conditions, as generally described above. For each year the property is occupied by the owner in accordance with the provisions of this agreement, the DPL will be reduced in equal amounts on a monthly basis until the mortgage is extinguished. Only the remaining portion of the obligation must be repaid if any of the above Repayment Conditions occur within the affordability period. In the event of default, the remaining balance becomes due and payable in full.

In the event the sole owner dies or both/all owners die within the affordability period, the DPL is assumable by the heirs to the property and subject to the same terms as stated above and CDBG guidelines. In the event the heir(s) to the property has already received assistance under the CDBG program, the County may at its sole discretion waive certain requirements as it deems appropriate at which time the security documents will be revised to reflect the updated financial transaction.

If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the triggering Repayment Condition. If the owner is unable to make such payment, the **Wakulla County Board of County Commissioners** may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more that six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation.

The maximum DPL for an owner-occupied single family dwelling is $60,000 for rehabilitation projects. The owner-occupied units in a two-to four-unit dwelling may receive a DPL of up to $50,000 per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than $60,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit or if the Administrator determines that the situation does not require a contingency fund.

B. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code (Florida Building Code) and Section 8 standard violations;

2. providing cost effective energy conservation features;

3. provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and

4. correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards;

New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract.

General property improvements that are paid for by the property owner must be included in the Contract for Rehabilitation that is developed and administered by the

Housing Rehabilitation Program. However, ineligible new construction must be contracted separately. The property owner must also deposit the necessary funds to cover the additional improvements into the local government's program account. This must be done prior to construction. Otherwise, the addition items will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector but will not be inspected by the Housing Rehabilitation Specialist.

V. QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.

2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The owner must reside in the dwelling to be rehabilitated for at least one year prior to the time of application.

4. Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.

5. The property must be fully insured for flood insurance if the home is in the 100-year flood plain. Flood insurance must remain in effect until Administrative Closeout of the Grant Agreement. Any unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater.

6. All applicants that may have a business or familial relationship with a member of the **Wakulla County Board of County Commissioners**, the Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a construction contract is executed.

7. If a boundary survey is required, the Housing Program is responsible for providing necessary proof or documentation at the Housing Program's expense.

8. Residents and owners of rental property are not eligible to participate in the program.

B. Household Income

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.

2. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.

3. The owner' s assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

VI. STRUCTURAL REQUIREMENTS

A. General

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

1. below Section 8 Minimum Housing Quality Standards; and

2. feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:

   a) correct all violations of the local housing code and Section 8 standards;

   b) provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is

found, interim control procedures will be used for all houses rehabilitated at or below $25,000. Houses above $25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements, and appropriate abatement procedures;

c) meet applicable local zoning requirements, as well as local, state, and federal housing code requirements for rehabilitation work;

d) leave at least 20% of the original structure based upon the formula provided in this chapter;

e) not exceed the program costs noted in this chapter; and

f) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such.

g) New Construction or substantial improvement of any residential building (or manufactured home) located within the 100 year flood plain shall have the lowest floor, including basement elevated no lower than (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced, and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the unit is

scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DEO contract requirements.

C. Cost Feasibility

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging but must be specifically approved by the **Wakulla County Board of County Commissioners** as exceeding the described limits.

$60,000 per single family detached house
$50,000 per unit of a two-to-four unit complex
$40,000 per unit of a triplex or quadraplex

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed $40 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner via certified mail and the local government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator makes maximum effort to ensure participation by minority contractors.

No housing unit owner or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is performed, and all contractors must be must meet the minimum qualifications in order to participate.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

Wakulla County and owner reserve the right to reject any and all bids and to award in the best interest of the owner and **Wakulla County.** The owner must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or

2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Wakulla County Board of County Commissioners** if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The Housing Rehabilitation Specialist presents each case to the **Wakulla County** designated representative before the DPL and contact are signed. The DPL amount, contract amount, contractor and owner eligibility are all approved by the designated representative.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Wakulla County Board of County Commissioners**.

