

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, SEPTEMBER 20, 2022  
9:00 A.M.

201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE

**CONFERENCE LINE: 1-917-900-1022**  
**ACCESS CODE: 32347#**

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO  
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG  
DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below  
instructions:

If you wish to speak please dial \*5. The moderator will unmute your line when it is your turn to  
speak, and notify you by announcing the last 4 digits of your telephone number. Please  
announce your name and address. You will be allowed to speak for 3 minutes.

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES  
286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER  
CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE  
MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF  
THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE  
TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE  
BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN  
AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.  
A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED  
ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
6. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO WAIVE TWENTY-FIVE (25) BOAT RAMP FEES FOR THE HOOKED ON HEROES-TAKE A VETERAN FISHING EVENT SCHEDULED FOR SATURDAY, OCTOBER 1, 2022, AS AGENDAED BY COMMISSIONER NEWMAN.
7. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE MEMORANDUM OF UNDERSTANDING WITH DOCTORS' MEMORIAL HOSPITAL TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT NO. P00021 WITH THE VETERANS ADMINISTRATOR FOR YEAR 3 OF 5 OF THE LEASE FOR THE VA CLINIC, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE, ADMINISTERED BY HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR PLANNING SERVICES WITH THE NORTH FLORIDA REGIONAL PLANNING COUNCIL (NFRPC), AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
11. THE BOARD TO CONSIDER APPROVAL OF ANNUAL CORE CONTRACT WITH THE FLORIDA DEPARTMENT OF HEALTH, AS AGENDAED BY TONYA HOBBY, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT.

12. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES FOR THE FIREFIGHTER ASSISTANCE GRANT PROGRAM, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
13. THE BOARD TO CONSIDER ACCEPTANCE OF THE EDWARD BRYNE MEMORIAL JUSTICE ACCEPTANCE GRANT AND EXECUTION OF 51% LETTER, AS AGENDAED BY MARTY TOMPKINS, UNDERSHERIFF.

BIDS/PUBLIC HEARINGS:

14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), TO BE HELD AT THE ORIGINAL PUDDING CREEK SITE.

PUBLIC REQUESTS:

15. TRI COUNTY ELECTRICAL CO-OP TO PRESENT BROADBAND TO THE HOME UPDATE.
16. CHRIS SCHMIDT, CEO, DOCTORS' MEMORIAL HOSPITAL (DMH), TONYA HOBBY, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT AND MARTINE YOUNG, OPERATIONS MANAGER, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPEAR TO PRESENT 2022 COMMUNITY HEALTH NEEDS ASSESSMENT.
17. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE BIG BEND WATER AUTHORITY BOARD, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

18. THE BOARD TO CONSIDER ACCEPTING A GRANT AWARD FROM THE FLORIDA OFFICE OF CRIMINAL JUSTICE GRANTS, TO ADD EXTENSION TO THE TAYLOR COUNTY JAIL, AS AGENDAED BY THE UNDERSHERIFF.

COUNTY STAFF ITEMS:

19. THE BOARD TO CONSIDER PURSUIT OF FURTHER LEGAL ACTION CONCERNING A CODE ENFORCEMENT CASE AT 1107 VAUGHN LANE IN STEINHATHCEE, DUE TO AN EXCESSIVE ACCUMULATION OF FINES, AS AGENDAED BY THE BUILDING OFFICIAL.

20. THE BOARD TO CONSIDER PURSUIT OF FURTHER LEGAL ACTION CONCERNING A CODE ENFORCEMENT CASE AT 1510 EZELL BEACH ROAD, DUE TO AN EXCESSIVE ACCUMULATION OF FINES, AS AGENDAED BY THE BUILDING OFFICIAL.
21. THE BOARD TO CONSIDER APPOINTMENT OF FIVE (5) MEMBERS TO THE TAYLOR COUNTY LICENSING BOARD, AS AGENDAED BY THE BUILDING OFFICIAL.
22. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH LIVE OAK PEST CONTROL SERVICES, AS AGENDAED BY THE BUILDING OFFICIAL.
23. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSFER AND MAINTENANCE AGREEMENT FOR THE DENNIS HOWELL ROAD BRIDGE REPLACEMENT AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
24. THE BOARD TO CONSIDER APPROVAL OF SOLICITATION AND ADVERTISEMENT FOR STATEMENT OF QUALIFICATIONS (SOQS) FOR AIRPORT CONTINUING PROFESSIONAL ENGINEERING CONSULTANT SERVICES AT PERRY-FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS WRITER.

COUNTY ATTORNEY ITEMS:

25. THE COUNTY ATTORNEY TO DISCUSS EMAIL RECEIVED FROM ERIC ROMANO, ROMANO LAW GROUP, REGARDING DEVELOPMENTS IN THE OPIOD LITIGATION.

COUNTY ADMINISTRATOR ITEMS:

26. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
27. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
28. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn



**FOR YOUR INFORMATION:**

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

[www.taylorcountygov.com](http://www.taylorcountygov.com)

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$15,926	003-3344127	FDOT Light/Signage Runway
Expenditures:		
\$15,926	0552-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 20th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

Grant funding at FYE21 - not budgeted in FY22 Budget

✓

SUNGARD PENTAMATION, INC.  
DATE: 09/11/2022  
TIME: 10:48:17

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT21

SELECTION CRITERIA: exp!edgr.key\_orgn='0552'  
ACCOUNTING PERIODS: 1/21 THRU 13/21

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 003 - AIRPORT FUND  
FD/DEPT - 0552 - FDOT-LIGHT/SIGNAGE RUNWAY

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
003-540-542-0552-0552 - FDOT-LIGHT/SIGNAGE RUNWAY									
53401		CONTRACTUAL SERVICES			.00	.00	.00	BEGINNING BALANCE	
10/01/20	11-1				200,000.00			POSTED FROM BUDGET SYSTEM	
02/15/21	13-5				50,000.00			FYE20 GRANT FUNDING	
02/22/21	17-5	20210754-01		5997 AVCON, INC.			250,000.00	PLANNING, DESIGN, SURVEY,	
03/01/21	21-6	20210754-01	64815	5997 AVCON, INC.		24,720.00	-24,720.00	PLANNING, DESIGN, SURVEY,	
03/01/21	21-6	20210754-01	64815	5997 AVCON, INC.		14,611.00	-14,611.00	PLANNING, DESIGN, SURVEY,	
03/01/21	21-6	20210754-01	64815	5997 AVCON, INC.		24,575.00	-24,575.00	PLANNING, DESIGN, SURVEY,	
03/01/21	21-6	20210754-01	64815	5997 AVCON, INC.		98,165.00	-98,165.00	PLANNING, DESIGN, SURVEY,	
04/20/21	21-7	20210754-01	65114	5997 AVCON, INC.		36,539.00	-36,539.00	PLANNING, DESIGN, SURVEY,	
06/07/21	21-9	20210754-01	65468	5997 AVCON, INC.		10,625.00	-10,625.00	PLANNING, DESIGN, SURVEY,	
09/21/21	21-12	20210754-01	66105	5997 AVCON, INC.		24,839.00	-40,765.00	PLANNING, DESIGN, SURVEY,	
TOTAL		CONTRACTUAL SERVICES			250,000.00	234,074.00	.00		15,926.00
TOTAL TOTL/DEPT - FDOT-LIGHT/SIGNAGE RUNWAY					250,000.00	234,074.00	.00		15,926.00
TOTAL FUND - AIRPORT FUND					250,000.00	234,074.00	.00		15,926.00
TOTAL REPORT					250,000.00	234,074.00	.00		15,926.00

Per Jami - received one more  
invoice For Grant -

DWelch

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of request to waive 25 boat ramp fees for the Hooked On Heroes-Take a Veteran Fishing event to be held on October 1, 2022.

MEETING DATE REQUESTED:

September 20, 2022

Statement of Issue: To waive boat ramp fees for all participants during event.

Recommended Action: Approve

Fiscal Impact: \$125

Budgeted Expense: N/A

Submitted By: Michael Newman, County Commissioner District 3

Contact:

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Hooked on Heroes is a non-profit organization that serves Veterans of all branches. This request would waive additional fees for all participants.

Options: Approve/not approve

Attachments:

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

The Board to ratify the signature of the County Administrator on the Memorandum of Understanding with Doctors Memorial Hospital to Provide Health Care Services to Low Income Individuals.

**MEETING DATE REQUESTED:**

9/20/2022

**Statement of Issue:** To ratify signature on Memorandum of Understanding with Doctors' Memorial Hospital, Inc. .

**Recommended Action:** Ratify the County Administrator's Signature

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** (850) 838-3500 ext. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The MOU must be in place with DMH to properly recertify in HRSA's 340B Drug Program, which is essential to DMH. Due to the time sensitive nature of the required signature, the County Attorney reviewed and the County Administrator signed.

**Options:**

**Attachments:** Signed MOU  
Email from County Attorney and CEO of DMH





**MEMORANDUM OF UNDERSTANDING TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS**

NOW COME the parties, Doctors' Memorial Hospital, Inc. ("**Hospital**"), and Taylor County Board of County Commissioners ("**TCBCC**") enter into this Agreement of the 1<sup>st</sup> day of September 2022 stating as follows:

WHEREAS, It is the mission of the Hospital to provide excellent health and healing services for our community, and

WHEREAS, As a part of that mission, the Board of Directors of Doctors' Memorial Hospital, Inc. has made a commitment to provide free and reduced cost services to residents of our community who do not have the ability to pay, in accordance with the hospital's current Charity Policy, for urgent and/or emergent services, and

WHEREAS, Taylor County, Florida includes low-income individuals, who are not entitled to benefits under title XVIII of the Social Security Act or eligible for assistance under the State Plan under that title,

WHEREAS, Doctors' Memorial Hospital, Inc. desires to participate in the drug discount program established under Section 340B of the Public Health Service Act (the 340B Program).

WHEREAS, In order to participate in the 340B Program, Doctors' Memorial Hospital, Inc. must enter into an agreement with a unit of the state or local government pursuant to which Doctors' Memorial Hospital, Inc. commits to provide health care services to low income individuals residing in Taylor County who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients.

NOW THEREFORE, the parties AGREE as follows:

1. Doctors' Memorial Hospital, Inc. will provide health care services to low income individuals residing in Taylor County, Florida, who are not entitled to benefits under title XVIII of the Social Security Act or eligible for assistance under the State Plan under that title in accordance with the hospital's current Financial Assistance/Charity Care policy.
2. Taylor County Board of County Commissioners shall have no obligations under this agreement.
3. Either party may terminate this Memorandum of Understanding with thirty (30) days written notice to the other party.

DOCTORS' MEMORIAL HOSPITAL, INC.

TAYLOR COUNTY BOARD OF COUNTY  
COMMISSIONERS

Signature: \_\_\_\_\_

Signature: LaWanda Pemberton

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

Name: LaWanda Pemberton

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

Title: County Administrator

## LaWanda Pemberton

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**From:** The Bishop Law Firm <lawbishop@fairpoint.net>  
**Sent:** Friday, September 2, 2022 11:14 AM  
**To:** LaWanda Pemberton  
**Cc:** gknowles@taylorclerk.com  
**Subject:** RE: DMH TCBCC MOU 340B HRSA

LaWanda:

I have reviewed this Agreement and it is okay by me.

Thank you and I hope you are doing fine.

Conrad C. Bishop, Jr.

**From:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Sent:** Wednesday, August 31, 2022 4:26 PM  
**To:** The Bishop Law Firm <lawbishop@fairpoint.net>  
**Subject:** FW: DMH TCBCC MOU 340B HRSA  
**Importance:** High

Good afternoon,

Could you possibly review the attached MOU asap for Doctors Memorial Hospital ? They must have in place asap and are asking me to add to the September 6<sup>th</sup> agenda.

Thank you !  
LaWanda

**From:** Chris Schmidt [<mailto:CSchmidt@doctorsmemorial.com>]  
**Sent:** Wednesday, August 31, 2022 4:16 PM  
**To:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Cc:** [bellison@doctorsmemorial.com](mailto:bellison@doctorsmemorial.com)  
**Subject:** DMH TCBCC MOU 340B HRSA  
**Importance:** High

Good afternoon LaWanda,

As promised, attached is the MOU required of DMH in order to properly re-certify in HRSA's 340B Drug program. Again, the federal program allows DMH to take part in purchasing medications at a reduced rate. This program is essential to the viability of DMH. DMH has been an active participant since Jan 2021.

Please review the following MOU. We learned for re-certification this document must be on file. Please also contact either Bonnie or I, if you or anyone at the County has any questions. As I stated there is a very quick turnaround I believe Sept 7<sup>th</sup>.

Thank you again LaWanda.

R/Chris

*Christopher Schmidt DNP, APRN, ACNP-BC, CPHQ*

*Chief Executive Officer*

*Doctors' Memorial Hospital, Inc.*

*333 N. Byron Butler Pkwy, Perry, FL 32347*

*(850)-584-0886 (o)*

*(386)-871-9770 (c)*





# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

**SUBJECT/TITLE:**


The Board to consider the approval of lease amendment No. P00021 with the Veteran's Administration.

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** To continue VA clinic lease

**Recommended Action:** Approve

**Fiscal Impact:** \$12,854.28 lease received

**Budgeted Expense:** Yes

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 850-838-3500 ext. 6

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** These supplemental agreements are for year 3 of 5 year lease option for leasing of the VA Clinic in Perry. This clinic provides VA services directly in Taylor County.

**Options:** Approve/ Not Approve

**Attachments:** Supplemental agreement

<b>US DEPARTMENT OF VETERANS AFFAIRS</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT NO. P00021
	TO LEASE NO. VA248-13-L-0077
<b>ADDRESS OF PREMISES</b> PERRY VA CLINIC 1224 NORTH PEACOCK AVENUE none none PERRY FL 32347	

THIS AMENDMENT is made and entered into between  
 TAYLOR, COUNTY OF  
 whose address is

201 E GREEN ST

PERRY FL 32347

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
 WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby  
 acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2022 as follows:

In accordance with GSAR 570.401, Renewal Options, this Supplemental Lease Agreement is issued to exercise the Lease  
 option year three (3) out of five (5) from October 1, 2022 through September 30, 2023 at the annual rate of  
 \$12,854.28 for the 1,586 net usable square feet for the leased property above. Monthly lease  
 payments will be paid in arrears.

Notwithstanding anything to the contrary, contained in this Lease, the Government may terminate this Lease,  
 in whole or in part by giving a 60 days written notice to the Lessor. The effective date of such termination shall  
 be the first calendar day occurring after such 90 days. If this Lease is terminated, the Government shall be liable  
 only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination.

This Lease Amendment contains one pages.  
 All other terms and conditions of the lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
 Name: Sibyl Graham  
 Title: Lease Contracting Officer  
 Department of Veterans Affairs  
 Date: \_\_\_\_\_

SIBYL E.  
 GRAHAM  
 328755

SIBYL E. GRAHAM 328755  
 2022.08.24 16:57:27 -04'00'

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER APPROVAL OF A RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE ADMINISTERED BY HUNT INSURANCE GROUP.**

**MEETING DATE REQUESTED:**

**SEPTEMBER 20, 2022**

**Statement of Issue:** TO ENTER INTO A ONE YEAR RENEWAL OF CATASTROPHIC INMATE MEDICAL INSURANCE

**Recommended Action:** APPROVE OPTION 1

**Fiscal Impact:** 24,537.60

**Budgeted Expense:** YES

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINSTRATOR

**Contact:** 850-838-3500 EXT. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE CATASTROPHIC INMATE MEDICAL POLICY PROVIDE FOR PER INMATE DEDUCTIBLE OF \$40,000, A PER INMATE COVERAGE LIMIT OF \$250,000 AND A POLICY MAXIMUM OF \$100,000 FOR COVERED EXPENSES/CONDITIONS. THIS POLICY WILL FOR 45% OF ELIGIBLE BILLED CHARGES. STAFF WILL CONTINUE TO NEGOTIATE WITH PROVIDERS TO PROVIDE DISCOUNTS FOR MEDICAL CARE.

**Options:** APPROVE/NOT APPROVE

**Attachments:** POLICY PERIOD OFFER





Date of Proposal: August 30, 2022  
 Proposed Insured: Taylor County Jail and Taylor County BOCC  
 City, State: Perry, FL  
 Facilities Include: Lafayette County Jail (Mayo, FL), Dixie County Jail (Cross City, FL)  
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent  
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.  
 Policy Form: Stop-Loss  
 Effective Date: October 1, 2022  
 Number of Inmates: 120

Specific Coverage:	Option 1	Option 2
Per Inmate Deductible:	\$40,000	\$40,000
Per Inmate Coverage Limit:	\$250,000	\$250,000
Policy Maximum:	\$1,000,000	\$1,000,000
Rate Per Inmate Per Month:	\$17.04	\$14.49
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:	
In-Patient Hospital Services:	Lesser of the Amount Paid or 45% of Eligible Billed Charges.	The repriced amount under OMCCP, plus OMCCP fees to a max of \$25,000 per inmate that are based on a percentage of savings; fees based on a per inmate per month rate are ineligible for reimbursement.
Outpatient Hospital Services:		
Physician Services:		
Outpatient Diagnostic and Lab Services:		
Ambulance Services:		
Medical Services and Supplies:	Lesser of the Amount Paid or 150% of Medicare	
Dialysis:		
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay	
Benefits/Exclusions:		
Prior-to-Booking/In-Pursuit:	Included	Included
Security & Guarding:	Optional - Excluded	Optional - Excluded
Dental:	Optional - Excluded	Optional - Excluded
HIV/AIDS:	Included	Included
Pregnancy:	Included (Inmate Only)	Included (Inmate Only)
Specialty Drugs:	Excluded	Excluded
Substance Abuse:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage	
Mental and Nervous Disorders:		
Total Premium:	\$24,537.60	\$20,865.60

Desired Coverage (check one): ☐ Option 1 ☐ Option 2

#### Terms and Conditions

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:
 

From:	To:
Claims Incurred: 10/01/2022	09/30/2023
Claims Reported: 10/01/2022	03/31/2024
Claims Submitted: 10/01/2022	03/31/2024
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by 9/30/2022, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Off-Site Medical Cost Control Program*	Options**	Fee Selection Summary	Additional Premium Due at Binding	Select
The Off-site Medical Cost Control Program (OMCCP) supplements the insurance to achieve maximum savings by reducing the bills before they have been paid, preferably to Medicaid-based rates. It is billed separately from the insurance.	Fee Option 1:	A flat fee of \$10.00 per inmate per month (PIPM), paid on an annual basis.	\$14,400.00	<input type="checkbox"/>
	Fee Option 2:	15% of savings, not to exceed the provider payable amount.	\$0.00	<input type="checkbox"/>
	Fee Option 3:	A flat fee of \$8.00 per inmate per month (PIPM), paid on an annual basis, plus 12% of savings for catastrophic claims over \$40,000, not to exceed the provider's payable amount.	\$11,520.00	<input type="checkbox"/>

\*Enrollment requires Master Participation Agreement

\*\*Flat fees are not eligible for reimbursement under the terms and conditions of the insurance policy

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Prospective Insured: \_\_\_\_\_



Catastrophic Inmate Medical Insurance Administered by Hunt Insurance Group, LLC

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**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to consider approval of annual contract with North Central Florida Regional Planning Council (NCFRPC) for Planning Services

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for 2022/2023.

**Recommended Action:** Approve contract.

**Fiscal Impact:** \$12,500

**Budgeted Expense:** Yes

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The NCFRPC has provided planning services for the County through a contractual agreement for numerous years. The services provided include, but are not limited to, Future Land Use Map amendment processing, statutorily required comprehensive plan amendment processing, land development code amendment processing, public notice preparation for legal and display advertisements, state agency notification of amendments, data and analysis calculations for required amendments, concurrency calculation review for amendments, negotiation with the Department of Economic Opportunity and consultation with county staff. The contract price was at one time \$23,500; however, due to the budgetary constraints faced by the County, the Council agreed to continue to perform the service for \$12,500.

Planning staff deems a contractual agreement with the Planning Council to be a necessity for operation of the planning responsibilities of the County. The actions performed by the Council for previous issues, such as; Evaluation & Appraisal Reports, capital improvement amendment, public school facilities element and associated interlocal agreement has allowed the county to move forward without acting in a reactionary manner and not being subject to the repercussions of missed deadlines that are common with such mandated amendments.

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$12,500 for 2022/2023.

- Options:**
1. Approve contract.
  2. Choose not to approve contract.

**Attachments:** Copy of contract.





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August 26, 2022

Ms. LaWanda Pemberton  
County Administrator  
Taylor County  
201 East Green Street  
Perry, FL 32347-2737

RE: Fiscal Year 2023  
Agreement Between the County and the Planning Council  
for Local Government Comprehensive Planning Services

Dear LaWanda:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to provide comprehensive planning services to the County for Fiscal Year 2023 in the amount of \$12,500. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the County, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County's files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP  
Executive Director

Enclosures

xc: William D. Griner, County Building Official (letter only)

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Dedicated to improving the quality of life of the Region's citizens,  
by enhancing public safety, protecting regional resources,  
promoting economic development and providing technical services to local governments.

FISCAL YEAR 2023

~~LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES~~

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2022 and shall end on September 30, 2023. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

## ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

## ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

## ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

## ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

## ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

## ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY

Attest:

Seal


\_\_\_\_\_  
Gary Knowles  
County Clerk


\_\_\_\_\_  
Thomas Demps  
Chair

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

  
\_\_\_\_\_  
Scott R. Koons  
Executive Director

  
\_\_\_\_\_  
Anthony Adams  
Chair

APPENDIX A  
SCOPE OF SERVICES  
FOR THE  
FISCAL YEAR 2023  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Tonya Hobby, Administrator to request approval of the annual Core Contract between the Florida Department of Health in Taylor County and the Taylor Board of County Commissioners.

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** This agenda item requests Board approval of the annual core contract with Florida Department of Health in Taylor County.

**Recommended Action:** Approval of Core Contract

**Fiscal Impact:** \$50,000

**Budgeted Expense:** Yes

**Submitted By:** Racheal Faglie or Tonya Hobby

**Contact:** Racheal Faglie or Tonya Hobby (850) 584-5087

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** As required by Florida Statutes we are required to enter into an annual agreement known and the Core Contract. This agreement is between the BOCC and the health department outlining the fiscal and service responsibilities that both parties will perform. The Core Contract has boilerplate language where no changes have been made and it is the language that has been used in previous years.

**Options:** 1. Approval  
2. Disapproval

**Attachments:** Core Contract with Attachments

**CONTRACT BETWEEN  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
TAYLOR COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2022-2023**

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Taylor County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2022. State and County are jointly referred to as the "parties".

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Taylor County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2022, through September 30, 2023, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include



those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING**. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed **\$ 1,534,511** (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash, or local contributions*) as provided in Attachment II, Part II is an amount not to exceed **\$50,000** (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Taylor County  
1215 N Peacock Avenue  
Perry, FL 32347

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and
- iii.* Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Taylor County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and
- ii.* A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2023, for the reporting period of October 1, 2022, through December 31, 2022; and
- ii.* June 1, 2023, for the reporting period of October 1, 2022, through March 31, 2023; and
- iii.* September 1, 2023, for the reporting period of October 1, 2022 through June 30, 2023; and
- iv.* December 1, 2023, for the reporting period of October 1, 2022 through September 30, 2023.

7. **FACILITIES AND EQUIPMENT.** The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. The CHD is responsible for costs of fuel, maintenance and repair of vehicles used for CHD operations. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the fiscal year beginning July 1, 2022, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

Racheal L Faglie

Name

Business Manager

Title

1215 N Peacock Avenue

Perry, Florida 32347

Address

Racheal.faglie@flhealth.gov

Email Address

(850) 584-5087

Telephone

For the County:

LaWanda Pemberton

Name

County Administrator

Title

201 E Green Street

Perry, Florida 32347

Address

lpemberton@taylorcountygov.com

Email Address

(850)838-3500

Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one pages), Attachment IV (one pages), and Attachment V (one pages), to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October 2022.

**BOARD OF COUNTY COMMISSIONERS  
FOR TAYLOR COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SIGNED BY:** \_\_\_\_\_

**NAME:** Thomas Demps

**TITLE:** Chairman

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

**SIGNED BY:** \_\_\_\_\_

**NAME:** Joseph A. Ladapo, M.D., Ph.D.

**TITLE:** State Surgeon General

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

**ATTESTED TO:**

**SIGNED BY:** \_\_\_\_\_

**NAME:** Gary Knowles D.C.

**TITLE:** Clerk of Courts

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

**SIGNED BY:** \_\_\_\_\_

**NAME:** Tonya Hobby

**TITLE:** CHD Director or Administrator

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

**ATTACHMENT I**  
**TAYLOR COUNTY HEALTH DEPARTMENT**  
**PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING**  
**COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS**

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization



- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4\* and DHP 50-21\*
  8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.  
  
Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
  9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
  10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
  11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
  12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

\*or the subsequent replacement if adopted during the contract period.

**ATTACHMENT II**  
**TAYLOR COUNTY HEALTH DEPARTMENT**  
**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/22	0	252942	252942
2. Drawdown for Contract Year October 1, 2022 to September 30, 2023	0	3024	3024
3. Special Capital Project use for Contract Year October 1, 2022 to September 30, 2023	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2022 to September 30, 2023	0	255966	255966

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

# ATTACHMENT II

## TAYLOR COUNTY HEALTH DEPARTMENT

### Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>					
015040 CHD - TB COMMUNITY PROGRAM	14,442	0	14,442	0	14,442
015040 FAMILY PLANNING GENERAL REVENUE	33,723	0	33,723	0	33,723
015040 PRIMARY CARE PROGRAM	112,960	0	112,960	0	112,960
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	52,000	0	52,000	0	52,000
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	72,514	0	72,514	0	72,514
015050 CHD GENERAL REVENUE NON-CATEGORICAL	476,126	0	476,126	0	476,126
<b>GENERAL REVENUE TOTAL</b>	<b>761,765</b>	<b>0</b>	<b>761,765</b>	<b>0</b>	<b>761,765</b>
<b>2. NON GENERAL REVENUE - STATE</b>					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	1,021	0	1,021	0	1,021
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	136,482	0	136,482	0	136,482
015010 CESSATION TREATMENT AND COUNSELING	6,667	0	6,667	0	6,667
015010 TOBACCO STATE & COMMUNITY HEALTHY BABY	10,000	0	10,000	0	10,000
<b>NON GENERAL REVENUE TOTAL</b>	<b>154,170</b>	<b>0</b>	<b>154,170</b>	<b>0</b>	<b>154,170</b>
<b>3. FEDERAL FUNDS - STATE</b>					
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	31,587	0	31,587	0	31,587
007000 STRENGTHENING STD PREVENTION AND CONTROL	25,966	0	25,966	0	25,966
007000 ELC COVID ENHANCED DETECTION EXPANSION GRANT	125,997	0	125,997	0	125,997
007000 FAMILY PLANNING TITLE X - GRANT	12,461	0	12,461	0	12,461
007000 HEALTH DISPARITIES GRANT COVID-19	70,758	0	70,758	0	70,758
007000 HEART - PREVENT & MGT	2,723	0	2,723	0	2,723
007000 IMMUNIZATION & VFC COVID RESPONSE FOR VACCINES	6,134	0	6,134	0	6,134
007000 INFANT MORTALITY	12,307	0	12,307	0	12,307
007000 IMMUNIZATION ACTION PLAN	2,625	0	2,625	0	2,625
007000 MCH SPECIAL PROJECT PRAMS	7,032	0	7,032	0	7,032
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	84,813	0	84,813	0	84,813
007000 AIDS PREVENTION	22,928	0	22,928	0	22,928
015075 SUPPLEMENTAL SCHOOL HEALTH	213,245	0	213,245	0	213,245
<b>FEDERAL FUNDS TOTAL</b>	<b>618,576</b>	<b>0</b>	<b>618,576</b>	<b>0</b>	<b>618,576</b>
<b>4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE</b>					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	14,143	0	14,143	0	14,143
001092 ON SITE SEWAGE DISPOSAL PERMIT FEES	56,000	0	56,000	0	56,000
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	4,000	0	4,000	0	4,000
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	500	0	500	0	500
001206 SEPTIC TANK RESEARCH SURCHARGE	725	0	725	0	725
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	125	0	125	0	125
001206 DRINKING WATER PROGRAM OPERATIONS	117	0	117	0	117
001206 REGULATION OF BODY PIERCING SALONS	15	0	15	0	15
001206 TANNING FACILITIES	52	0	52	0	52
001206 ONSITE SEWAGE TRAINING CENTER	225	0	225	0	225
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	84	0	84	0	84

# ATTACHMENT II

## TAYLOR COUNTY HEALTH DEPARTMENT

### Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206 MOBILE HOME & RV PARK FEES	362	0	362	0	362
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	76,348	0	76,348	0	76,348
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	7,005	7,005	0	7,005
001148 CHD CLINIC FEES	0	16,270	16,270	0	16,270
MEDICAID TOTAL	0	23,275	23,275	0	23,275
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	12,695	12,695
PHARMACY DRUG PROGRAM	0	0	0	935	935
WIC PROGRAM	0	0	0	664,137	664,137
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	2,370	2,370
IMMUNIZATIONS	0	0	0	5,107	5,107
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	685,244	685,244
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	50,000	50,000	0	50,000
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	50,000	50,000	0	50,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	49,125	49,125	0	49,125
001094 CHD LOCAL ENVIRONMENTAL FEES	0	22,763	22,763	0	22,763
001110 VITAL STATISTICS CERTIFIED RECORDS	0	39,000	39,000	0	39,000
FEES AUTHORIZED BY COUNTY TOTAL	0	110,888	110,888	0	110,888
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	54,813	54,813	0	54,813
011001 CHD HEALTHY START COALITION CONTRACT	0	96,748	96,748	0	96,748
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	98,565	98,565	0	98,565
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-3,024	-3,024	0	-3,024
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	247,102	247,102	0	247,102
12. ALLOCABLE REVENUE - COUNTY					
	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0

# ATTACHMENT II

## TAYLOR COUNTY HEALTH DEPARTMENT

### Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>13. BUILDINGS - COUNTY</b>					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
<b>BUILDINGS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
<b>OTHER COUNTY CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL CHD PROGRAM</b>	<b>1,610,859</b>	<b>431,265</b>	<b>2,042,124</b>	<b>685,244</b>	<b>2,727,368</b>

**ATTACHMENT II**

**TAYLOR COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service**

**October 1, 2022 to September 30, 2023**

	Quarterly Expenditure Plan								Grand Total	
	FTE's	Clients	Services/	1st	2nd	3rd	4th	State		County
	(0.00)	Units	Visits	(Whole dollars only)						
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	0.20	40	42	6,819	5,846	6,819	5,846	19,955	5,375	25,330
SEXUALLY TRANS. DIS. (102)	1.09	160	209	23,601	20,235	23,601	20,235	79,142	8,530	87,672
HIV/AIDS PREVENTION (03A1)	0.12	0	0	2,320	1,989	2,320	1,989	8,618	0	8,618
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.18	0	0	3,109	2,666	3,109	2,665	11,549	0	11,549
ADAP (03A4)	0.25	0	0	3,923	3,364	3,923	3,364	14,574	0	14,574
TUBERCULOSIS (104)	0.46	138	141	11,076	9,496	11,076	9,497	39,325	1,820	41,145
COMM. DIS. SURV. (106)	2.86	0	1	45,486	38,998	45,486	38,999	168,969	0	168,969
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.29	0	1	29,578	25,358	29,578	25,358	109,872	0	109,872
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.77	3,521	7,308	9,802	8,404	9,802	8,404	0	36,412	36,412
COMMUNICABLE DISEASE SUBTOTAL	7.22	3,859	7,702	135,714	116,356	135,714	116,357	452,004	52,137	504,141
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	1.38	0	0	30,567	26,207	30,567	26,206	113,547	0	113,547
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	2.64	0	0	49,537	42,470	49,537	42,470	184,014	0	184,014
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	1.74	187	301	40,924	35,087	40,924	35,087	125,022	27,000	152,022
IMPROVED PREGNANCY OUTCOME (225)	0.57	38	195	24,469	20,978	24,469	20,978	74,744	16,150	90,894
HEALTHY START PRENATAL (227)	3.17	260	1,287	65,091	55,806	65,091	55,807	0	241,795	241,795
COMPREHENSIVE CHILD HEALTH (229)	0.06	8	8	1,338	1,147	1,338	1,146	4,069	900	4,969
HEALTHY START CHILD (231)	0.00	0	0	0	0	0	0	0	0	0
SCHOOL HEALTH (234)	7.07	0	63,886	125,261	107,393	125,261	107,393	410,495	54,813	465,308
COMPREHENSIVE ADULT HEALTH (237)	0.86	97	102	16,546	14,186	16,546	14,185	55,154	6,309	61,463
COMMUNITY HEALTH DEVELOPMENT (238)	0.83	0	0	24,093	20,656	24,093	20,655	89,497	0	89,497
DENTAL HEALTH (240)	0.00	0	0	286	245	286	245	0	1,062	1,062
PRIMARY CARE SUBTOTAL	18.32	590	65,779	378,112	324,175	378,112	324,172	1,056,542	348,029	1,404,571
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	4	3	4	3	0	14	14
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.02	9	18	488	418	488	418	675	1,137	1,812
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.01	0	0	595	510	595	511	1,497	714	2,211
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	1.41	278	418	25,833	22,148	25,833	22,147	74,697	21,264	95,961
Group Total	1.44	287	436	26,920	23,079	26,920	23,079	76,869	23,129	99,998
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.06	0	0	991	849	991	849	3,680	0	3,680

## ATTACHMENT II

## TAYLOR COUNTY HEALTH DEPARTMENT

## Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2022 to September 30, 2023

	Quarterly Expenditure Plan									Grand Total
	FTE's	Clients	Services/	1st	2nd	3rd	4th	State	County	
	(0.00)	Units	Visits	(Whole dollars only)						
FOOD HYGIENE (348)	0.07	60	79	1,243	1,065	1,243	1,065	3,763	853	4,616
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.01	0	0	381	326	381	326	0	1,414	1,414
MIGRANT LABOR CAMP (352)	0.01	3	6	257	220	257	219	953	0	953
HOUSING & PUB. BLDG. (353)	0.00	0	0	6	6	6	6	0	24	24
MOBILE HOME AND PARK (354)	0.06	36	69	1,023	877	1,023	876	2,734	1,065	3,799
POOLS/BATHING PLACES (360)	0.10	38	110	2,000	1,714	2,000	1,714	5,728	1,700	7,428
BIOMEDICAL WASTE SERVICES (364)	0.07	37	33	1,300	1,115	1,300	1,115	2,381	2,449	4,830
TANNING FACILITY SERVICES (369)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.38	174	297	7,201	6,172	7,201	6,170	19,239	7,505	26,744
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	78	67	78	67	0	290	290
PUBLIC SEWAGE (362)	0.00	0	0	2	2	2	3	0	9	9
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	40	35	40	35	0	150	150
RABIES SURVEILLANCE (366)	0.00	0	0	4	4	4	4	0	16	16
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	124	108	124	109	0	465	465
ENVIRONMENTAL HEALTH SUBTOTAL	1.82	461	733	34,245	29,359	34,245	29,358	96,108	31,099	127,207
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	1,670	1,432	1,670	1,433	6,205	0	6,205
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	1,670	1,432	1,670	1,433	6,205	0	6,205
TOTAL CONTRACT	27.36	4,910	74,214	549,741	471,322	549,741	471,320	1,610,859	431,265	2,042,124



### **ATTACHMENT III**

#### **TAYLOR COUNTY HEALTH DEPARTMENT**

#### **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE**

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.
2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.



**Attachment IV**

**Fiscal Year - 2022 - 2023**

**Taylor County Health Department**

**Facilities Utilized by the County Health Department**

<b>Complete Location</b> (Street Address, City, Zip)	<b>Facility Description</b> <b>And Official Building</b> <b>Name (If applicable)</b> (Admin, Clinic, Envrn Hlth, etc.)	<b>Lease/ Agreement Number</b>	<b>Type of Agreement</b> (Private Lease thru State or County, other - please define)	<b>Complete Legal Name of Owner</b>	<b>SQ Feet</b>	<b>Employee Count</b> (FTE/OPS/ Contract)
1215 N. Paacock Ave/ Perry, FL 32347	Main Facility		County Owned	Taylor County Board of County Commissioners	15630	21
400 N. Clark Street/ Perry, FL 32347	Perry Primary Clinic		County Owned	Taylor County School Board	100	1
1600 E. Green Street/Perry, FL 32347	Taylor County Elementary School		County Owned	Taylor County School Board	100	1
610 E. Lafayette Street/ Perry, FL 32347	Taylor County Middle School		County Owned	Taylor County School Board	100	1
900 Johnson Strippling Rd/ Perry, FL 32347	Taylor County High School		County Owned	Taylor County School Board	100	1
1209 1st Ave. S/ Steinhatchee. FL 32347	Steinhatchee School		County Owned	Taylor County School Board	100	1

**Facility** - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

**ATTACHMENT V  
TAYLOR COUNTY HEALTH DEPARTMENT  
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2021-2022*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2022-2023**	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2023-2024***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2024-2025***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

\* Cash balance as of 9/30/22

\*\* Cash to be transferred to FCO account.

\*\*\* Cash anticipated for future contract years.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Florida Fire Fighter Assistance Grant- Award Acceptance

**Meeting Date:**

9/20/2022

**Statement of Issue:** The county was awarded a grant to purchase five SCBA.

**Recommendation:** Accept the grant and execute the grant agreement.

**Fiscal Impact:** \$ \_\_\_\_\_

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Dan Cassel

**Contact:** \_\_\_\_\_

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The grant for five self-contained breathing apparatus (SCBA) has no match requirement and is a cost savings to the county of \$44,744.65. This is a continuation of efforts to replace older SCBA that are out NFPA compliance.

Acceptance must be completed by October 1<sup>st</sup> 2022

**Options:**

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

**Attachments:**

1. Grant Agreement
2. \_\_\_\_\_



**JIMMY PATRONIS**  
CHIEF FINANCIAL OFFICER  
STATE FIRE MARSHAL  
STATE OF FLORIDA

September 2, 2022

RETURN RECEIPT MAIL

Taylor County Fire Rescue  
501 Industrial Park Dr  
Perry, FL 32348

Re: Florida Firefighter Assistance Grant Program

Dear Chief Cassel:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2022/23 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five Self-contained Breathing Apparatus not to exceed a cost of \$44,774.65. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com). Additionally, if accepted, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com).

As per grant award, the department/fire service provider is required to be in "full" Safety Compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed within 90 days of the grant award notification. If not completed, then the grant award will be revoked.