The DPL and the Notice of Commencement are recorded immediately. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 60 - 120 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by **Wakulla County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins. Other changes will be at the owner's expense.

F. Payment

Contracts of $10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of $10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

Construction Completion	Payment Schedule	Percentage of Funds Paid
Less than 60%		0 %
60%		40%
100%		80%
100%		100%-After Certificate of Occupancy is issued and all punch list items are completed

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as

long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;

2. approval of the work by the owner; and

3. an affidavit from the contractor stating that either:

   (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or

   (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;

2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty coveting the entire job for one year, etc.); A written warranty from the contractor indicating a 12 month warranty on all materials and workmanship.

3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;

4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;

5. completion of all punch list items; and

6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.
7. A signed statement from the contractor indicating that all items on the work write up and any approved change orders have been completed.
8. A signedstatement by the housing unit owner, or his or her representative that the work has been completed based on the work write up and change orders.. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.

9. This documentation (Items 7 and 8) shall be completed prior to the sub mission of the administrative closeout package and shall accompany the administrative close out package when submitted to the Department

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the Citizen Advisory Task Force if necessary for their review in accordance with the Complaint Procedures set forth in its Bylaws. The **Wakulla County Board of County Commissioners** has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the **Wakulla County Board of County Commissioners** should be filed with the Department of Economic Opportunity, as set forth in the CATF policies and procedures. Sufficient documentation to this effect shall be placed in the case file.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor **in writing** of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. General

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. Clearance

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual. The contractor is responsible for the use, sale, or disposal of all building components scheduled for demolition.

C. Permanent Relocation/Demolition Relocation

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. **Wakulla County Board of County Commissioners** will decide with the Housing Rehabilitation Specialist on a case-by-case basis whether to utilize a slab "site built" replacement unit, either concrete block or wood frame construction. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the Housing Rehabilitation Specialist prepares bid specifications based on owner input from review of available plans from the contractors. Bidding contracting and inspections then proceed as in the rehabilitation process.

D. Differences

Partial payments are utilized for site built homes along the same lines as for rehabilitation work.

3. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.

4. Cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits that may not be exceeded without approval from the **Wakulla County Board of County Commissioners** are:

(a) four or more bedrooms - $95,000
(b) three bedrooms - $90,000
(c) two bedrooms - $85,000

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home based on family size and composition. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who meet the minimum qualifications will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Economic Opportunity.

Basic contractor qualifications include:

1. Current license(s) with the appropriate jurisdiction;

2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;

3. Insurance: Contractor's Public Liability Insurance in an amount not less than $1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than $1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than $1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

   (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and

   (b) references from three (3) subcontractors who have subcontracted with the contractor; and

   (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;

5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;

6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DEO;

The Housing Rehabilitation Specialist will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor.

C. Disqualification

Contractors may be prohibited or removed from program participation for:

1. poor workmanship or use of inferior materials;

2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;

3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;

4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;

5. disregarding contractual obligations or program procedures;

6. loss of license(s), insurance or bonding;

7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;

8. abandonment of a job;

9. failure to complete work in a timely manner;

10. inability or failure to direct the work in a competent and independent manner;

11. failure to honor warranties;

12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DEO;

13. other just cause that would expose the Program or owner to unacceptable risk;

14. failure to respond to a minimum of three (3) consecutive requests for bids; or

15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Wakulla County** Community Development Program; since **Wakulla County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Wakulla County** Anti-Displacement and Relocation Policy that covers situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **Wakulla County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 45 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the **Wakulla County** Citizen Advisory Task Force (CATF) in accordance with the Complaint Procedures set forth in its Bylaws. If the complaint cannot be resolved by the CATF, the **Wakulla County Board of County Commissioners** will review the grievance and make a decision based upon program

regulation, local policies, and the availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Economic Opportunity.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Wakulla County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Department of Economic Opportunity. Program income or DPL payment received subsequent to closeout will be returned to the Department of Economic Opportunity unless the state's program income regulations are changed.