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

Charles Frank

Cc: Mark Harper, Chief

Att.: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR  
**STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING**  
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374  
EMAIL • [CHARLES.FRANK@MYFLORIDACFO.COM](mailto:CHARLES.FRANK@MYFLORIDACFO.COM)  
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

**GRANT AGREEMENT  
BETWEEN  
DEPARTMENT OF FINANCIAL SERVICES  
AND  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Taylor County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2021-2022 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

**1. Performance Requirements:**

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

**2. Compliance with Laws, Rules, Regulations, and Policies:**

The Grantee shall comply with applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

**3. Agreement Duration:**

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. . The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

**4. Payment and Funding Considerations:**

**4.1. Funding:** This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

**4.2. Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at:  
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.

**4.3. Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

**4.4. Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

**4.5. Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

**5. Expenditures:**

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at:

<http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditure>

s.pdf. The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

**6. Governing Laws of the State:**

**6.1. Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

**6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

**6.3. Employment Eligibility Verification:** N/A

**6.4. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**6.5. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

**7. Mandatory Disclosure Requirements:**

**7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.



- 7.2. **Convicted Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "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, 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 the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- 7.3. **Discriminatory Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate 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."
- 7.4. **Continuing Duty of Disclosure of Legal Proceedings:** N/A
- 7.5. **Antitrust Violator Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
- 7.6. **Department Inspection of Records:** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.
- 7.7. **Foreign Gifts and Contracts:** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

**8. Funding Requirements of Section 215.971(1), F.S.:**

- 8.1. The Grantee shall perform all tasks contained in the SOW.
- 8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
- 8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

**9. Advance Payments:** If authorized by sections 215.422(14) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

**10. Final Invoice:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

**11. Return or Recoupment of Funds:**

- 11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

**12. Audits and Records:**

- 12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee'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.

- 12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>).
- 12.5. The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.
- 12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
13. **Public Records:** The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."
14. **Assignments, Subgrants, and Contracts:**
- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written

consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
  - 14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
  - 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.
15. **MyFloridaMarketPlace:** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

**16. Nonexpendable Property:**

- 16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification

number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

- 16.3. PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

**17. Disposition of Property:**

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

**18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:**

N/A

**19. Data Security and Information Resource Acquisition: N/A**

**20. Insurance:**

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall

not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

- 20.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

**21. Patents, Copyrights, and Royalties:** N/A

- 22. Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

- 23. Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

- 23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, 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. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
- 23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, 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.
- 23.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.
- 23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
- 23.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department 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 Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
- 23.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

- 24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:  
<http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- 25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
- i. Attachment 1, Specific Grant Awards;
  - ii. Attachment 2, Statement of Work;
  - iii. This Agreement;
  - iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
  - v. Addendum A, Public Records Requirements.
  - vi. Attachment 4, Index of Applicable Laws and Regulations.
- 26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.
- 27. Termination:**
- 27.1. Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.
- 27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 28. Dispute Resolution:** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute



arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

**29. Indemnification:**

- 29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- 29.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- 29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the

delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

**34. Contact Information for Grantee and Department Contacts:**

**Department's Contract Manager:**

Charles Frank, State Volunteer Fire Coordinator  
Bureau of Fire Standards and Training  
Division of State Fire Marshal  
11655 NW Gainesville Road  
Ocala, FL 34482  
Telephone number: (352) 369-2800  
Firefightergrant@myfloridacfo.com

**Grantee's Payee:**

**Grantee's Contract Manager:**

Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

**35. Notices:**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above, and in the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Department of Financial Services:

Taylor County Board of County Commissioners

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

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

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

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

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

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

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

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

### **Attachment 1, Specific Grant Awards**

The Department has established a funding award for Grantee in an amount not to exceed \$44,774.65 for the grant period during the 2021-2022 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:  
To purchase five Self-contained Breathing Apparatus.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

## **Attachment 2, Statement of Work**

### **A. PROGRAM REQUIREMENTS**

The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

The Grantee shall only use funds for those items specified in Attachment 1, Specific Grant Awards (Attachment 1). Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C.

The following definitions apply to the Agreement and its attachments:

- a) **“Combination fire department”** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b) **“Volunteer fire department”** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c) **“Fire service provider”** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
- d) **“NFPA”** means the National Fire Protection Association.

### **B. SCOPE OF WORK**

#### **1. The Grantee’s Responsibilities:**

- a. The Grantee shall perform the following tasks:
  - 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of firefighter equipment to be purchased under this Agreement. This itemized list must include an expected cost per item.
  - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must provide the names of the students trained, dates the training was conducted, the instructor’s name and certification number, the location of the final practical skills training, and the location of live fire training. Funds to be used to procure the training must be obligated by the ending date of this Agreement.
  - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of firefighter equipment identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
  - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.

- 5) Within thirty (30) calendar days after submission of final invoices, the Grantee shall return any unspent funds to the Department.
- b. Performance Requirements for Deliverables:
  - 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
  - 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
  - 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
  - 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

**2. The Department's Responsibilities:**

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the Grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and receipt of, firefighter equipment and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

**3. Deliverables:**

The Grantee shall perform the following tasks as specified:

<b>Deliverable 1 - Authorized Training</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
As described in Attachment 1.	Proof of payment to the vendor (e.g., copies of canceled checks) for the pre-approved instructor cost must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all

		stated terms and conditions for the training.
<b>Deliverable 1 payment amount must not exceed amount stated in Attachment 1.</b>		
<b>Deliverable 2 – Authorized Equipment Purchases</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
As described in Attachment 1	<p>Within thirty (30) calendar days from the effective date of this Agreement, submit to the Department a copy of vendor quotes containing an itemized list of firefighter equipment to be purchased, the cost per item, and an estimated delivery date.</p> <p>Proof of payment to the vendor (e.g., copies of canceled checks) must be submitted with the Grantee's request for reimbursement (if funds are advanced to the Grantee, proof of payment documentation must be submitted within thirty (30) days of the date the Department provided funding to the Grantee).</p> <p>Within thirty (30) calendar days of receiving firefighter equipment, submit to the Department copies of signed and dated shipping/packaging documents clearly demonstrating the equipment has been received.</p>	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
<b>Deliverable 2 payment amount must not exceed amount stated in Attachment 1.</b>		
<b>TOTAL PAYMENT AMOUNT (must not exceed total grant award stated in Attachment 1)</b>		



**4. Expenditure and Reconciliation Report:**

Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.2. below for further detail regarding the reporting of expenditures.

**C. SPECIAL PROVISIONS**

**1. Demonstration of Performance and Acceptance of Deliverables:**

The deliverables requiring payment will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items; deliverables not requiring payment must be evidenced by submittal of the documentation as stated herein. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

**2. Payment Amount, Invoice Submittal, and Payment Schedule:** The payment obligation of the Department shall not exceed the amount stated in Attachment 1. The deliverable amount specified in Attachment 1 establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30<sup>th</sup> of the State's fiscal year in which the grant was awarded and were disbursed by the Department on or before September 30<sup>th</sup> of the same calendar year; and, in accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

**3. Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.

**4. Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in

particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences. This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

5. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
6. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
  - a. Stop work under the Agreement on the date and to the extent specified in the notice.
  - b. Complete performance of such part of the work as shall not have been terminated by the Department.
  - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
  - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
7. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
8. **Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.
9. **Limitation of Liability:**
  - a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
  - b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

*- End of Attachment 2, Statement of Work -*

**ATTACHMENT 3**



Department of Financial Services  
*Division of Accounting and Auditing – Bureau of Auditing*

**AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

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

Electronic copies (preferred): [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com)

or

Paper (hard copy):  
Charles Frank  
Bureau of Fire Standards and Training  
Department of Financial Services  
11655 NW Gainesville Road  
Ocala, Florida 34482

- 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

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

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

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

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

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Volunteer Firefighter Grant Assistance Program  
State Awarding Agency: State of Florida, Department of Financial Services  
Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006  
Amount: \$1,000,000.00  
*Not to exceed \$1,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2022-2023.*

2. State Project B:

*N/A*

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.



**Attachment 4**  
**Index of Applicable Laws and Regulations**

**1. Statutory Requirements:**

Chapter 112, F.S. (conflict of interest)  
Chapter 119, F.S. (public records and exceptions to disclosure)  
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)  
Section 216.1366, F.S. (inspection of records)  
Section 286.101, F.S. (foreign gifts and contracts)  
Section 286.25, F.S. (sponsorship)  
Section 287.133, F.S. (convicted vendor list)  
Section 287.134, F.S. (discriminatory vendor list)  
Section 287.137, F.S. (antitrust violator vendor list)  
Americans with Disabilities Act  
Immigration and Nationality Act

**2. Audit Requirements:**

Section 20.055, F.S. (audit investigations)  
Section 215.34, F.S. (return or recoupment of funds)  
Section 215.97, F.S., Florida Single Audit Act  
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

**3. Financial Requirements:**

Section 215.422, F.S. (payments from state funds)  
Section 273.02, F.S. (nonexpendable tangible personal property)  
Section 287.0585, F.S. (payments to subcontractors)  
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)  
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

**Addendum A**

**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

**e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone:** (850) 413-3149  
**Email:** [PublicRecordsRequest@myfloridacfo.com](mailto:PublicRecordsRequest@myfloridacfo.com)  
**Mailing Address:** The Department of Financial Services  
Office of Open Government  
PL-11, The Capitol  
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

**TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item***SUBJECT/TITLE:**

**THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF  
THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT (JAG).**

**MEETING DATE REQUESTED:****9/20/2022****Statement of Issue:**

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT (JAG) FOR 10/01/2022 TO 9/31/2023.**

**Recommended Action: APPROVE****Fiscal Impact: \$21,780.50****Budgeted Expense: N/A****Submitted By: UNDERSHERIFF MARTY TOMPKINS****Contact: 850-843-0440****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: JAG (JUSTICE ASSISTANCE GRANT) FUNDS ARE  
UTILIZED TO PAY FOR THE DRUG TASK FORCE UTILITIES AND EQUIPMENT.**

**Options: APPROVE / NOT APPROVE**

**Attachments: 1) ACCEPTASNCE OF FEDERAL FUNDING ASSISTANCE- NEEDING  
CHAIRPERSON SIGNATURE, AND  
2) APPLICATION FOR FUNDING ASSISTANCE DOCUMENT**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 6 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

September 20, 2022

Mr. Cody Menacof  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the Taylor County Board of County Commissioners approves the distribution of \$43,561 (total allocation available) of the Federal Fiscal Year 2021 for the Edwards Memorial Grant / Justice Assistance Grant (JAG) Program funds for the following projects within Taylor County.

Sub Grantee <u>City or County</u>	Title of Project <u>Taylor County</u>	Dollar Amount <u>(Federal Funds)</u>
Taylor County	Taylor County Drug Task Force	\$21,780.50
City of Perry	PD Narcotics Unit	\$21,780.50

Respectfully,

Thomas Demps, Chairperson  
Taylor County Board of County Commissioners

## CERTIFICATE OF PARTICIPATION

### Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Mr. Cody Menacof  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Menacof:

This letter provides notification that the Taylor County Board of Commissioners ☒ Accepts ☐ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-327—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY21 JAG Countywide** subawards:

Name: <u>Melody Cox</u>	Agency: <u>Taylor County Dpartment of Grants</u>
Title: <u>Director - Grants Administration</u>	Address: <u>511 Industial Drive</u>
Email: <u>grants.coordinator@taylorcountygov.com</u>	City: <u>Perry, FL</u>
Phone: <u>850-838-3553</u>	Zip: <u>32347</u>

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair  
Taylor County Board of Commissioners

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG).**

**MEETING DATE REQUESTED:**

**9/20/2022**

**Statement of Issue:** FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT (JAG) FOR 10/01/2022 TO 9/31/2023.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$21,780.50

**Budgeted Expense:** N/A

**Submitted By:** UNDERSHERIFF MARTY TOMPKINS

**Contact:** 850-843-0440

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** JAG (JUSTICE ASSISTANCE GRANT) FUNDS ARE UTILIZED TO PAY FOR THE DRUG TASK FORCE UTILITIES AND EQUIPMENT.

**Options:** APPROVE / NOT APPROVE

**Attachments:** 1) ACCEPTASNCE OF FEDERAL FUNDING ASSISTANCE- NEEDING  
CHAIRPERSON SIGNATURE, AND  
2) APPLICATION FOR FUNDING ASSISTANCE DOCUMENT



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

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City of Perry	PD Narcotics Unit	\$21,780.50

Respectfully,

Thomas Demps, Chairperson  
Taylor County Board of County Commissioners



## CERTIFICATE OF PARTICIPATION

### Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

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☒ Accepts ☐ Declines to serve as the coordinating unit of government for the Florida Department of  
Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
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- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
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For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY21 JAG Countywide** subawards:

Name: <u>Melody Cox</u>	Agency: <u>Taylor County Dpartment of Grants</u>
Title: <u>Director - Grants Administration</u>	Address: <u>511 Industial Drive</u>
Email: <u>grants.coordinator@taylorcountygov.com</u>	City: <u>Perry, FL</u>
Phone: <u>850-838-3553</u>	Zip: <u>32347</u>

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair  
Taylor County Board of Commissioners

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to consider an application for Mud Bog Special Events at the Pudding Creek Mud Bog site for September 30<sup>th</sup> – October 1<sup>st</sup>, 2022 with attendance expected to be greater than 1,000.

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** Mud Bog Special Events for more than 1,000 attendees.

**Recommendation:** Consider for approval

**Fiscal Impact:** Potential increase in tourist related purchases

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** A Mud Bog Special Event application was submitted to the planning department on 8/2/2022 to hold a Mud Bog Special Event at the Pudding Creek Mud Bog site located at 6519 S. Red Padgett Road. The event dates are September 30<sup>th</sup> – October 1<sup>st</sup>. The application states that the expected attendance will be greater than 1,000, which requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. Notice was advertised in the local paper on Friday, September 9<sup>th</sup>. Notice was also individually mailed to both parties within 660 feet of the event activities, based on the owners listed on the application.

**Options:**

1. Approve the application.
2. Deny the application.

**Attachments:**

1. Copy of application
2. Supporting documents
3. Checklist

# MUD BOG CHECKLIST

EVENT NAME: Original Pudding Creek Mud Bog

1.	APPLICANTS NAME	Y
2.	OWNERS NAME	Y
3.	PHYSICAL LOCATION	Y
4.	LEGAL DESCRIPTION	Y
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	Y
6.	DATE & HOURS OF EVENT	Y
7.	MAXIMUM ATTENDANCE * states over 1,000	Y*
8.	SECURITY STATEMENT	Y
9.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	
10.	MAP OF PROPERTY	Y
11.	PROPERTY WITHIN 660 FEET OF EVENT	Y
12.	LOCATION OF PARKING	Y
13.	LIST OF OWNERS WITHIN 660 FEET	Y
14.	ENTRY CONSENT STATEMENT	Y
15.	HOLD HARMLES STATEMENT	Y
16.	ADJOINING PROPERTY OWNER STATEMENT	Y
17.	WASTE HAULER STATEMENT	Y
18.	INSURANCE STATEMENT * quote included	Y*
19.	SANITARY FACILITY PROVIDER STATEMENT	Y
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	

COMPLETED BY: W D Griner DATE: 9.12.22  
 William D. (Danny) Griner

P #2491

JAMIE ENGLISH District 1	JIM MOODY District 2	MICHAEL NEWMAN District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
-----------------------------	-------------------------	------------------------------	--------------------------	----------------------------



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
P. O. Box 620, Perry, FL 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 E. Green Street, Perry, FL 32347  
(850) 838-3500, extension 6 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney  
P.O. Box 167, Perry, FL 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG DATE: \_\_\_\_\_

APPLICANT NAME: John Knight

MAILING ADDRESS: 6580 Hwy 19 South Perry FL 32348

PROPERTY OWNER: John Knight Eldon Sadler

PROPERTY ADDRESS: 6580 Hwy 19 South + 6519 South Red Padgett Rd

PHONE#: 850-371-2525 PARCEL #: 3603-000 3608-300 Part  
3608-000 3608-100 Part

#### PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- |                        |                               |
|------------------------|-------------------------------|
| 1. <u>Adam Vann</u>    | 2. <u>Base Hit Properties</u> |
| 3. <u>Walter Brock</u> | 4. <u>Old Hwy 19 RV Park</u>  |
| 5. <u>Eldon Sadler</u> | 6. _____                      |
| 7. <u>Lessie Cruce</u> | 8. _____                      |

EVENT DATE(S): START: 9-30-22 END: 10-1-22

HOURS OF OPERATION: START: 8:00 AM END: 7:00 P.M.

EXPECTED ATTENDANCE: 1000 OR MORE MAXIMUM ATTENDANCE: 2000

SECURITY PROVIDER: SHERIFFS OFFICE \_\_\_\_\_ PRIVATE SECURITY ☒

SANITARY FACILITIES PROVIDER: B+B Porta Toilets

SOLID WASTE CONTRACTOR: Pop's Sanitation Services, LLC

### ATTACH THE FOLLOWING

1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Entry Consent, Adjoining Property Owner, and Hold Harmless agreements signed and notarized.
9. A map drawn to scale of at least 1" = 400', showing:
  - a. Property location;
  - b. Location of highways, roads, lots and lands within 660 feet activity;
  - c. Location of parking area and all incidental uses;
  - d. All interior access ways;
  - e. Access to the property;
  - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.
12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.

\*\*\*\*\*

SPECIAL EVENT WAIVER

BASE Hit Properties  
Old Hwy 19 RV Park

DATE: 8-20-2022

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

John Denney  
Print Name

[Signature]  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 8-20-22

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Edon Sadler  
Print Name

[Signature]  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 8/23/22

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Lessie Land  
Print Name

[Signature]  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 8/24/22

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Walter Brock  
Print Name

Walter Brock  
Signature

2

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 8/26/22

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Adam Vann

Print Name

[Signature]

Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



# GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS  
LICENSE NUMBERS B1400294 / DS150019 / A1600002

To: Taylor County Florida Board of County Commissioners

201 E Green St, Perry Florida

From: Tracy Dowdy Manager Guardians LLC

22065 109<sup>th</sup> Drive Obrien FI 32071

Subject: Pudding Creak

Greetings Commissioner's, this letter is to inform you that Guardians LLC will be providing Security Services for Pudding Creak. Located 6580 US 19 Perry Florida 32348 on September 30, 2022 thru October, 02 2022 in accordance with Taylor County Ordinances.

Thank You,

Tracy Dowdy

08/17/2022

*Per argumentum VERITAS*

---

22065 109<sup>th</sup> Drive Obrien, Florida 32071

386-266-3769

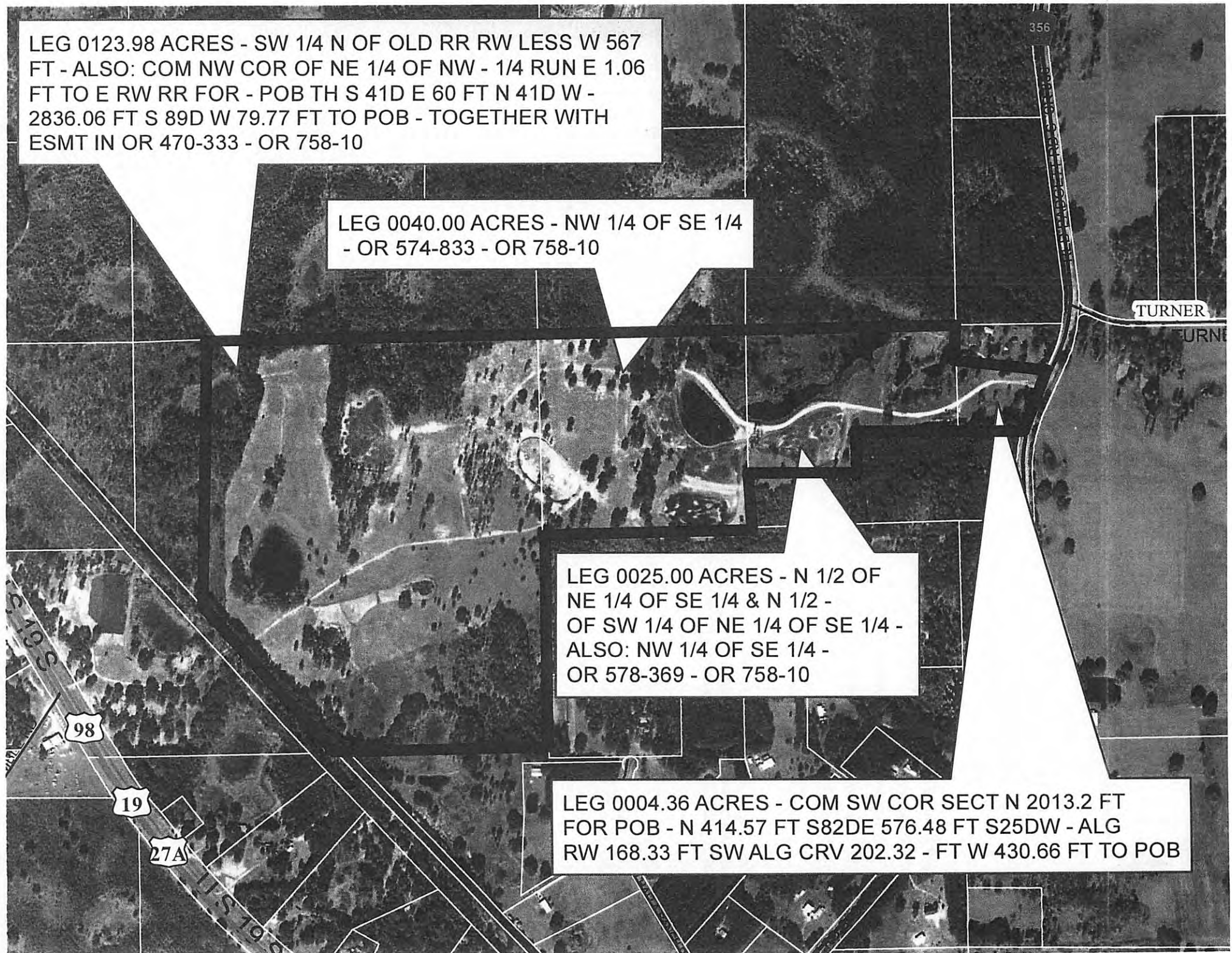


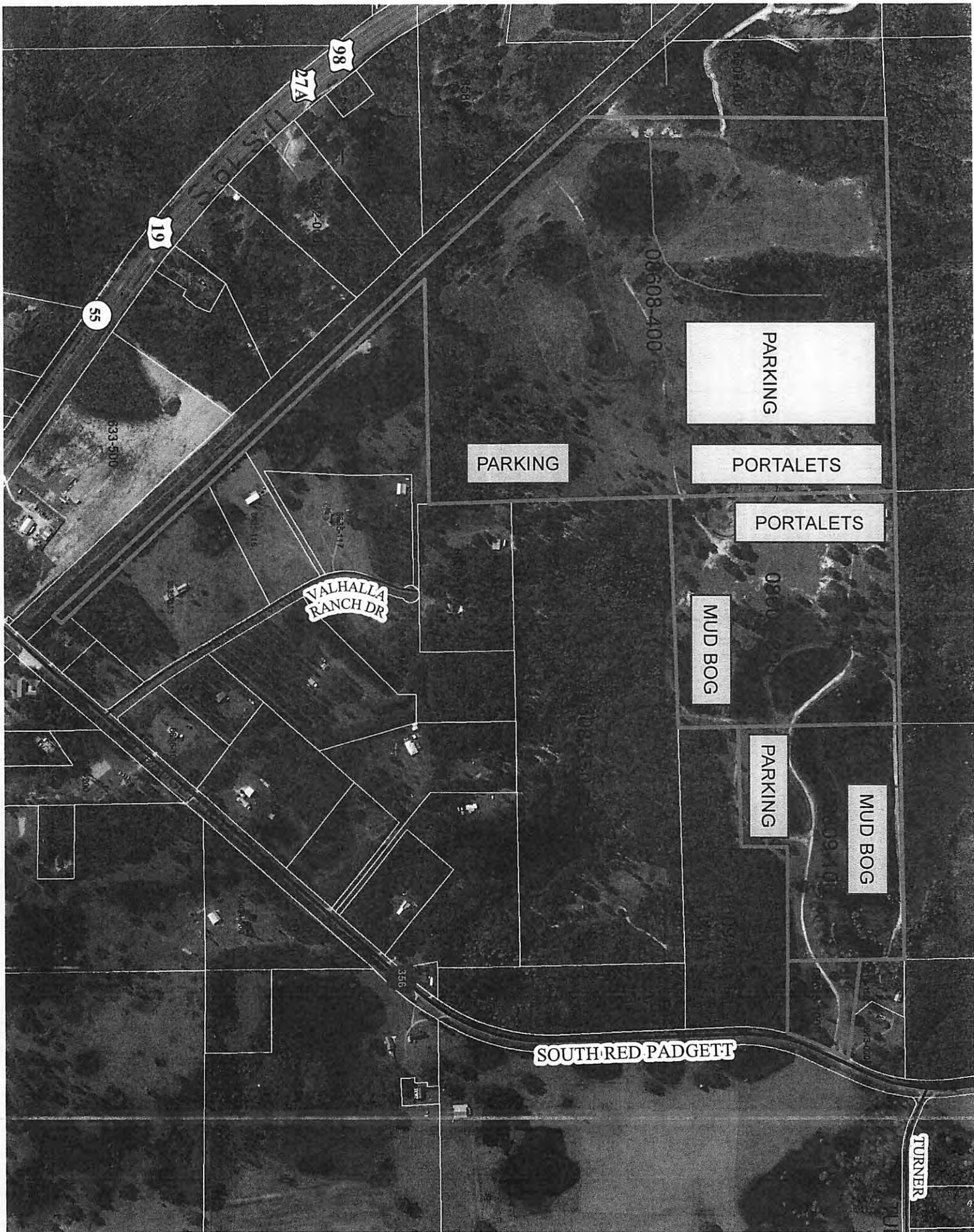
LEG 0123.98 ACRES - SW 1/4 N OF OLD RR RW LESS W 567  
FT - ALSO: COM NW COR OF NE 1/4 OF NW - 1/4 RUN E 1.06  
FT TO E RW RR FOR - POB TH S 41D E 60 FT N 41D W -  
2836.06 FT S 89D W 79.77 FT TO POB - TOGETHER WITH  
ESMT IN OR 470-333 - OR 758-10

LEG 0040.00 ACRES - NW 1/4 OF SE 1/4  
- OR 574-833 - OR 758-10

LEG 0025.00 ACRES - N 1/2 OF  
NE 1/4 OF SE 1/4 & N 1/2 -  
OF SW 1/4 OF NE 1/4 OF SE 1/4 -  
ALSO: NW 1/4 OF SE 1/4 -  
OR 578-369 - OR 758-10

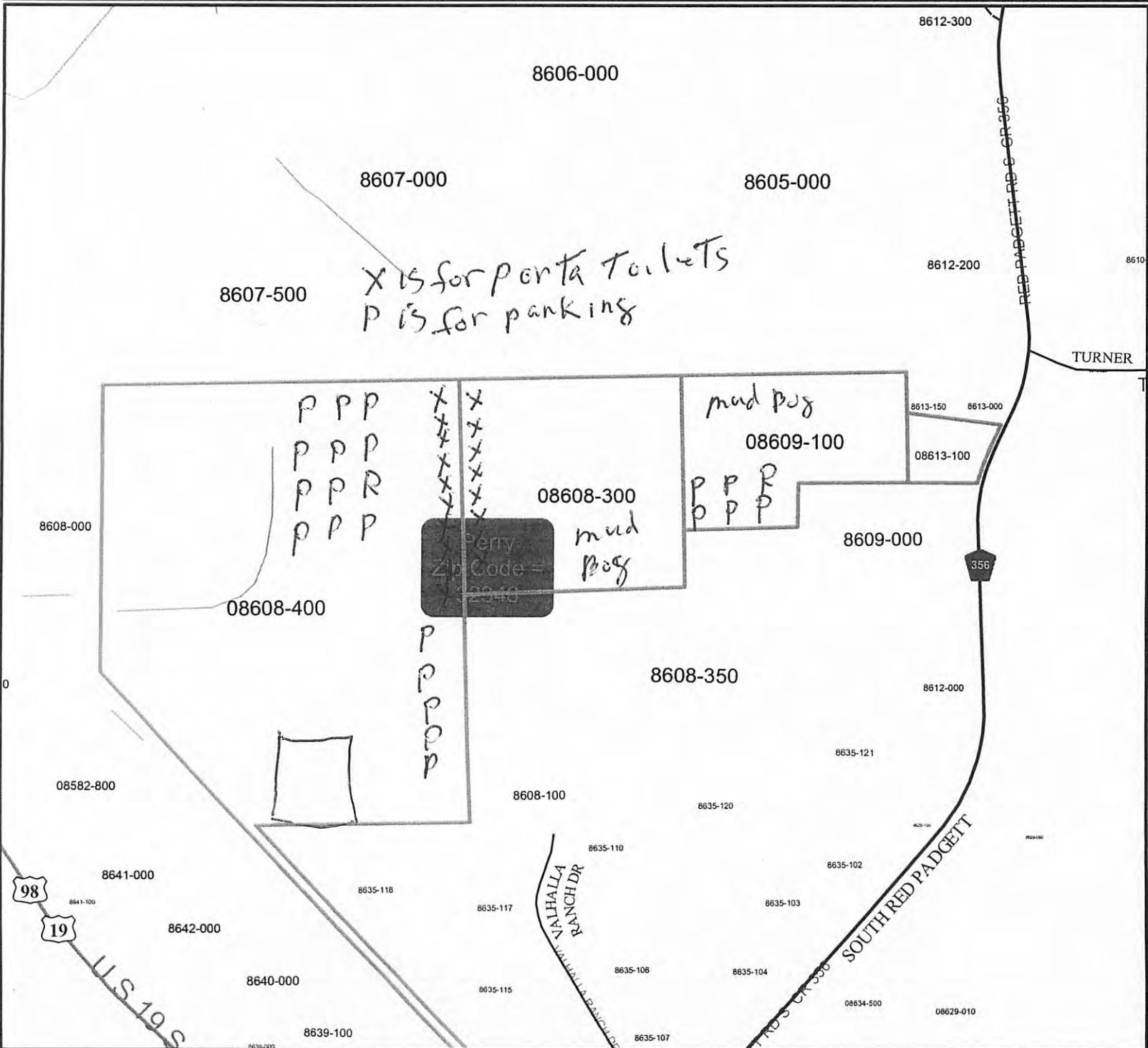
LEG 0004.36 ACRES - COM SW COR SECT N 2013.2 FT  
FOR POB - N 414.57 FT S82DE 576.48 FT S25DW - ALG  
RW 168.33 FT SW ALG CRV 202.32 - FT W 430.66 FT TO POB














## Taylor County GIS Mapping



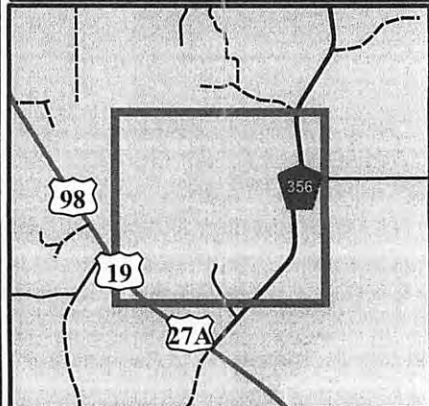
**Legend**

-  *State/ US Highway*
-  *Major Road*
-  *Minor Road*
-  *Graded/Milling Road*
-  Parcel Boundaries
-  Zip\_Codes
-  Communities



**1 inch = 824 feet**

Printed on: Date: Tuesday, August 23, 2022



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
This information was compiled from the best information available and the Taylor  
County Board of County Commissioners assume no responsibility for errors or omissions.

**ENTRY CONSENT AGREEMENT**

**MUD BOG SPECIAL EVENT**

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

John Knight  
Print Name

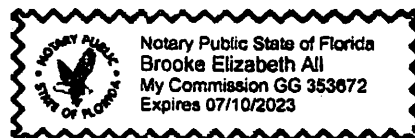
[Signature]  
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John Knight, personally known to me ( ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 25 day of August, 2022

Brooke Elizabeth All  
NOTARY PUBLIC

My Commission Expires:



# HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

## MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.
2. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

John Knight  
Print Name

John Knight  
Signature

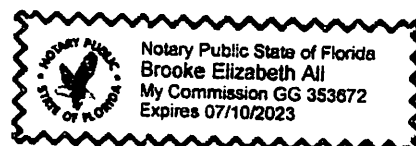
I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John Knight, personally known to me ( ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 25 day of August, 2022

Brooke Elizabeth All

NOTARY PUBLIC

My Commission Expires:



**ADJOINING PROPERTY OWNER AGREEMENT**

**MUD BOG SPECIAL EVENT**

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held

John Knight

Print Name

John Knight

Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John Knight, personally known to me ( ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this

25

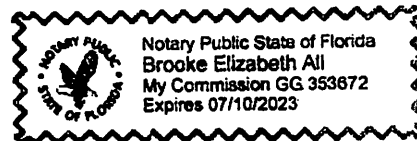
day of

August, 2022

Brooke Elizabeth All

NOTARY PUBLIC

My Commission Expires:





Pop's Sanitation Services, LLC  
P.O. Box 1022, Monticello, FL 32345  
1-855-563-9400

Pops Sanitation Services will be providing a 30 yard roll off for Pudding Creek Mud bog on September 23, 2022.



8/4/2022

**The Original Pudding Creek Mud Bog**

6580 US Highway 19 S

Perry, FL 32348

Re: The Original Pudding Creek Mud Bog

Please find below an Indication Quote. In order to accommodate the insurer's underwriting parameters and/or the insured's premium preference, the Quote may contain coverage options or be based upon factors such as lower limits of liability or a higher self-insured retention or deductible than what was stated as preferred on the Application. Accordingly, please read the Quote carefully.

**INDICATION QUOTE**

Quote number: JM22071199-1

Customer number: E22-5071199

Underwriter: Jamie Marvidakis

Direct phone no.: (801) 304-3769

E-mail: jamiem@primeis.com

This is an Indication Quote only. The prices listed below are subject to review and change after receipt of any requested additional information. This Indication Quote is valid for thirty (30) days from today unless the Company withdraws this Indication in writing or issues a new or revised Indication Quote.

**Please read these important notices regarding unique terms of quoted coverage:**

Unless otherwise specifically indicated herein, or in the policy forms themselves, the following apply to the quoted policy:

- (1) The quoted policy is a manuscript policy which differs substantially from standard insurance forms, please review this quote and the policy carefully to ensure that it meets your insurance needs;
- (2) This policy is quoted for claims-made-and-reported coverage which includes strict reporting requirements. However, you have the option of purchasing broader "occurrence coverage" for an additional premium as quoted below;
- (3) If you are purchasing claims-made-and-reported coverage, you have the option of purchasing broader "retroactive coverage" as explained and quoted below;
- (4) The quoted policy requires any disputes arising out of the policy to be resolved in a Utah court applying Utah law;
- (5) The quoted policy may not include all the coverages you have requested in your application and the insurance company has no obligation to quote all coverage and terms you may have requested. Please review this quote to ensure it meets your insurance requirement;
- (6) The quoted policy may not provide all the insurance you are required to have under federal or local laws. You, and your broker/agent if you have one, are solely responsible to ensure that the type and amount of coverage you have selected meets your needs and the requirements of your operation; and
- (7) In the event a court reforms or revises the quoted policy to comply with laws or regulations governing your operations, and such reformation or revisions results in the insurance company providing more or broader coverage than you have selected, you are required to indemnify the Company for any increased exposure created by your failure to purchase mandated insurance.

Description of risk(s): Special Events

Description of coverage: Commercial Liability Excluding Products and Completed Operations

Minimum earned: 100%

Premium: \$8,424.00

Policy/inspection fee: \$150.00

State taxes: \$423.56

SLSC: \$5.14

Total: \$9,002.70

Total due: \$9,002.70

**TO BIND COVERAGE:** Several other conditions must be met prior to binding coverage, including but not limited to, receipt of payment, compliance with all stated conditions below, and receipt of all completed forms and requested information. Please send all completed forms and requested information to bind@primeis.com. Coverage is not bound until the policy has been formally bound by the insurance company. Nobody has any binding authority and must obtain prior written approval from the company. In the event of any material change in underwriting information before coverage is bound, terms may be modified or withdrawn by the underwriter.



**INDICATION QUOTE  
(cont.)**

**Commercial Liability:**

\$100,000	Per Person	
\$1,000,000	Per Accident	
\$2,000,000	Aggregate	
\$2,500	SIR	
Products:	<input type="checkbox"/> Include	<input checked="" type="checkbox"/> Exclude
Completed ops:	<input type="checkbox"/> Include	<input checked="" type="checkbox"/> Exclude
Form type:	<input checked="" type="checkbox"/> Claims Made	<input type="checkbox"/> Occurrence

**Limitations: The policy provides coverage for only those activities and operations otherwise covered under the policy as listed below and for which a specific coverage charge has been paid.**

Classification and description of activities and operations	Code no.	Basis of coverage charge
Campgrounds - Unimproved	10332	Annual guest days
Special Event Liability - Mud Bogs - Per Event Day	48308	Number of units: 4
Special Event Liability - Mud Bogs - Receipts	48308	Minimum premium
Spectator Liability Only	48601	Number of units: 1500

<b>Loc no.</b>	<b>Address</b>
1	6580 US Highway 19 S Perry, FL 32348

**Optional limits:** Limits and charges for non-liability coverage would remain the same (premium does not include fees or taxes).

<b>Option # 2</b>	Per Person : 50,000 / Per Accident: 100,000 / Aggregate: 300,000 Premium: \$3,715 Other: / Other: / Other:
<b>Option # 3</b>	Per Person : 250,000 / Per Accident: 1,000,000 / Aggregate: 2,000,000 Premium: \$12,960 Other: / Other: / Other:
<b>Option # 4</b>	Per Person : 500,000 / Per Accident: 1,000,000 / Aggregate: 2,000,000 Premium: \$17,971 Other: / Other: / Other:
<b>Option # 5</b>	Per Person : 1,000,000 / Per Accident: 1,000,000 / Aggregate: 2,000,000 Premium: \$24,970 Other: / Other: / Other:

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**B&B PORTA TOILETS, INC**

Taylor County Board of Commissioners  
201 East Green St  
Perry, FL 32348

08/16/2022

RE: Sanitation Services Puddin' Creek Event 09/30/22-10/01/22

Dear Taylor County Board of Commissioners,

This letter is to advise that John Knight, owner of Puddin' Creek Truck Bog event venue has contracted with B&B Porta Toilets, Inc to provide portable sanitation services for the above referenced event.

Per Mr. Knight's request, all equipment will be serviced as needed to maintain a safe, comfortable & healthy environment for event attendees for the duration of the event.

Please feel free to contact me directly if you should require any further information or assistance.