XIII. PROPERTY ACQUISITION POLICY

A. Voluntary

Wakulla County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The City shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

Voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Wakulla County Board of County Commissioners** is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. The **Wakulla**

County Board of County Commissioners prior to publication of a public notice or attendance of any local government representative at a property auction must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. accurately describe the type, size and approximate location of the property it wishes to acquire;

2. describe the purpose of the purchase;

3. specify all terms and conditions of sale, including maximum price;

4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;

5. announce a time and place for offers to be accepted; and

6. announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than $2,500 if a mutually agreed to sales price can be reached. Clear title must be present in every transaction. **Wakulla County Board of County Commissioners** must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Wakulla County Board of County Commissioners** that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

B. Non-Voluntary Acquisition Plan

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and

authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See Wakulla County separate policy on this subject.

C. Timing/Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project. It is recognized this may not always be possible, however, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Wakulla County Board of County Commissioners** shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.):

- Address of each housing unit rehabilitation with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
- The number of occupants in the household, categorized by sex; and
- The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native.)

APPENDIX A

Point Values to be Used in Ranking Applicants

Any remaining applicants currently on the SHIP Applicant list dated December 4, 2014 that have not been served. The SHIP rank order will still apply. (14 points)

Handicapped and elderly persons on fixed income within established very low income (VLI) guidelines (13 points)

Elderly persons on fixed income within established VLI guidelines (12 points)

Handicapped or disabled persons within established VLI guidelines (11 points)

Households with handicapped or disabled dependents within established VLI guidelines (10 points)

Handicapped and elderly persons on fixed income within established low to moderate income (LMI) guidelines (9 points)

Elderly persons on fixed income within established LMI guidelines (8 points)

Handicapped or disabled persons within established LMI guidelines (7 points)

Households with handicapped or disabled dependents within established LMI income guidelines (6 points)

Households within established VLI guidelines (5 points)

All others within established VLI guidelines (4 points)

Households within established LMI guidelines (3 points)

All others within established LMI guidelines (2 points)

Any homeowner or physical residence that has received state or federal housing assistance within the last 10 years regardless of age, handicap, or income level (1 point)

1. *In the event of a tie, the household with the largest number of residents shall prevail. If a tie still exists, then the household with the lowest income shall prevail.*

2. *Maintaining the grant application score takes precedence over the scoring and ranking criteria as specified in this Housing Assistance Plan. In order to maintain grant score two (2) households must be below 30% AMI and three (3) additional households must be below 50% AMI.*

Adopted on _____ by Wakulla County Commission.

Board of County Commissioners
Agenda Request

Date of Meeting:	November 2, 2015
Date Submitted:	October 15, 2015
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Jessica Welch, Communications & Public Services Director
Subject:	Request Board Approval of the 2016 Board of County Commissioners Meeting Calendar

Statement of Issues:
This agenda item requests Board approval of the 2016 Board of County Commissioners Meeting Calendar.

Background:
Since December 2009, the Board has been conducting the regular Board Meetings on the 1st and 3rd Mondays of each month. In addition, the Workshops are either scheduled to be held on a regular scheduled Board meeting day, prior to the Board meeting, or on the Thursday that coincides with the first monthly Board meeting.

Analysis:
This agenda item seeks Board approval of the 2016 BOCC meeting calendar. Staff is recommending continuing holding the Board of County Commissioner Meetings on the 1st and 3rd Mondays of each month with the exception of July & December where the Board holds only one meeting during these two months, and with the exception of Holidays that fall on Mondays. In addition, staff will continue scheduling the Board Workshops to be held prior to Monday Board meetings and at a time that will be determined by staff per the subject material.

Budgetary Impact:
None.

Options:
1. Approve the proposed 2016 Board Meeting Calendar.
2. Do not approve the proposed 2016 Board Meeting Calendar.
3. Board Direction.