Sincerely,



Christina E. Craft

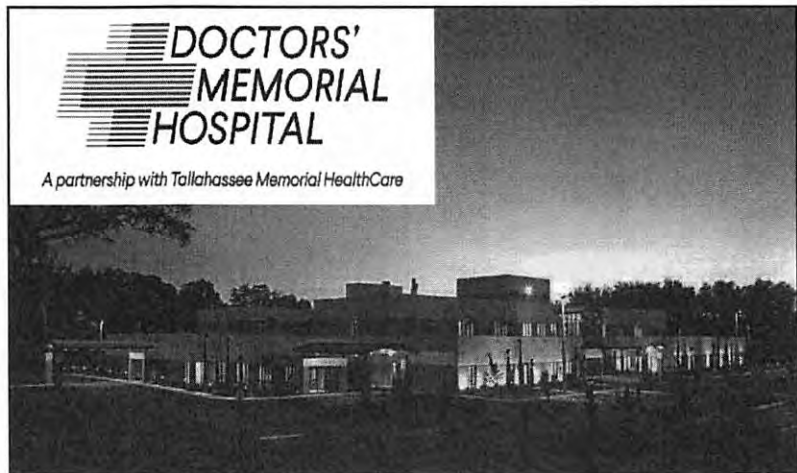
**850.584.9191**  
**bbsanit@yahoo.com**

596 Charles Hendry Rd  
PO Box 1564  
Perry, FL 32348

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# TAYLOR COUNTY (FL) AND DOCTORS' MEMORIAL HOSPITAL

## 2022 Community Health Needs Assessment



Conducted By:



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# **INTRODUCTION**

The Community Health Needs Assessment (CHNA) or Community Health Assessment (CHA) is a critical element in understanding, prioritizing, and addressing community health needs. For County Health Departments in the State of Florida, the CHNA is coupled with a Local Public Health System Assessment, Forces of Change Assessment and Community Strengths and Themes Assessment. Goals and objectives to improve the health of the community are developed using the data from these assessments and translated to implementation strategies and action plans.

For tax exempt (501(c)(3)) hospitals, Community Health Needs Assessment (CHNA) became a requirement beginning with fiscal year 2013. As part of the IRS Form 990, Schedule H, individually licensed not-for-profit hospitals are required to assess the health needs of their community, prioritize the health needs, and develop implementation plans for the prioritized health needs they choose to address. Reports on progress with the Implementation Plans are required to be submitted annually. Every three years, this process must be repeated.

To leverage resources and most effectively work together, the Florida Department of Health, Taylor County, partnered with Doctors' Memorial Hospital, located in Perry, Florida, to complete the 2022 CHNA.

This report will reference the Florida Department of Health, Taylor County (FDOH – Taylor) as well as Doctors' Memorial Hospital (DMH).

# ACKNOWLEDGEMENTS

The Florida Department of Health – Taylor County, and Doctors' Memorial Hospital produced this report to benefit the community.

Members of the CHNA Steering Committee reviewed all documents prior to publication with every effort made to ensure the accuracy of the information presented in this report.

Success of this CHNA was due to the strong leadership of **Christopher Schmidt**, MSN, APRN, ACNP-BC, Chief Executive Officer, Doctors' Memorial Hospital, **Tonya Hobby**, Health Officer/Administrator, Florida Department of Health in Taylor and Wakulla Counties, and **Martine Young**, Operations Managers, The Florida Department of Health in Taylor County, as well as the following CHNA Steering Committee Members:

- **Kristina Anderson**, Safety Director, Taylor County Schools
- **Sarah Cayson**, Director of Quality, Doctors' Memorial Hospital
- **Travis Coker**, Director of Center Operations, North Florida Medical Centers
- **Donna Hagan**, CEO, Healthy Start Coalition of JMT
- **Emily Ketring**, Program Manager, Boys and Girls Club of North Central Florida
- **John Louk**, Director of Emergency Management, Taylor County Sheriff's Office
- **Scott Mixon**, Public Affairs Manager – Foley and Memphis, Georgia Pacific, LLC
- **LaWanda Pemberton**, Taylor County Administrator
- **Allison Wiman**, Executive Director, Big Bend Area Health Education Center and Rural Health Network

# MISSION, VISION AND VALUES

## FLORIDA DEPARTMENT OF HEALTH – TAYLOR COUNTY

**MISSION** To protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.

**VISION** To be the healthiest state in the Nation

### **VALUES (ICARE) Innovation:**

We search for creative solutions and manage resources wisely.

### **Collaboration:**

We use teamwork to achieve common goals and solve problems.

### **Accountability:**

We perform with integrity and respect.

### **Responsiveness:**

We achieve our mission by serving our customers and engaging our partners.

**Excellence:** We promote quality outcomes through learning and continuous performance improvement.

## DOCTORS' MEMORIAL HOSPITAL

**MISSION** To be the trusted leader delivering quality healthcare services for our community.

**VISION** To grow a regional health and wellness services to strengthen our community.



# EXECUTIVE SUMMARY

In March 2022, DMH and FDOH – Taylor partnered to initiate an update of the 2018 Taylor County Community Health Assessment. The service area was defined as Taylor County with a supplemental snapshot (Appendix B) of health metrics in Lafayette County, Florida, to account for the expansion of DMH's service area and presence in Lafayette County. A combined quantitative and qualitative approach was used that incorporated hundreds of health indicators for the service area as well as three (3) community focus groups with thirty-one (31) participants and an online community health survey that generated 159 respondents.

**Demographics** for Taylor County indicate the population in July 2021 was 21,815 people, and is projected to grow to 22,762 (+4.34%) by 2030. From 2018 to 2020, there was a decline in "females, childbearing age (15-44) of 5.8% and nearly 20% of the population in Taylor County is over the age of 65.

## **Quantitative**

In a review of health outcomes statistics, Taylor County ranks as one of the lowest counties in Florida in terms of Health Factors and Health Outcomes. The rate of premature deaths in Taylor County is significantly higher when compared to the State of Florida and rates of adult smoking, adult obesity, physical inactivity, alcohol-impaired driving deaths and teen births are all notably higher compared to the State rates.

Taylor County is greatly underserved with high provider to population ratios for primary care physicians, dentists, and mental health providers.

Cancer incidence rates for lung cancer, specifically men, in Taylor County are significantly higher when compared to Florida and United

States rates. Even with these high rates, the 5-year trend has shown a decline in the cancer incidence rate for lung cancer.

Mortality rates for Taylor County are overall higher as compared to the State of Florida figures. The rate of deaths due to cancer and chronic lower obstructive disease and pneumonia in Taylor County are nearly twice the rate as seen in the State.

### **Qualitative**

Feedback from the community focus groups and online community health needs survey was consistent in identifying the currently available health services for residents as well as perceived health needs for the community. Overwhelmingly, community members identified a need for substance abuse services as well as mental health services. Additionally, community members identified specific sub-specialties and additional services they felt were needed in the community including more primary care physicians, more specialists, extended clinical hours, cancer services and dietary programs.

### **Prioritization of Needs**

In consideration of the quantitative as well as qualitative feedback, the following community health needs were identified and prioritized:

- *Mental health services*
- *Substance abuse/rehabilitation services*
- *More healthcare providers/specialty physicians*
- *Free or affordable health screenings*

# 2018 COMMUNITY HEALTH ASSESSMENT – SUMMARY

From 2016 through 2018, the Florida Department of Health in Taylor County worked with community partners to conduct a Community Health Assessment. The goal of the assessment was to define the current health status of Taylor County residents. The written report then served as a tool for local planners to develop strategies for addressing the health care needs of Taylor County residents.

Select Healthy People 2020 Initiatives Health Indicators in the 2018 report revealed the following:

<b>Health Indicator</b>	<b>Taylor County</b>	<b>State of FL</b>
Diabetes <i>Age 20+ diagnosed with diabetes</i>	16%	12%
Nutrition & Overweight <i>Obese (BMI 30+)</i>	37%	26%
Physical Activity <i>No leisure time or physical activity</i>	35%	24%
Tobacco Use Among Adults <i>Smoke tobacco</i>	21%	15%
Environmental Quality <i>Diagnosed with asthma</i>	13.5%	11%

Several other health indicators were included in the 2018 Community Health Assessment but have not been included in the interest of highlighting key metrics.

In the 2018 report, community input identified the following healthcare issues for Taylor County:

- *Crime*
- *Limited Resources/Economic Conditions*
- *Infectious Disease*
- *Maternal and Child Health*
- *Social/Mental Health*
- *Education*

# METHODS AND DATA SOURCES

FDOH – Taylor and DMH engaged M13 Management Partners (Consultant) to assist with the completion of the 2022 CHNA. To aid in the assessment process, the Consultant queried the following sources as part of the quantitative data acquisition and analysis. National, state and county data were included.

The following quantitative sources were reviewed for demographics and health information:

## ***U.S. Census***

### ***Centers for Disease Control and Prevention (CDC WONDER)***

The mortality data available on CDC WONDER are national mortality and population data produced by National Center for Health Statistics (NCHS) at the Centers for Disease Control and Prevention (CDC). Mortality information is collected by state registries and provided to the National Vital Statistics System. Data are based on death certificates for U.S. residents. Each death certificate contains a single underlying cause of death, and demographic data. For this analysis, the age-adjusted rate per 100,000 population was used, and the following causes of death were combined for presentation.

- *Coronary heart disease – major cardiovascular diseases*
- *Cancer – malignant neoplasms*
- *COPD & Pneumonia – includes influenza and pneumonia, other acute lower respiratory infections, and chronic lower respiratory diseases*
- *Accidents – unintentional injuries*
- *Stroke – cerebrovascular disease*
- *Diabetes – diabetes mellitus*
- *Homicide – assault (homicide)*
- *Suicide – intentional self-harm (suicide)*

### ***County Health Rankings & Roadmaps Select Measures Defined***

- *Premature death – Years of potential life lost before age 75 per 100,000 population (age-adjusted). The 2022 County Health Rankings used data from 2018 - 2020 for this measure.*

- *Poor to Fair Health – Percentage of adults reporting fair or poor health (age-adjusted). The 2022 County Health Rankings used data from 2019 for this measure.*
- *Low Birthweight – Percentage of live births with low birthweight (< 2,500 grams). The 2022 County Health Rankings used data from 2014-2020 for this measure.*
- *Adult Smoking – Percentage of adults who are current smokers (age-adjusted). The 2022 County Health Rankings used data from 2019 for this measure.*
- *Adult Obesity – Percentage of the adult population (age 18 and older) that reports a body mass index (BMI) greater than or equal to 30 kg/m<sup>2</sup> (age-adjusted). The 2022 County Health Rankings used data from 2019 for this measure.*
- *Physical Inactivity – Percentage of adults aged 18 and over reporting no leisure-time physical activity (age-adjusted). The 2022 County Health Rankings used data from 2019 for this measure.*
- *Alcohol-Impaired Driving Deaths – Percentage of driving deaths with alcohol involvement. The 2022 County Health Rankings used data from 2016-2020 for this measure.*
- *Teen births – Number of births per 1,000 female population ages 15-19. The 2022 County Health Rankings used data from 2014-2020 for this measure.*
- *COVID-19 Age-Adjusted Mortality – All deaths occurring between January 1, 2020, and December 31, 2020, due to COVID-19, per 100,000 population (age-adjusted). The 2022 County Health Rankings used data from 2020 for this measure.*
- *Life Expectancy – Average number of years a person can expect to live. The 2022 County Health Rankings used data from 2018-2020 for this measure.*
- *Premature Age-Adjusted Mortality – Number of deaths among residents under age 75 per 100,000 population (age-adjusted). The 2022 County Health Rankings used data from 2018-2020 for this measure.*
- *Frequent Physical Distress – Percentage of adults reporting 14 or more days of poor physical health per month (age-adjusted). The 2022 County Health Rankings used data from 2019 for this measure.*
- *Frequent Mental Distress – Percentage of adults reporting 14 or more days of poor mental health per month (age-adjusted). The 2022 County Health Rankings used data from 2019 for this measure.*
- *Diabetes Prevalence – Percentage of adults aged 20 and above with diagnosed diabetes (age-adjusted). The 2022 County Health Rankings used data from 2019 for this measure.*
- *HIV Prevalence – Number of people aged 13 years and older living with a diagnosis of human immunodeficiency virus (HIV) infection per 100,000*

population. The 2022 County Health Rankings used data from 2019 for this measure.

- *Uninsured* - Percentage of population under age 65 without health insurance. The 2022 County Health Rankings used data from 2019 for this measure.
- *Primary Care Physicians* - Ratio of population to primary care physicians. The 2022 County Health Rankings used data from 2019 for this measure.
- *Dentists* - Ratio of population to dentists. The 2022 County Health Rankings used data from 2020 for this measure.
- *Mental Health Providers* - Ratio of population to mental health providers. The 2022 County Health Rankings used data from 2021 for this measure.
- *Preventable Hospital Stays* – Rate of hospital stays for ambulatory-care sensitive conditions per 100,000 Medicare enrollees. The 2022 County Health Rankings used data from 2019 for this measure.
- *Mammography Screening* - Percentage of female Medicare enrollees ages 65-74 that received an annual mammography screening. The 2022 County Health Rankings used data from 2019 for this measure.
- *Flu Vaccinations* - Percentage of fee-for-service (FFS) Medicare enrollees that had an annual flu vaccination. The 2022 County Health Rankings used data from 2019 for this measure.

### **Health Resources & Services Administration (HRSA)**

#### **Rural Health Information Hub**

#### **State Cancer Profiles ([www.statecancerprofiles.cancer.gov](http://www.statecancerprofiles.cancer.gov))**

- Age-Adjusted Incidence Rate – cases per 100,000 (95% confidence interval)

### **United States Department of Agriculture, Economic Research Service**

## SERVICE AREA

The service area for this CHNA was defined as Taylor County, Florida. Since DMH has a medical facility located in Mayo, FL (Lafayette County), an appendix (Appendix A) has been added to this report to address those health indicators/needs.

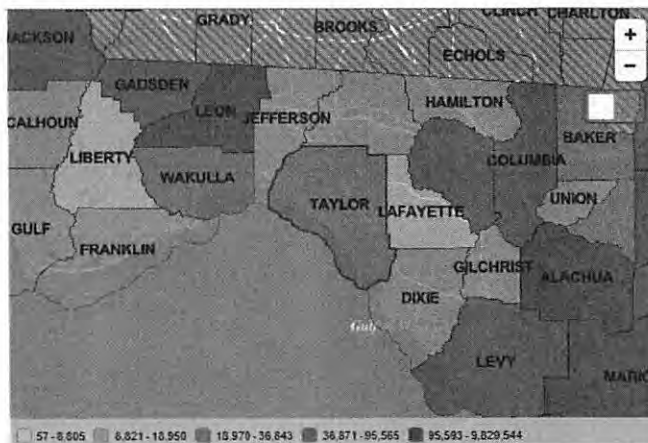
**Table 1: Taylor County ZIP Codes**

ZIP Code	City	County	State
<b>32348</b>	Perry	Taylor	FL
<b>32347</b>	Perry	Taylor	FL
<b>32359</b>	Steinhatchee	Taylor	FL
<b>32357</b>	Shady Grove	Taylor	FL
<b>32356</b>	Salem	Taylor	FL

## SERVICE AREA DEMOGRAPHICS

According to the U.S. Census Bureau website ([data.census.gov](https://data.census.gov)), Taylor County, Florida has 1,043.3 square miles of land area and is the 11th largest county in Florida by total area. Taylor County is bordered by Dixie County (FL), Madison County (FL), Lafayette County (FL) and Jefferson County (FL).

### Taylor County Population Density Map



Source: U.S. Census Bureau ([census.gov](https://census.gov)), Quick Facts

Based on the most recent available U.S. Census data at the ZIP Code level, the population of Taylor County based on population estimates for July 1, 2021, is 21,815. Median household income is \$38,295, compared to the Florida median household income of \$57,703 and the U.S. median household income of \$64,994. Important to note, 19.7% of Taylor County residents are age 65+. While this mirrors the percent of Floridians in the same age cohort, the U.S. age 65+ cohort makes up 15.6% of the population.

**Table 2: Taylor County Demographic Characteristics**

DEMOGRAPHIC CHARACTERISTICS			
	Taylor County	Florida	USA
2021 Population	21,815	21,781,128	331,893,745
2030 Population Estimate	22,762	24,419,127	355,100,000
% Change 2021-2030	4.34%	12.11%	6.99%
Percent of Population Age 65+	19.7%	20.1%	15.6%
Median Household Income	\$ 38,295	\$ 57,703	\$ 64,994

Source: U.S. Census Bureau (data.census.gov) Quick Facts; Florida Demographic Estimating Conference, March 2021 and the University of Florida, Bureau of Economic and Business Research, Florida Population Studies, Volume 54, Bulletin 189, April 2021

	Taylor Co 2018	Taylor Co 2020	% Change
Total Male Population	12,414	12,127	-2.3%
Total Female Population	9,684	9,582	-1.1%
Females, Child Bearing Age (15-44)	3,153	2,970	-5.8%
Population Age 65+	4,222	4,342	2.8%

Source: U.S. Census Bureau (data.census.gov) 2018: ACS 5-Year Estimates and 2020: ACS 5-Year Estimates

RACE/ETHNICITY				
Race/Ethnicity	Race/Ethnicity Distribution			
	Taylor Co 2020 Population	Taylor County % of Total	FL % of Total	USA % of Total
White	15,629	71.7%	51.5%	57.8%
Black	4,196	19.3%	14.5%	12.1%
Hispanic or Latino	866	4.0%	26.5%	18.7%
American Indian/Alaska Native	102	0.5%	0.2%	0.7%
Asian/Pacific Islander	224	1.0%	3.0%	6.1%
All Others	779	3.6%	4.3%	4.6%
	21,796			

Source: U.S. Census Bureau, Decennial Census, 2020: DEC Redistricting Data (PL 94-171)

While the population is projected to grow 4.3% from 2021 to 2030, there has been a 2.3% decline in the population from 2018 to 2020. The



cohort of “Females, childbearing age (15-44),” declined nearly 6% from 2018 to 2020, and the population age 65+ grew nearly 3%.

The majority (71.7%) of the population in Taylor County is White, with the next largest race represented by Blacks at 19.3%. Hispanics or Latinos account for about 4% of the population with the remainder of the population (5.1%) in other race/ethnic groups.

**Table 3: Taylor County Income and Education Characteristics**

HOUSEHOLD INCOME DISTRIBUTION				
2020 Household Income	Income Distribution			
	Taylor County HH Count	Taylor County % of Total	FL % of Total	USA % of Total
<\$25K	2,130	29.7%	19.7%	18.4%
\$25-50K	2,116	29.5%	23.7%	20.6%
\$50-75K	1,241	17.3%	18.3%	17.2%
\$75-100K	645	9.0%	12.5%	12.8%
Over \$100K	1,033	14.4%	25.7%	31.0%
Total	7,165	100%	100%	100%

Source: U.S. Census Bureau, American Community Survey. 2020: ACS 5-Year Estimates Subject Tables

EDUCATION LEVEL				
2020 Adult Education Level	Education Level Distribution			
	Taylor County Pop Age25+	Taylor County % of Total	FL % of Total	USA % of Total
Less than High School	688	4.3%	4.6%	4.9%
Some High School	2,329	14.6%	6.9%	6.6%
High School Degree	7,445	46.6%	28.2%	26.7%
Some College/Associates Degree	3,785	23.7%	29.8%	28.9%
Bachelor's Degree or Greater	1,721	10.8%	30.6%	32.9%
	15,968	100%	100%	100%

Source: U.S. Census Bureau, American Community Survey. 2020: ACS 5-Year Estimates Subject Tables

The majority (59.2%) of households in Taylor County earn less than \$50,000 per year, whereas the household income levels for Florida and the U.S. is more heavily concentrated in the groups with \$50,000 or more household income per year.

In a review of the education levels for the population age 25+, the largest cohort for Taylor County is 46.6%, indicating they have a high school degree.

# COMMUNITY HEALTH INDICATORS

Health measures were collected from various sources to highlight the general health of Taylor County.

## COUNTY HEALTH RANKINGS & ROADMAPS

The County Health Rankings & Roadmaps program is a collaborative between the Robert Wood Johnson Foundation and the University of Wisconsin Population Health Institute. The program collects health data annually to bring awareness to the factors that influence health and strategies for improving the health of communities.

For the 2022 County Health Rankings, Taylor County is among the lowest ranked (less than the 25<sup>th</sup> percentile) counties in the state for Health Factors and Health Outcomes.

Health Factors are defined as environmental influences that affect how well and how long people live. The County Health Rankings consider **physical environment** (housing and transit and air & water quality), **social and economic factors** (community safety, family & social support, income, employment, and education), **clinical care** (quality of care and access to care), and **health behaviors** (sexual activity, alcohol & drug use, diet & exercise, and tobacco use).

The table below includes select measures from County Health Rankings & Roadmaps.

**Table 4: Taylor County Health Rankings – Select Measures**

<b>Health Outcomes</b>	<b>Taylor County (FL)</b>	<b>FL</b>
<b>Ranking (of 67)</b>	<b>59</b>	
Premature death	10,900	7,500
<b>Quality of Life</b>		
Poor to Fair Health	28%	18%
Low Birthweight	10%	9%
<b>Health Behaviors</b>		
Adult smoking	28%	15%
Adult obesity	37%	26%
Physical inactivity	35%	26%
Alcohol-impaired driving deaths	39%	22%
Teen births	41	18

Source: County Health Rankings & Roadmaps ([www.countyhealthrankings.org](http://www.countyhealthrankings.org))

The County Health Rankings define Premature Death as leading causes of death for those under the age of 75 within the categories of malignant neoplasms, diseases of the heart, accidents (unintentional injuries), chronic lower respiratory diseases and intentional self-harm (suicide). The data is reported as “years of potential life lost before age 75 per 100,000 population” and is age-adjusted to ensure it is comparable across counties.

The rate of premature deaths in Taylor County is significantly higher than compared to the State. Additionally, “poor to fair health” status was 10% higher in Taylor County than FL (28% compared to 18%, respectively).

New in 2022, but not factored into the County Health Ranking, are expanded metrics on life expectancy and measures of distress.

**Table 5: Taylor County Health Rankings – Additional Metrics**

<b>Additional Health Outcomes</b>	<b>Taylor County (FL)</b>	<b>FL</b>
COVID-19 age-adjusted mortality	98	56
Life expectancy	74.3	79.7
Premature age-adjusted mortality	560	350
Frequent physical distress	19%	12%
Frequent mental distress	20%	14%
Diabetes prevalence	12%	9%
HIV prevalence	763	615

Source: County Health Rankings & Roadmaps ([www.countyhealthrankings.org](http://www.countyhealthrankings.org))

For Taylor County, the COVID-19 age-adjusted mortality rate was nearly double than reported for the State of Florida. This measure includes all deaths occurring between January 1, 2020, and December 31, 2020, due to COVID-19, per 100,000 population.

In addition to Health Outcomes and Health Behaviors, a number of Clinical Care measures were also reviewed for the service area.

**Table 6: Taylor County Health Rankings – Clinical Care Measures**

<b>Clinical Care</b>	<b>Taylor County (FL)</b>	<b>FL</b>
<b>Ranking (of 67)</b>	<b>62</b>	
Uninsured	15%	16%
Primary Care Physicians	3,080:1	1,370:1
Dentists	3,600:1	1,630:1
Mental Health Providers	3,090:1	550:1
Preventable Hospital Stays	4,394	4,203
Mammography Screening	36%	44%
Flu Vaccinations	34%	45%

Source: County Health Rankings & Roadmaps ([www.countyhealthrankings.org](http://www.countyhealthrankings.org))

While Taylor County's uninsured population is similar to the rest of Florida, the ratio of primary care, dental and mental health providers in Taylor County is significantly higher when compared to the State ratios of these same providers. Mammography screenings and flu vaccinations were also notably lower in Taylor County when compared to the State.

## CANCER INCIDENCE RATES

In reviewing cancer incidence data among men and women for Taylor County compared to the State of Florida and United States, Taylor County has a **significantly higher rate of lung cancer**. While the rate is notably higher, the overall 5-year trend indicates the rate is falling for both men (-3.1) and women (-2.4) in Taylor County.

**Table 7: Taylor County – Cancer Incidence (All Races)**

Age Adjusted Cancer Incidence	Taylor County			Florida			U.S.		
	Male	Female	Total	Male	Female	Total	Male	Female	Total
All Cancers (All Races - includes Hispanic)	426.2	463.9	428.3	499.9	431.0	460.2	487.4	422.7	448.6
Prostate	64.4	-	64.4	95.2	-	95.2	106.2	-	106.2
Lung	99.6	62.9	78.9	65.2	50.1	56.9	65.7	50.8	57.3
Breast (Female)	-	120.3	120.3	-	120.4	120.4	-	126.8	126.8
Skin	<3 cases	<3 cases	16.1	34.0	18.4	25.4	28.9	18.0	22.6
Pancreas	<3 cases	<3 cases	11.7	14.6	11.1	12.7	14.9	11.5	13.1

Source: State Cancer Profiles ([statecancerprofiles.cancer.gov](http://statecancerprofiles.cancer.gov)), Latest 5-Year Average (2014-2018)

Given the demographic make-up of Taylor County, cancer data was also reviewed specific to the Black (including Hispanic) population. Specific cancer rates were not available due to data limitations but in general, cancer incidence rates for the Black population are lower in Taylor County when compared to the All-Races cohort.

**Table 8: Taylor County – Cancer Incidence (Black – includes Hispanic)**

Age Adjusted Cancer Incidence	Taylor County			Florida			U.S.		
	Male	Female	Total	Male	Female	Total	Male	Female	Total
All Cancers (Black - includes Hispanic)	412.7	389.5	338.6	452.9	372.2	405.1	516.5	396.9	444.9

Source: State Cancer Profiles ([statecancerprofiles.cancer.gov](http://statecancerprofiles.cancer.gov)), Latest 5-Year Average (2014-2018)

## MORTALITY RATES

Mortality rates from the Centers for Disease Control and Prevention indicates Taylor County has a significantly higher rate of mortality when compared to the State of Florida. While specific, county-level data were

not available for some metrics, Taylor County has a mortality rate due to Chronic Obstructive Pulmonary Disease (COPD) and Pneumonia that is twice the rate of the State. Additionally, the rate of death due to cancer is notably higher, even with cancer incidence rates trending down.

**Table 9: Taylor County – Mortality Rates**

<b>Age Adjusted Death Rates</b>	<b>Taylor County</b>	<b>FL</b>
<b>Total</b>	<b>1,091.4</b>	<b>735.7</b>
Coronary Heart Disease	240.3	201.2
Cancer	275.1	136.3
COPD & Pneumonia	86.2	43.1
Accidents	Unreliable	67.7
Stroke	Unreliable	43.5
Diabetes	Unreliable	22.8
Homicide	No Data	7.8
Suicide	No Data	13.2

**Source:** Centers for Disease Control and Prevention, National Center for Health Statistics. National Vital Statistics System, Mortality 1999-2020 on CDC WONDER Online Database, released in 2021. Data are from the Multiple Cause of Death Files, 1999-2020, as compiled from data provided by the 57 vital statistics jurisdictions through the Vital Statistics Cooperative Program. Accessed at <http://wonder.cdc.gov/ucd-icd10.html>

## RURAL HEALTH INFORMATION HUB

The Rural Health Information Hub also provides data for measures that are defined as social determinants of health.

**Table 10: Social Determinants of Health**

<b>SDOH</b>	<b>Taylor County (FL)</b>	<b>Rural FL</b>	<b>Urban FL</b>
18-24 Year Olds Without a High School Diploma	38.8%	24.8%	14.1%
Low Access to Healthy Food*	84.8%	45.2%	48.3%
Median Household Income	\$43K	\$47K	\$60K
Personal Income \$100K and Over	14.4%	16.7%	26.0%
Personal Income Under \$25K	29.8%	26.5%	19.5%
Population Without a High School Diploma	18.9%	18.8%	11.2%
Poverty	19.3%	18.9%	12.2%
Unemployment Rate	6.2%	7.8%	6.4%

*Source: Rural Health Information Hub via data from the US Census ACS, 2010, 2015, and 2020 5-year estimates; USDA Economic Research Service, 2019 (low access to health food); and the US Census Small Area Income and Poverty Estimates, 2009-2020.*

Taylor County has a much higher percentage of 18–24-year-olds without a high school diploma compared to other Florida counties.

Access to healthy food as measured by residents' proximity to the nearest supermarket (more than 10 miles) is also a significant issue in Taylor County compared to other areas in the State.

# QUALITATIVE FEEDBACK

Focus groups were used to collect qualitative feedback from community members in the development of the CHNA. In March 2022, community members were identified by the CHNA Steering Committee and invitations were extended to participate in the focus group session. In April 2022, three (3), 75-minute focus group sessions were conducted. Thirty-one (31) individuals, representing the broad interests of the community, participated in the focus group sessions.

## COMMUNITY FOCUS GROUP PARTICIPANTS

- *Candice Anger, Barnyard Crossfit Gym*
- *Orry Anger, Barnyard Crossfit Gym*
- *Ken Arnold, Doctors' Memorial Hospital*
- *Tonya Bell, Healthy Start, Community Health Educator*
- *Tonya Hobby, Interim Administrator, Florida Department of Health in Taylor and Wakulla Counties*
- *Taylor Brown, City Manager, City of Perry, Florida*
- *Gene Carter, Elbit Systems of America, Retired Air Force*
- *Sarah Cayson, Director, Quality, Doctor's Memorial Hospital*
- *Travis Coker, North Florida Medical Centers*
- *Marsha Durden, Assistant County Administrator*
- *Jamie English, Taylor County Commissioners*
- *Yolanda Gillette, Big Bend AHEC*
- *Donna Hagan, Healthy Start JMT (Jefferson, Madison, and Taylor Counties)*
- *Glenda Hamby, Retired, Taylor County School District Superintendent*
- *Randy Hearne, ARNP-C, Premier Medical Clinic*
- *Andrew Heisler, First Baptist Church Perry*
- *Tonya Hobby, Department of Health, Taylor County*
- *Melissa Jusino, Boys & Girls Club of North Central FL Head Start*
- *Scott Mixon, Georgia Pacific LLC*



- *Denae Moss, DISC Village*
- *Michael Newman, Taylor County Commissioners*
- *Pat Patterson, New Brooklyn Baptist Church*
- *Steven Perry, First Baptist Church Perry*
- *Chris Schmidt, Doctor's Memorial Hospital*
- *Joan Sessions, Retired, Doctor's Memorial Hospital*
- *Melanie Southerland, County Extension Office, University of Florida, IFAS*
- *Abbey Tharpe, Taylor County Extension*
- *Pricilla Tripp, Retired, Taylor County School District*
- *Kohatha Vaughn, Department of Health, Taylor County*
- *Hope Webb, Realtor, The American Dream*
- *Lori Wiggins, County Extension Director, University of Florida, IFAS*
- *Martine Young, Department of Health, Taylor County*

Focus group sessions were designed to facilitate individual feedback, small group discussion as well as discussion as a large group.

The groups were asked to **identify available health services in the community**. Responses included:

- *Doctors' Memorial Hospital*
- *Taylor County Health Department*
- *Physician clinics*
- *FQHC*
- *School nurse/clinic*
- *VA Healthcare*
- *Health clubs*
- *Multiple pharmacies*
- *Eye care*
- *Area Health Education Center (AHEC)*
- *Mental health services*
- *Dental clinics*
- *Hospice program*

- *Fire/rescue*
- *Emergency Medical Services (EMS)*
- *Nursing home*
- *Drug rehabilitation services*
- *Tallahassee Orthopedic Clinic (TOC)*
- *Southern Medical Group (SMG)*
- *Chiropractic care*

Next, participants were asked about their **overall perception of the community's health**. Majority of respondents indicate the community's health is "fair to good," due to:

- *Rates of obesity, diabetes, and cancer*
- *Smoking*
- *Lack of behavioral health services*
- *Lack of health education*
- *Drug abuse*

Participants were also asked about **health or environmental concerns** in the area:

- *Water quality*
- *Air pollution*
- *Illegal trash dump sites/littering in natural areas*
- *Drug abuse and crime*

What can be done to **improve health and quality of life (well-being) in the community**? Sample responses included:

- *This will require a cultural shift*
- *Invest resources on individual families to strengthen and involve them in our community*
- *Education and awareness*
- *Implement more programs to promote health in the community and schools*
- *Increase access to mental health services*

- *Have businesses provide incentives to employees to improve health*
- *Continue adding health/provider services to the community*
- *Improve transportation options*

Finally, participants were asked what **health care services currently not provided, need to be available in this community?** The majority of individuals said there is a need for **mental health services along with substance abuse services.** Other health services mentioned include:

- *Increase primary care providers*
- *More specialists (gastroenterology, neurology, gynecology, ear, nose, and throat (ENT), etc.) access*
- *Extended clinic hours and coverage*
- *Partnership with larger cancer center*
- *Dietary programs/registered dietician*

## **ONLINE COMMUNITY NEEDS SURVEY**

In addition to the focus groups, an online survey was developed to gather feedback from a broader cross-section of the community. The complete survey has been included as Appendix B. The survey link and QR code was shared via email to community members via list serves and contact lists of members of the CHNA Steering Committee, printed in the local newspaper and posted in public places in the community. The survey was launched in April 2022 and remained open for responses through May 2022. A total of 159 responses were collected with the results below. For the next CHNA, DMH and FDOH Taylor County will work to incorporate additional methods of survey collection with the goal of securing a larger response pool.

For the 2022 CHNA online survey, the majority of survey respondents were:

- *Caucasian/White (93.7%)*
- *Female (86.8%)*

- *Some college/Associate's or Bachelor's degree or higher (75.5%)*
- *Employed full-time (66.0%)*
- *Between the ages of 35-64 years (62.9%)*
- *Do NOT have children under the age of 18 living with them (57.2%)*

Due to the small sample size, DMH and FDOH Taylor County recognize the limitations to the survey data as it does not fully reflect the demographics of the service area.

83.6% (133 of 159) of survey respondents indicate they **have a healthcare provider** (physician, nurse practitioner, or physician assistant) that they see on a regular basis.

Most survey respondents **receive medical care at their primary care provider's office** or at an urgent care center/express care clinic.

78.0% of individuals describe their **overall health** as "excellent" or "good," and 21.4% describe their overall health as "fair" or "poor."

72.3% report their **mental health** as being "excellent" or "good," and 27.7% describe their mental health as "fair" or "poor."

81.1% of respondents indicate they are receiving the medical care they need, and the **top personal health challenges** identified by the survey respondents include:

- *Overweight/obesity (75)*
- *Joint pain or back pain (68)*
- *Mental health issues (depression) (52)*
- *High blood pressure (47)*

While most respondents indicate they have no issues **accessing the care they need**, other responses include:

- *Lack of availability of medical healthcare providers (27)*
- *Hours of availability (23)*
- *Lack of trust of the medical community (18)*

- *Unable to pay co-pays/deductibles (18)*
- *No insurance and unable to pay for the care (17)*

When asked to select the top 3 challenges the community faces, top responses included the following:

**Table 11: Top Challenges for Taylor County (Online Survey Results)**

<b>Challenges</b>	<b># of Responses</b>
Substance use disorders (prescription drugs, illegal drugs, alcohol)	92
Mental Health (depression, anxiety, dementia, social isolation, etc.)	68
Social determinants (housing/homelessness, economic stability, transportation, education, hunger, ethnicity/race)	61
Healthcare access (hospital, healthcare provider, ambulance, etc.)	50
Prevention Services (education, screening, etc.)	33
Knowledge of resources available in community	27
Tobacco use (including secondhand smoke exposure)	26

Finally, the survey asked respondents to identify three (3) items needed to improve the health of our community. Top responses have been included below.

**Table 12: Needs to Improve the Health of Taylor County (Online Survey Results)**

<b>Community Needs</b>	<b># of Responses</b>
Mental health services	67
Substance use disorder rehabilitation services	60
Free or affordable health screenings	52
Specialty physicians	57
Job opportunities	45
Access to healthy food (fresh produce)	37
Wellness services (employer or insurance sponsored)	30

The complete results of the Online Community Needs Survey have been included as Appendix D.

## **PRIORITIZATION OF HEALTH NEEDS**

In consideration of the quantitative as well as qualitative feedback, the following community health needs were identified and prioritized:

- *Mental health services*
- *Substance abuse/rehabilitation services*
- *More healthcare providers/specialty physicians*
- *Free or affordable health screenings*

## **SIGNIFICANT HEALTH NEEDS NOT ADDRESSED**

Obesity was also identified as a significant health need in the service area but will not be addressed in this CHNA. Due to a constraint of resources and the effort required to address the health needs, obesity will not be directly addressed at this time.

# INVENTORY OF SELECT COMMUNITY HEALTH SERVICES

A list of sample service organizations to support health needs in the community have been included here.

Alzheimer's Project, Big Bend Caregiver's Support Groups	DISC Village
Apalachee Center Mental Health Services	Doctors' Memorial Hospital
ARC Big Bend	DMH Steinhatchee Family Medicine
Barnyard Crossfit Gym	DMH Family Medicine
Big Bend Area Health Education Center (AHEC)	DMH Surgical Medicine
Big Bend Hospice, Inc.	Dawna Haswell Mental Health Counseling
Boys & Girls Club of North Central Florida Head Start	Florida Drug, Alcohol, and DNA Screening
Capital Regional Cardiology Associates – Perry	Florida Network of Children's Advocacy Centers Inc
Coastal Complete Care - Medical Acute Care & Chiropractic Care	Florida Therapy Services, Inc.
County Extension Office, University of Florida, IFAS	Gulf Coast Chiropractic
Covenant Hospice	Healing Touch Massage Therapy
DaVita Perry Dialysis	Healthy Start JMT (Jefferson, Madison, and Taylor Counties)
Dermatology Associates of Tallahassee	Home Respiratory Solutions
	Little Pine Pediatrics
	Morgan Family Dentistry

New Dimensions Health Fitness  
& Tanning Center

North Florida Medical Clinics

Ophthalmology

Perry Chiropractic Clinic

Perry VA Outpatient Clinic

Premier Medical Clinic

Refuge House Inc

Regent Medical and Aesthetics  
Clinic

Regional Therapy Services, Inc.

Southeastern Dermatology

Southern Medical Group

Tallahassee Orthopedic Clinic

Taylor County Department of  
Health

Taylor County Fire Rescue  
Station 6

Taylor County Recovery Center,  
Inc.

Taylor Dental Center

Taylor Senior Citizens Center  
Inc

Tri County Foster Parents  
Association

U.S. Hearing Solutions - Audibel

United Way Volunteer

Vascular Surgery Associates



## **DOCUMENTING AND COMMUNICATING RESULTS**

Per The Florida Department of Health and IRS guidelines, this CHNA report will be made available to the general public via The Florida Department of Health – Taylor County website (<https://taylor.floridahealth.gov/>) as well as the Doctors Memorial Hospital website (<https://www.doctorsmemorial.com/>)

A hard copy of this report may be reviewed at the front office of the FDOH – Taylor or at the Information Desk at DMH.

DMH will also provide in its annual IRS Schedule H (Form 990) the URL of the webpage on which it has made the CHNA Report and Implementation Strategy widely available to the public. DMH will include a report of the actions taken during the fiscal year to address the significant health needs identified through its most recent CHNA, and provide reasoning for the health indicators identified but not addressed by the organization.

### **APPROVAL**

The 2022 Taylor County (FL) Community Health Needs Assessment was under development from March 2022 – May 2022 and approved by Doctors' Memorial Hospital Board of Directors on the 27<sup>th</sup> day of July 2022.

# APPENDIX A – LAFAYETTE COUNTY (FL) DEMOGRAPHICS AND HEALTH INDICATORS

Doctors' Memorial Hospital's service area extends into Lafayette County, Florida, with the presence of a medical office. To ensure the health needs of the complete service area are addressed, this Appendix has been included to provide a snapshot of demographics and health indicators for Lafayette County.