Recommendation:
Option #1

Attachment(s):
1. Proposed 2016 Board Meeting Calendar
2. 2016 Holiday Schedule (Approved per Personnel Policy)

Regular Board Meeting and Holiday Schedule
January 2016 – December 2016

January 2016

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2016

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28	29					

March 2016

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27	28	29	30	31		

April 2016

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May 2016

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29	30	31				

June 2016

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July 2016

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August 2016

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September 2016

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October 2016

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23	24	25	26	27	28	29
30	31					

November 2016

S	M	T	W	Th	F	Sa
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20	21	22	23	24	25	26
27	28	29	30			

December 2016

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

Regular Board Meeting & Workshops
Special Meeting
Holiday

WAKULLA
COUNTY

2016 Wakulla County Holiday Schedule

January 1, 2016	New Year's Day
January 18, 2016	Martin Luther King Jr. Day
February 15, 2016	President's Day
March 25, 2016	Good Friday
May 30, 2016	Memorial Day
July 4, 2016	Independence Day
September 5, 2016	Labor Day
November 11, 2016	Veterans Day
November 24 & 25, 2016	Thanksgiving (2 days)
December 25 & 26, 2016	Christmas (2 days)
December 31, 2016	New Year's Eve

Board of County Commissioners
Agenda Request

Date of Meeting: November 2, 2015

Date Submitted: October 14, 2015

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Cleve Fleming, Public Works Director

Subject: Request Board Approval of a Resolution Accepting the Small County Road Assistance Program (SCRAP) Agreement for Roadway Widening and Resurfacing for County Road 61 (Shadeville Highway) and Approval of Preble Rish Task Order No. 15-131

Statement of Issue:
This agenda item is requesting Board approval of a Resolution accepting the Small County Road Assistance Program (SCRAP) Agreement for Roadway Widening and Resurfacing for County Road 61 (Shadeville Highway) and approval of Preble Rish Task Order No. 15-131.

Background:
The Florida Department of Transportation ranks the projects based on a road rating system to be compared to all Small County roads in District 4 for selection. The Board submitted County Road 61 (Shadeville Highway) for consideration through FDOT Grant Program Funding Agreements. This road has heavy traffic volume and is currently in poor condition with regard to both cracking and rutting. Improvements to this County maintained roadway will be of tremendous benefit to the community of Wakulla County.

Analysis:
County Road 61 (Shadeville Highway) is approximately 6.3 miles in length. This project stretches from State Road 61 (US 319) to Wakulla Springs Road. The scope of work will include resurfacing the entire 6.3 mile stretch of roadway. In addition, signage, striping and some drainage improvements will also be constructed. Intersection safety such as placement of rumble strips, horizontal and vertical curvature will also be evaluated and recommendations will be made to the County if any improvements need to be made.

Staff is requesting approval of the FDOT SCRAP Roadway Improvement Project Agreement for County Road 61 (Shadeville Highway) in the amount of $2,000,165.00. Staff is also requesting approval of the Preble Rish Task Order No. 15-131 for design services for County Road 61 (Shadeville Highway) in the amount of $200,016.00. Upon approval of this project an ITB will be advertised and will come back to the Board at a future meeting to be awarded for construction.

Budgetary Impact:
The only budgetary impact associated with this item will be approximately $100.00 for advertisement of the ITB in the Wakulla News. This Roadway Improvement and the Preble-Rish Task Order will be fully funded through the Florida Department of Transportation Incentive, SCRAP.

Options:
1. Approve the Resolution accepting the Small County Road Assistance Program (SCRAP) Agreement for Roadway Widening and Resurfacing for County Road 61 (Shadeville Highway) in the amount of $2,000,165 and approve Preble Rish Task Order No. 15-131 in the amount of $200,016.
2. Do not approve the Resolution accepting the Small County Road Assistance Program (SCRAP) Agreement for Roadway Widening and Resurfacing for County Road 61 (Shadeville Highway) in the amount of $2,000,165 and do not approve Preble Rish Task Order No. 15-131 in the amount of $200,016.
3. Board Direction.

Recommendation:
Option #1.