## DEMOGRAPHICS

Lafayette County (FL) is located just East of Taylor County and consists of one populated ZIP Code (32066) and one Post Office Box ZIP Code (32013). The cities of Day and Mayo are located in Lafayette County with a total population of about 8,382 per the 2020 U.S. Census.

The population is projected to grow about 11.4% between 2021 and 2030. The senior population, those age 65+, make up about 17.2% of the population, slightly less when compared to the State demographics.

The median household income in Lafayette County is \$51,734, much higher than the median income of neighboring Taylor County (\$38,295).

**Table 13: Lafayette County (FL) Demographic Characteristics**

DEMOGRAPHIC CHARACTERISTICS			
	Lafayette County	Florida	USA
2021 Population	8,382	21,781,128	331,893,745
2030 Population Estimate	9,340	24,419,127	355,100,000
% Change 2021-2030	11.43%	12.11%	6.99%
Percent of Population Age 65+	17.2%	20.1%	15.6%
Median Household Income	\$ 51,734	\$ 57,703	\$ 64,994

*Source: U.S. Census Bureau (data.census.gov) Quick Facts; Florida Demographic Estimating Conference, March 2021 and the University of Florida, Bureau of Economic and Business Research, Florida Population Studies, Volume 54, Bulletin 189, April 2021*

The majority of community members in Lafayette County indicate they are White, alone (77.4%) and 12.7% of the county is Black or African American, alone.

**Table 14: Lafayette County (FL) Race/Ethnicity**

RACE/ETHNICITY				
Race/Ethnicity	Race/Ethnicity Distribution			
	Lafayette County 2020 Population	Lafayette County % of Total	FL % of Total	USA % of Total
White, alone	6,363	77.4%	57.7%	61.6%
Black or African American, alone	1,045	12.7%	15.1%	12.4%
American Indian/Alaska Native, alone	24	0.3%	0.4%	1.1%
Asian or Native Hawaiian/Pacific Islander	16	0.2%	3.1%	6.2%
Some other race, alone	422	5.1%	7.3%	6.1%
Two or more races	356	4.3%	16.5%	10.2%
	8,226		21,538,187	331,449,281

Source: U.S. Census Bureau, Decennial Census. 2020: DEC Redistricting Data (PL 94-171)

While the majority of the population (73.2%) has at least a High School Degree, the rates of those with some high school or less is more than twice that of the State and National rates for the population age 25+.

**Table 15: Lafayette County (FL) Education Level**

EDUCATION LEVEL				
2020 Adult Education Level	Education Level Distribution			
	Lafayette County Pop Age25+	Lafayette County % of Total	FL % of Total	USA % of Total
Less than High School	713	11.7%	4.6%	4.9%
Some High School	916	15.1%	6.9%	6.6%
High School Degree	2,545	41.9%	28.2%	26.7%
Some College/Associates Degree	1,332	21.9%	29.8%	28.9%
Bachelor's Degree or Greater	563	9.3%	30.6%	32.9%
	6,069	100%	100%	100%

Source: U.S. Census Bureau, American Community Survey. 2020: ACS 5-Year Estimates Subject Tables

There were 595 households in Lafayette County earning less than \$25,000 per year in the last U.S. Census Bureau American Community Survey. Nearly a quarter of households in the county earn between \$50,000, and \$75,000, and almost 800 households earn more than \$75,000 per year.

**Table 16: Lafayette County (FL) Household Income Distribution**

HOUSEHOLD INCOME DISTRIBUTION				
2020 Household Income	Income Distribution			
	Lafayette County HH Count	Lafayette County % of Total	FL % of Total	USA % of Total
<\$25K	595	25.7%	19.7%	18.4%
\$25-50K	368	15.9%	23.7%	20.6%
\$50-75K	569	24.6%	18.3%	17.2%
\$75-100K	403	17.4%	12.5%	12.8%
Over \$100K	380	16.4%	25.7%	31.0%
Total	2,315	100%	100%	100%

Source: U.S. Census Bureau, American Community Survey, 2020: ACS 5-Year Estimates Subject Tables

## COUNTY HEALTH RANKINGS & ROADMAPS

For the 2022 County Health Rankings, Lafayette County ranked 40 for Health Outcome and 46 for Health Factors out of 67 Florida counties.

Health Factors are defined as environmental influences that affect how well and how long people live. The County Health Rankings consider **physical environment** (housing and transit and air & water quality), **social and economic factors** (community safety, family & social support, income, employment, and education), **clinical care** (quality of care and access to care), and **health behaviors** (sexual activity, alcohol & drug use, diet & exercise, and tobacco use).

The table below includes select measures from County Health Rankings & Roadmaps.

**Table 17: County Health Rankings – Select Measures**

	Lafayette County (FL)	Taylor County (FL)	FL
<b>Health Outcomes</b>			
<b>Ranking (of 67)</b>	<b>40</b>	<b>59</b>	
Premature death	8,700	10,900	7,500
<b>Quality of Life</b>			
Poor to Fair Health	27%	28%	18%
Low Birthweight	8%	10%	9%
<b>Health Behaviors</b>			
Adult smoking	26%	28%	15%
Adult obesity	37%	37%	26%
Physical inactivity	36%	35%	26%
Alcohol-impaired driving deaths	22%	39%	22%
Teen births	19	41	18

Source: County Health Rankings & Roadmaps ([www.countyhealthrankings.org](http://www.countyhealthrankings.org))

The County Health Rankings define Premature Death as leading causes of death for those under the age of 75 within the categories of malignant neoplasms, diseases of the heart, accidents (unintentional injuries), chronic lower respiratory diseases and intentional self-harm (suicide). The data is reported as “years of potential life lost before age 75 per 100,000 population” and is age-adjusted to ensure it is comparable across counties.

New in 2022, but not factored into the County Health Ranking, are expanded metrics on life expectancy and measures of distress.

**Table 18: County Health Rankings – Additional Metrics**

	Lafayette County (FL)	Taylor County (FL)	FL
<b>Additional Health Outcomes</b>			
COVID-19 age-adjusted mortality	140	98	56
Life expectancy	76.5	74.3	79.7

Premature age-adjusted mortality	490	560	350
Frequent physical distress	17%	19%	12%
Frequent mental distress	19%	20%	14%
Diabetes prevalence	12%	12%	9%
HIV prevalence	178	763	615

Source: County Health Rankings & Roadmaps ([www.countyhealthrankings.org](http://www.countyhealthrankings.org))

For Lafayette County, the COVID-19 age-adjusted mortality rate was nearly triple than reported for the State of Florida. This measure includes all deaths occurring between January 1, 2020, and December 31, 2020, due to COVID-19, per 100,000 population.

In addition to Health Outcomes and Health Behaviors, a number of Clinical Care measures were also reviewed for the service area.

**Table 19: County Health Rankings – Clinical Care Measures**

	Lafayette County (FL)	Taylor County (FL)	FL
<b>Clinical Care</b>			
<b>Ranking (of 67)</b>	<b>46</b>	<b>62</b>	
Uninsured	20%	15%	16%
Primary Care Physicians	8,420:1	3,080:1	1,370:1
Dentists	-	3,600:1	1,630:1
Mental Health Providers	8,480:1	3,090:1	550:1
Preventable Hospital Stays	5,349	4,394	4,203
Mammography Screening	42%	36%	44%
Flu Vaccinations	32%	34%	45%

Source: County Health Rankings & Roadmaps ([www.countyhealthrankings.org](http://www.countyhealthrankings.org))

For Lafayette County, the rate of those who are uninsured is slightly higher than the rest of Florida. There is a significant gap in primary care physicians, dentists, and mental health providers in Lafayette County. Preventable hospital stays are higher when compared to both Taylor County and the State metric. Mammography screenings trend close to the State metrics but the rate of flu vaccinations is 13 points lower in Lafayette County when compared to the State.



## APPENDIX B – ONLINE COMMUNITY HEALTH NEEDS SURVEY

### Community Health Needs Assessment Survey 2022-2024

The Florida Department of Health in Taylor County and Doctors Memorial Hospital have partnered to complete a Community Health Needs Assessment. Along with community leaders, we invite you to help us improve the health of our communities. Please complete a 7-minute Community Health Needs survey so we can better understand issues our friends and neighbors face. We will share the data we receive and work with regional organizations, schools, and churches to make improvements.

1. Do you have a physician, nurse practitioner, or physician assistant you see regularly for health care needs?
  - a. Yes
  - b. No
  
2. Where do you receive your medical care (select all that apply)?
  - a. Emergency room
  - b. Health department
  - c. Primary care provider's office
  - d. Urgent or express care clinic
  - e. Community health clinic
  - f. Virtual care/telemedicine
  - g. Retail clinic (MinuteClinic, CVS, etc.)
  - h. Federally qualified clinic (Taylor Medical Center, etc.)
  - i. Chiropractor
  - j. Mental health care provider (psychiatrist, counselor)
  - k. Holistic measures (acupuncture, herbs, etc.)
  - l. I would not seek health care
  - m. Other \_\_\_\_\_
  
3. How would you describe your overall health?
  - a. Excellent
  - b. Good
  - c. Fair
  - d. Poor
  
4. How would you describe your mental health?

- a. Excellent
  - b. Good
  - c. Fair
  - d. Poor
5. Please choose the health challenges you face (select all that apply).
- a. Alcohol abuse
  - b. Cancer
  - c. Chronic kidney disease
  - d. Diabetes
  - e. Lung disease
  - f. Heart disease
  - g. High blood pressure
  - h. Joint pain or back pain
  - i. Mental health issues (depression, anxiety, dementia, etc.)
  - j. Overweight/obesity
  - k. Self-harm
  - l. Stroke
  - m. Substance abuse
  - n. I do not have any health challenges
  - o. Other \_\_\_\_\_
6. Are you receiving the medical care you need?
- a. Yes
  - b. No
7. What issues prevent you from accessing the care you need (select all that apply)?
- a. Cultural/religious beliefs
  - b. Don't know how to find doctors
  - c. Don't know how to find a mental healthcare provider
  - d. Lack of trust of the medical community
  - e. Lack of availability of medical healthcare providers
  - f. Lack of availability of mental health providers
  - g. No local providers
  - h. Hours of availability
  - i. Childcare
  - j. Don't feel it is necessary to see a provider regularly
  - k. Fear (e.g., not ready to face/discuss health problem)
  - l. Language barriers
  - m. No insurance and unable to pay for the care
  - n. Transportation
  - o. Unable to pay co-pays/deductibles



- p. No issues prevent me from accessing the care I need
  - q. Other \_\_\_\_\_
8. Which of the following preventative procedures have you had in the past 12 months (select all that apply)?
- a. Blood pressure check
  - b. Blood sugar check
  - c. Blood test
  - d. Bone density test
  - e. Cardiovascular screening
  - f. Cholesterol screening
  - g. Colon/rectal exam
  - h. COVID 19 vaccine
  - i. Dental cleaning/X-rays
  - j. Flu Shot
  - k. Hearing screening
  - l. HIV/Hepatitis A/B/C screening
  - m. Lung cancer screening
  - n. Mammogram (if female)
  - o. Pap smear (if female)
  - p. Physical exam
  - q. Prostate cancer screening (if male)
  - r. Skin cancer screening
  - s. Vision screening
  - t. None of the above
9. Please choose all the statements that apply to you.
- a. I have access to a wellness program through my employer
  - b. I eat at least five servings of fruit or vegetables per day
  - c. I eat fast food more than once per week
  - d. I consume sugary drinks daily
  - e. I exercise at least three times per week
  - f. I get a flu shot every year
  - g. I routinely get more than 7 hours of sleep every night
  - h. I smoke cigarettes, e-cigarettes, vape, or use other nicotine products
  - i. I use illegal drugs
  - j. I abuse or overuse prescription drugs
  - k. I combine alcohol with prescription drugs
  - l. I have more than 2 alcoholic drinks per day
  - m. I have more than 15 alcoholic drinks per week
  - n. I routinely view more than 2 hours screen time daily
  - o. I feel lonely or isolated most days
  - p. None of the above apply to me

10. Where do you get most of your health information? (select all that apply)
- a. Doctor/health care provider
  - b. Social media (Facebook, Twitter, etc.)
  - c. Family, friends, neighbor
  - d. Health department
  - e. Health fairs
  - f. Hospital
  - g. Internet
  - h. Library
  - i. Newspaper/magazines
  - j. Radio
  - k. Church group
  - l. School
  - m. TV
  - n. Worksite
  - o. Other \_\_\_\_\_
11. Are you active in a community of faith or church?
- a. Yes
  - b. No
12. On a typical day how would you rate your level of stress?
- a. Very high
  - b. High
  - c. Moderate
  - d. Low
  - e. Very low
13. How do you cope with stress?
- a. Watch TV
  - b. Read
  - c. Listen to music
  - d. Talk with family and/or friends
  - e. Talk with a mental health professional
  - f. Prayer
  - g. Meditation
  - h. Exercise
  - i. Eat unhealthy foods
  - j. Use nicotine products (cigarettes, vaping, chewing)
  - k. Drink alcohol
  - l. Consume illegal drugs
  - m. Take prescription medications

- n. Hurt self
  - o. Other \_\_\_\_\_
14. In the past 12 months, have you felt unsafe in any way?  
(physically hurt, insulted, threatened, screamed or cursed at)
- a. Yes
  - b. No
15. Do you see affordable housing/utilities as an issue in your area?
- a. Yes
  - b. No
16. As far as your living situation, do any of the following apply to you? (select all that apply)
- a. Bug infestation
  - b. Mold
  - c. Lead paint or pipes
  - d. Inadequate heating/cooling
  - e. Appliances not working
  - f. Lack of smoke/carbon monoxide detectors
  - g. Water leaks
  - h. None of the above
  - i. Other \_\_\_\_\_
17. What is your regular source of transportation?
- a. Bicycle
  - b. Car
  - c. Motorcycle
  - d. Public transportation
  - e. Walk
  - f. Reliance on family/neighbors
  - g. None
  - h. Other \_\_\_\_\_
18. Do you regularly have access to fresh fruits and vegetables?
- a. Yes
  - b. No
19. Have either you or an immediate family member (spouse, parent, grandparent, child, brother, or sister been diagnosed with any of the following health conditions (select all that apply)?
- a. Alcoholism
  - b. Anxiety
  - c. Arthritis

- d. Autism
- e. Breast cancer
- f. Cervical cancer
- g. Chronic kidney disease
- h. Colon cancer
- i. COPD
- j. COVID 19
- k. Dementia/Alzheimer's Disease
- l. Depression
- m. Diabetes
- n. Emphysema
- o. Heart disease/heart attack
- p. Heart failure
- q. High blood pressure
- r. High cholesterol
- s. Liver disease
- t. Lung cancer
- u. Multiple sclerosis
- v. Obesity
- w. Peripheral artery disease
- x. Prostate cancer
- y. Skin cancer
- z. Stroke
- aa. Substance abuse
- bb. None
- cc. Other \_\_\_\_\_

20. Within the last three years, have you or someone you know been affected by opioid substance abuse?
- a. Yes
  - b. No
21. On a typical day, how many cigarettes do you smoke (either actual or electronic/vapor)?
- a. 1-4
  - b. 5-8
  - c. 9-12
  - d. More than 12
  - e. None
22. What type of insurance do members of your household have (select all that apply)?
- a. Insurance provided through your employer
  - b. Medicare

- c. Medicaid
  - d. No insurance coverage (uninsured)
  - e. Private insurance
  - f. Other \_\_\_\_\_
23. Please select the top 3 health challenges our community faces.
- a. Healthcare access (hospital, healthcare provider, ambulance, etc.)
  - b. Social determinants (housing/homelessness, economic stability, transportation, education, hunger, ethnicity/race)
  - c. Prevention Services (education, screening, etc.)
  - d. Environmental quality (air, water, parks, etc.)
  - e. Injury and violence (crime, guns, abuse, neglect, car accidents, etc.)
  - f. Substance use disorders (prescription drugs, illegal drugs, alcohol)
  - g. Tobacco use (including secondhand smoke exposure)
  - h. Mental Health (depression, anxiety, dementia, social isolation, etc.)
  - i. Heart disease, stroke, diabetes, high blood pressure
  - j. Cancer
  - k. Infectious disease (Hepatitis A/B/ C, HIV, etc.)
  - l. Contagious disease (COVID)
  - m. Maternal, Infant, Child health (pregnancy)
  - n. Obesity and Nutrition (lack of access to fresh fruits and vegetables)
  - o. Food insecurity
  - p. Physical Activity (spaces to walk/exercise)
  - q. Oral Health
  - r. Knowledge of resources available in community
  - s. Other \_\_\_\_\_
24. Pick 3 items needed to improve the health of our community.
- a. Access to healthy food (fresh produce)
  - b. Job opportunities
  - c. Mental health services
  - d. Recreation facilities (parks, community activities)
  - e. Transportation
  - f. Wellness services (Employee or Insurance sponsored)
  - g. Specialty physicians
  - h. Free or affordable health screenings
  - i. Safe places to walk/play
  - j. Substance use disorder rehabilitation services
  - k. Access to my doctor/healthcare provider

- l. I don't know
  - m. Other \_\_\_\_\_
25. What is your age?
- a. Under 15
  - b. 15 – 17
  - c. 18 – 24
  - d. 25 – 34
  - e. 35 – 54
  - f. 55 – 64
  - g. 65+
26. What is your gender?
- a. Male
  - b. Female
  - c. Transgender
  - d. Non-Binary
27. How would you describe your race/ethnicity?
- a. African American/Black
  - b. Caucasian/white
  - c. Asian
  - d. Hispanic
  - e. American Indian/Alaska Native
  - f. Native Hawaiian/Pacific Islander
  - g. Biracial/multiracial
28. What is your employment status?
- a. Full time
  - b. Part time
  - c. Self employed
  - d. Unemployed
  - e. Retired
  - f. Student
29. What is your annual household income?
- a. Less than \$15,000
  - b. \$15,000 - \$25,000
  - c. \$25,000 - \$ 50,000
  - d. \$50,000 - \$75,000
  - e. \$75,000 - \$100,000
  - f. Over \$100,000

30. How would you describe the current health of your personal financial situation?
- a. Comfortable. No concerns about the future. I understand what I need to do and have a savings plan in place.
  - b. Improving. I have some concerns about my financial future, but I have resources and I am learning.
  - c. Worried. I can get by, but I am not able to save. I am worried about my financial future.
  - d. Very challenged. Periodically, I can't pay bills. I need help and I am looking for resources.
  - e. Ignoring it. I don't pay attention to my financial situation.
31. What is the highest level of education you have attained?
- a. Less than high school
  - b. Some high school
  - c. High school degree
  - d. Graduate equivalency degree (GED)
  - e. Some college/Associates degree
  - f. Bachelor's degree or higher
32. In which county do you live?
- a. Taylor
  - b. Lafayette
  - c. Jefferson
  - d. Madison
  - e. Suwanee
  - f. Dixie
  - g. Other \_\_\_\_\_
33. Do you have any children under the age of 18 living with you?
- a. Yes
  - b. No

# APPENDIX C – ONLINE COMMUNITY HEALTH NEEDS SURVEY RESULTS

Taylor County (FL)

## 2022 Community Health Needs Assessment Survey

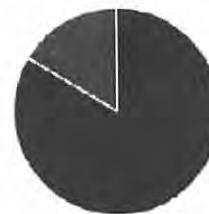
159  
Responses

10:47  
Average time to complete

Closed  
Status

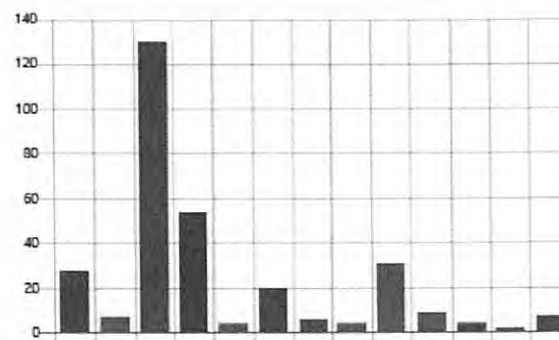
1. Do you have a physician, nurse practitioner, or physician assistant you see regularly for health care needs?