Attachment(s):
1. Resolution to Accompany SCRAP Agreement
2. Small County Road Assistance Program (SCRAP) Agreement for County Road 61
3. Preble-Rish Task Order No. 15-131

RESOLUTION 2015-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE "STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT FOR COUNTY ROAD 61 (SHADEVILLE HIGHWAY); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wakulla County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the resurfacing or reconstruction of County Road 61 (Shadeville Highway), from State Road 61 (US 319) to Wakulla Springs Road (the "Project"); and

WHEREAS, the State of Florida, Department of Transportation, is willing to provide the County with financial assistance under Financial Project No. 43325015401 for costs directly related to the resurfacing or reconstruction of County Road 61 (Shadeville Highway), from State Road 61 (US 319) to Wakulla Springs Road; and

WHEREAS, the State of Florida Department of Transportation, has requested that Wakulla County enter into a "State of Florida, Department of Transportation, Small County Road Assistance Program Agreement", attached hereto; and

WHEREAS, the State of Florida, Department of Transportation, Small County Road Assistance Program Agreement ", requires that a Resolution be passed by the Board of County Commissioners of Wakulla County, Florida, to execute and enter into the "State of Florida, Department of Transportation, Small County Road Assistance Program Agreement."

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wakulla County, Florida as follows:

Section 1. The Chairman of the Board of County Commissioners of Wakulla County, Florida, is authorized to enter into and execute the "State of Florida, Department of Transportation, Small County Road Assistance Program Agreement" for Financial Project No. 43325015401.

Section 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED at Wakulla County, Florida this _____ day of _____ _____, 2012.

WAKULLA COUNTY BOARD OF
COUNTY COMMISSIONERS

_____
RALPH THOMAS, Chairman

ATTEST:

_____
BRENT X. THURMOND, Clerk of Court

APPROVED AS TO FORM:

_____
HEATHER J. ENCINOSA,
County Attorney

SMALL COUNTY ROAD ASSISTANCE AGREEMENT

Financial Project No.: 43325015401
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this _____ day of _____, 20_____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Wakulla County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

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

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 43325015401, for costs directly related to the resurfacing or reconstruction of County Road 61 (Shadeville Highway) from SR 61 (US 319) to Wakulla Springs Road, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20_____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

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

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

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall

expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:	**TO COUNTY:**
Florida Department of Transportation	Wakulla County BOCC
Program Management	
1074 Highway 90	
Chipley Florida 32428	

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

i) Construction contract to be let on or before April 1, 2016.
ii) Construction to be completed on or before October 31, 2016.

B. The COUNTY agrees to complete the PROJECT on or before October 31, 2016. If the COUNTY 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 COUNTY 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.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of $2,000,165.00.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

☒ monthly, or
☐ once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit _____, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

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

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants 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. 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.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

P. In the event this contract for services is in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. 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.

S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

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

> "The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

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

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

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

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

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

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

B. MONITORING. In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not 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 COUNTY 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 COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

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

i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. If the COUNTY 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 COUNTY elects to have an audit conducted in accordance with the

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

iv. 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.

D. OTHER AUDIT REQUIREMENTS. The COUNTY 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.

E. REPORT SUBMISSION.

i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the

Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. RECORD RETENTION. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

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

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

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

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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

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

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

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

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

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

H. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page intentionally left blank.

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

Wakulla COUNTY, FLORIDA

ATTEST: _____(SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____(SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT _____

District Construction/Maintenance Engineer Approval:

_____

Legal Review:

_____

Availability of Funds Approval:

_____
(Date)

EXHIBIT A

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

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

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

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.
2.
3.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55.016	2,000,165.00

Compliance Requirements

1.
2.
3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.
2.
3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY.

EXHIBIT A

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	SMALL COUNTY ROAD ASSISTANCE PROGRAM
CSFA Number:	55.016
***Award Amount:**	$2,000,165.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.016 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.016 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "B"

SCOPE OF SERVICES

CR 365 (Shadeville Highway) is approximately 6.3 miles in length and stretches from SR 61 (US 319) to Wakulla Springs Road. The scope of work will include resurfacing the entire 6.3 mile stretch of roadway. In addition, signage, striping and some drainage improvements will also be constructed. Intersection safety such as placement of rumble strips, horizontal and vertical curvature will also be evaluated and recommendations will be made to the County if any improvements need to be made.

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file.

The Agency must provide a set of signed and sealed plans, scope of services, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to authorization to advertise. If Right-of-way activities become apparent, begin coordination with the Department at once.

Prior to award, the Agency must submit the name of the lowest responsible/responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. The Agency must have Department concurrence prior to advertising for construction services.

The Agency is required to send the preliminary schedule from the contractor.

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 execution of a Supplemental Agreement between the Dpeartment and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and exection of the Supplemental Agreement.

EXHIBIT "C"

DELIVERABLES

FINANCIAL PROJECT NO. 43325015401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Wakulla County referenced by the above Financial Project Number.

Schedule of Funding:

	FY _2016__	FY_____	FY_____	TOTAL
I. TOTAL PROJECT COST:	$2,000,165	$	$	$
Design	$ 200,016	$	$	$
Right of Way	$	$	$	$
Construction	$1,740,144	$	$	$
CEI	$ 60,005	$	$	$
II. PARTICIPATION:				
Maximum Department Participation	(___%) or $2,000,165	(___%) or $	(____%) $	(____%) $
Local Participation	(____%) or $	(____%) or $	(____%) or $	(____%) or $
In-Kind	$	$	$	$
Cash	$	$	$	$
Combination In-Kind/Cash	$	$	$	$
Waiver or Reduction	$	$	$	$
TOTAL PROJECT COST:	$2,000,165	$	$	$

Exhibit A
TASK ORDER NO. 15-131

PROFESSIONAL ENGINEERING SERVICES
For WAKULLA COUNTY

RESURFACING EXISTING LANES
COUNTY ROAD 61 (SHADEVILLE HIGHWAY) FROM STATE ROAD 61 (US319) TO WAKULLA SPRINGS ROAD
PREBLE-RISH, INC. PROJECT NO. 203.131

This Task Order is entered into pursuant to Contract for Professional Consulting Services entered into by and between the parties as of October 15, 2012. The terms of said Agreement apply to this Task Order.

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the Resurfacing of County Road 61 (Shadeville Highway) from State Road 61 (US 319) to Wakulla Springs Road for Wakulla County (County) acting by and through its Commission.

DESCRIPTION OF ENGINEERING SERVICES

SCOPE OF SERVICES

1.0 Surveying

1. Survey will be on NAVD 88 & State Plane coordinate system.
2. Provide topographic survey on fifty (50) foot sections, for 6.3 miles
3. Locate right of way where possible.
4. Locate existing above ground improvements.
5. Located existing utilities above ground and below as available.

2.0 Design & Permitting

1. Provide design according to the Manual of Uniform Minimum Standards for Design Constructive and Maintenance for Street and Highways commonly known as the “Florida Green Book”.
2. Provide plan sheets and cross sections.
3. Provide signing and marking plans in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).
4. Provide permitting as necessary to meet Northwest Florida Water Management District (NWFWMD) exemption requirements.

3.0 Construction Administration

1. Prepare specifications and bid documents.
2. Review bids and make recommendation on award.
3. Prepare project close out documents.
4. Coordinate with FDOT as required.

4.0 Deliverables

1. Two (2) sets of signed and sealed topographic survey.
2. Two (2) sets of 90 % construction drawings for review and comment.
3. Two (2) sets of 100 % constructions drawings and bid documents.
4. Attend three (3) owner’s meetings.

5.0 Exclusions

1. Right of Way verification.
2. Title searches or opinions.
3. Construction stake out surveying.
4. Constructing as-built surveys.
5. Construction Inspection Services

6.0 Professional Services Fees

PRI will provide the services listed above for a lump sum fee of: **$200,016.00**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

Address for Correspondence

36 Jasper Thomas Road

Crawfordville, FL 32327

By: _____

Name and Title: Justin Ford, P.E., Project Manager

Witnessed: _____

Date: _____

WAKULLA COUNTY, FLORIDA

Board of County Commissioners

P.O. Box 1263

Crawfordville, FL 32326

By: _____

Name and Title: _____

Witnessed: _____

Date: _____