<input checked="" type="radio"/> Yes	133
<input type="radio"/> No	26



2. Where do you receive your medical care (select all that apply)?

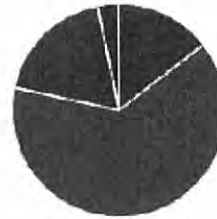
<input checked="" type="checkbox"/> Emergency room	28
<input checked="" type="checkbox"/> Health department	7
<input checked="" type="checkbox"/> Primary care provider's office	130
<input checked="" type="checkbox"/> Urgent or express care clinic	54
<input checked="" type="checkbox"/> Community health clinic	4
<input checked="" type="checkbox"/> Virtual care/telemedicine	20
<input checked="" type="checkbox"/> Retail clinic (MinuteClinic, CVS...)	6
<input checked="" type="checkbox"/> Federally qualified clinic (Taylo...	4
<input checked="" type="checkbox"/> Chiropractor	31
<input checked="" type="checkbox"/> Mental health care provider (p...	9
<input checked="" type="checkbox"/> Holistic measures (acupunctur...	4
<input checked="" type="checkbox"/> I would not seek health care	2
<input checked="" type="checkbox"/> Other	7





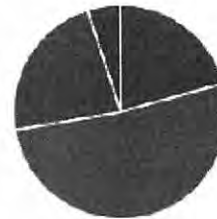
### 3. How would you describe your overall health?

Excellent	23
Good	101
Fair	29
Poor	5



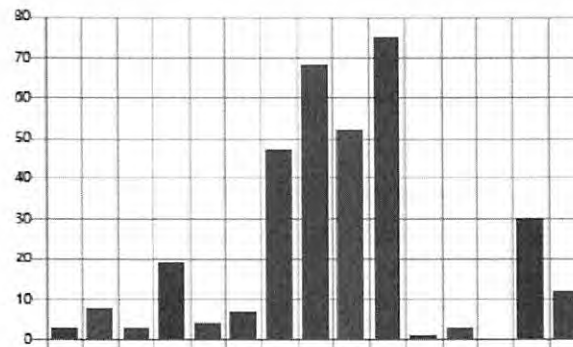
### 4. How would you describe your mental health?

Excellent	33
Good	82
Fair	36
Poor	8



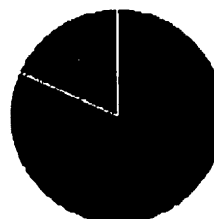
### 5. Please choose the health challenges you face (select all that apply).

Alcohol abuse	3
Cancer	8
Chronic kidney disease	3
Diabetes	19
Lung disease	4
Heart disease	7
High blood pressure	47
Joint pain or back pain	68
Mental health issues (depressi...	52
Overweight/obesity	75
Self-harm	1
Stroke	3
Substance abuse	0
I do not have any health chall...	30
Other	12



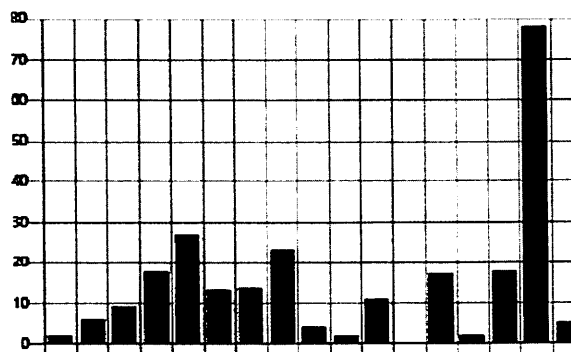
6. Are you receiving the medical care you need?

<input checked="" type="radio"/> Yes	129
<input type="radio"/> No	29



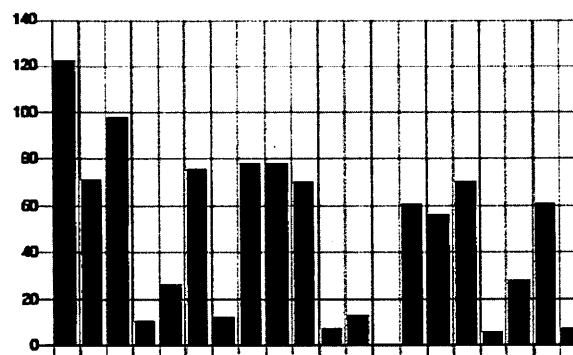
7. What issues prevent you from accessing the care you need (select all that apply)?

<input type="radio"/> Cultural/religious beliefs	2
<input type="radio"/> Don't know how to find doctors	6
<input type="radio"/> Don't know how to find a men...	9
<input type="radio"/> Lack of trust of the medical co...	18
<input type="radio"/> Lack of availability of medical ...	27
<input type="radio"/> Lack of availability of mental h...	13
<input type="radio"/> No local providers	14
<input type="radio"/> Hours of availability	23
<input type="radio"/> Childcare	4
<input type="radio"/> Don't feel it is necessary to se...	2
<input type="radio"/> Fear (e.g., not ready to face/di...	11
<input type="radio"/> Language barriers	0
<input type="radio"/> No insurance and unable to p...	17
<input type="radio"/> Transportation	2
<input type="radio"/> Unable to pay co-pays/deduct...	18
<input type="radio"/> No issues prevent me from ac...	78
<input type="radio"/> Other	5



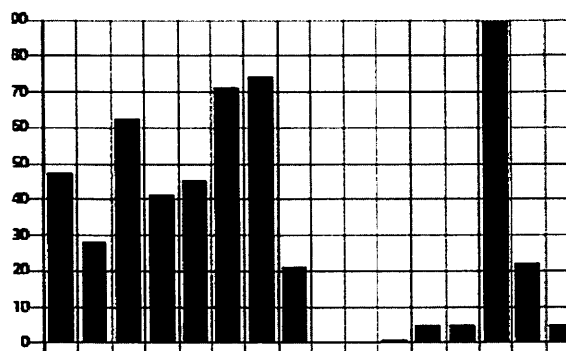
8. Which of the following preventative procedures have you had in the past 12 months (select all that apply)?

<input checked="" type="radio"/> Blood pressure check	122
<input checked="" type="radio"/> Blood sugar check	71
<input checked="" type="radio"/> Blood test	98
<input checked="" type="radio"/> Bone density test	11
<input checked="" type="radio"/> Cardiovascular screening	26
<input checked="" type="radio"/> Cholesterol screening	76
<input checked="" type="radio"/> Colon/rectal exam	12
<input checked="" type="radio"/> COVID 19 vaccine	78
<input checked="" type="radio"/> Dental cleaning/X-rays	78
<input checked="" type="radio"/> Flu Shot	70
<input checked="" type="radio"/> Hearing screening	7
<input checked="" type="radio"/> HIV/Hepatitis A/B/C screening	13
<input checked="" type="radio"/> Lung cancer screening	0
<input checked="" type="radio"/> Mammogram (if female)	61
<input checked="" type="radio"/> Pap smear (if female)	56
<input checked="" type="radio"/> Physical exam	70
<input checked="" type="radio"/> Prostate cancer screening (if ...)	6
<input checked="" type="radio"/> Skin cancer screening	28
<input checked="" type="radio"/> Vision screening	61
<input checked="" type="radio"/> None of the above	7



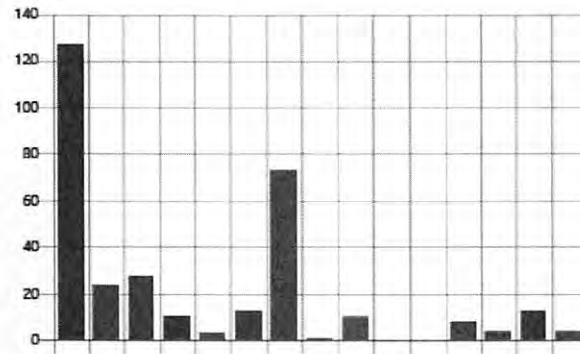
9. Please choose all the statements that apply to you.

- ☐ I have access to a wellness pro... 47
- ☐ I eat at least five servings of fr... 28
- ☐ I eat fast food more than once... 62
- ☐ I consume sugary drinks daily 41
- ☐ I exercise at least three times ... 45
- ☐ I get a flu shot every year 71
- ☐ I routinely get more than 7 ho... 74
- ☐ I smoke cigarettes, e-cigarette... 21
- ☐ I use illegal drugs 0
- ☐ I abuse or overuse prescriptio... 0
- ☐ I combine alcohol with prescri... 1
- ☐ I have more than 2 alcoholic d... 5
- ☐ I have more than 15 alcoholic ... 5
- ☐ I routinely view more than 2 h... 89
- ☐ I feel lonely or isolated most d... 22
- ☐ None of the above apply to me 5



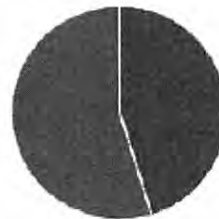
10. Where do you get most of your health information? (select all that apply)

Doctor/health care provider	127
Social media (Facebook, Twitt...	24
Family, friends, neighbor	28
Health department	11
Health fairs	3
Hospital	13
Internet	73
Library	1
Newspaper/magazines	10
Radio	0
Church group	0
School	8
TV	4
Worksite	13
Other	4



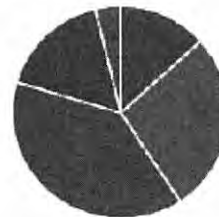
11. Are you active in a community of faith or church?

Yes	71
No	86



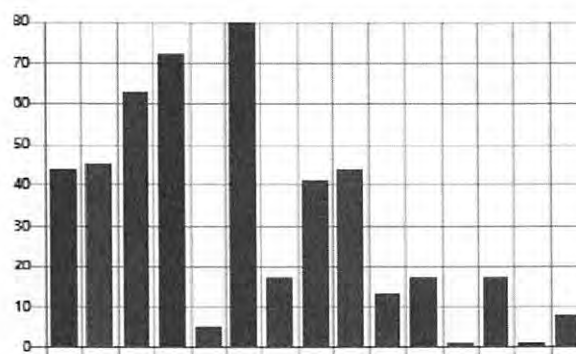
12. On a typical day how would you rate your level of stress?

Very high	21
High	43
Moderate	61
Low	26
Very low	6



### 13. How do you cope with stress?

● Watch TV	44
● Read	45
● Listen to music	63
● Talk with family and/or friends	72
● Talk with a mental health prof...	5
● Prayer	80
● Meditation	17
● Exercise	41
● Eat unhealthy foods	44
● Use nicotine products (cigaret...	13
● Drink alcohol	17
● Consume illegal drugs	1
● Take prescription medications	17
● Hurt self	1
● Other	8



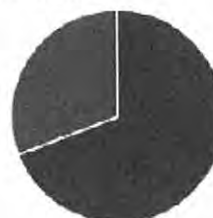
### 14. In the past 12 months, have you felt unsafe in any way? (physically hurt, insulted, threatened, screamed or cursed at)

● Yes	25
● No	134



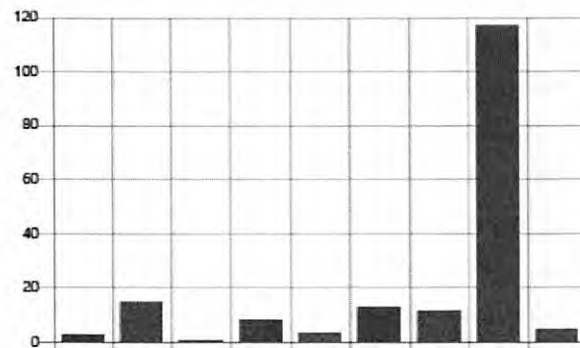
### 15. Do you see affordable housing/utilities as an issue in your area?

● Yes	108
● No	48



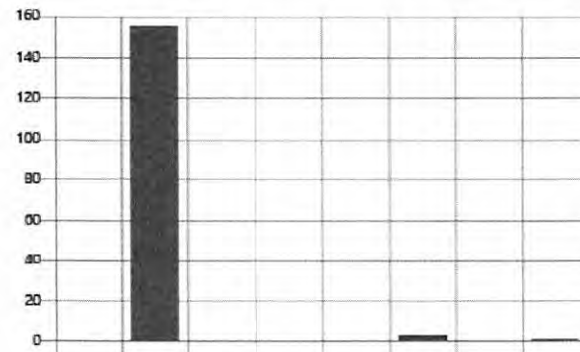
16. As far as your living situation, do any of the following apply to you? (select all that apply)

<input type="checkbox"/> Bug infestation	3
<input type="checkbox"/> Mold	15
<input type="checkbox"/> Lead paint or pipes	1
<input type="checkbox"/> Inadequate heating/cooling	8
<input type="checkbox"/> Appliances not working	4
<input type="checkbox"/> Lack of smoke/carbon monoxi...	13
<input type="checkbox"/> Water leaks	12
<input type="checkbox"/> None of the above	117
<input type="checkbox"/> Other	5



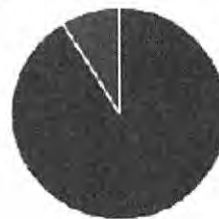
17. What is your regular source of transportation?

<input type="checkbox"/> Bicycle	0
<input type="checkbox"/> Car	155
<input type="checkbox"/> Motorcycle	0
<input type="checkbox"/> Public transportation	0
<input type="checkbox"/> Walk	0
<input type="checkbox"/> Reliance on family/neighbors	3
<input type="checkbox"/> None	0
<input type="checkbox"/> Other	1



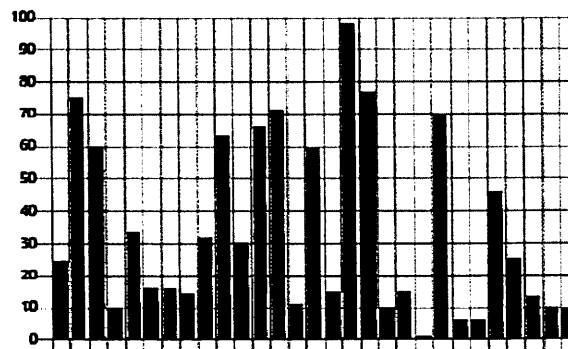
18. Do you regularly have access to fresh fruits and vegetables?

<input type="checkbox"/> Yes	144
<input type="checkbox"/> No	14



19. Have either you or an immediate family member (spouse, parent, grandparent, child, brother, or sister) been diagnosed with any of the following health conditions (select all that apply)?

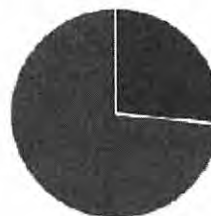
<input checked="" type="radio"/> Alcoholism	24
<input checked="" type="radio"/> Anxiety	75
<input checked="" type="radio"/> Arthritis	60
<input checked="" type="radio"/> Autism	10
<input checked="" type="radio"/> Breast cancer	33
<input checked="" type="radio"/> Cervical cancer	16
<input checked="" type="radio"/> Chronic kidney disease	16
<input checked="" type="radio"/> Colon cancer	14
<input checked="" type="radio"/> COPD	32
<input checked="" type="radio"/> COVID 19	63
<input checked="" type="radio"/> Dementia/Alzheimer's Disease	30
<input checked="" type="radio"/> Depression	66
<input checked="" type="radio"/> Diabetes	71
<input checked="" type="radio"/> Emphysema	11
<input checked="" type="radio"/> Heart disease/heart attack	59
<input checked="" type="radio"/> Heart failure	15
<input checked="" type="radio"/> High blood pressure	98
<input checked="" type="radio"/> High cholesterol	77
<input checked="" type="radio"/> Liver disease	10
<input checked="" type="radio"/> Lung cancer	15
<input checked="" type="radio"/> Multiple sclerosis	1
<input checked="" type="radio"/> Obesity	69
<input checked="" type="radio"/> Peripheral artery disease	6
<input checked="" type="radio"/> Prostate cancer	6
<input checked="" type="radio"/> Skin cancer	46
<input checked="" type="radio"/> Stroke	25
<input checked="" type="radio"/> Substance abuse	13
<input checked="" type="radio"/> None	10
<input checked="" type="radio"/> Other	9





20. Within the last three years, have you or someone you know been affected by opioid substance abuse?

<input checked="" type="radio"/> Yes	42
<input type="radio"/> No	116



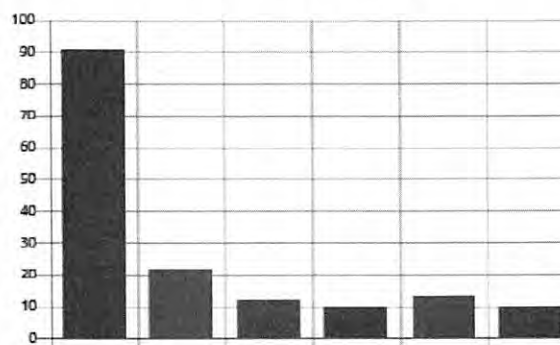
21. On a typical day, how many cigarettes do you smoke (either actual or electronic/vapor)?

<input checked="" type="radio"/> 1-4	3
<input type="radio"/> 5-8	6
<input type="radio"/> 9-12	1
<input type="radio"/> More than 12	11
<input type="radio"/> None	138



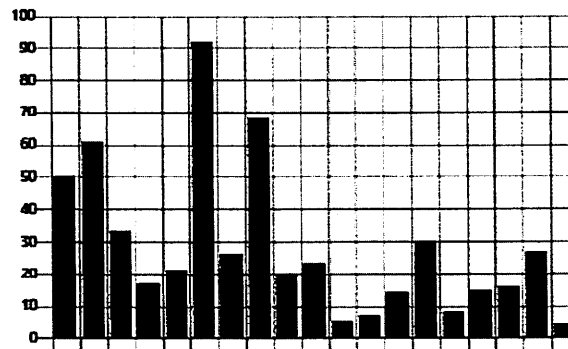
22. What type of insurance do members of your household have (select all that apply)?

<input checked="" type="radio"/> Insurance provided through y...	91
<input type="radio"/> Medicare	22
<input type="radio"/> Medicaid	12
<input type="radio"/> No insurance coverage (unins...	10
<input type="radio"/> Private insurance	13
<input type="radio"/> Other	10



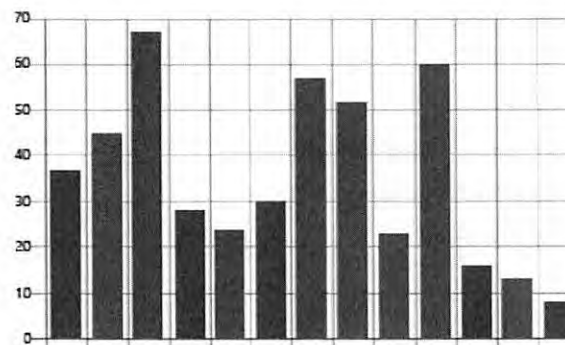
23. Please select the top 3 health challenges our community faces.

● Healthcare access (hospital, h...	50
● Social determinants (housing/...	61
● Prevention Services (educatio...	33
● Environmental quality (air, wat...	17
● Injury and violence (crime, gu...	21
● Substance use disorders (pres...	92
● Tobacco use (including secon...	26
● Mental Health (depression, an...	68
● Heart disease, stroke, diabetes...	20
● Cancer	23
● Infectious disease (Hepatitis A...	5
● Contagious disease (COVID)	7
● Maternal, Infant, Child health (...)	14
● Obesity and Nutrition (lack of ...)	30
● Food insecurity	8
● Physical Activity (spaces to wal...	15
● Oral Health	16
● Knowledge of resources availa...	27
● Other	4



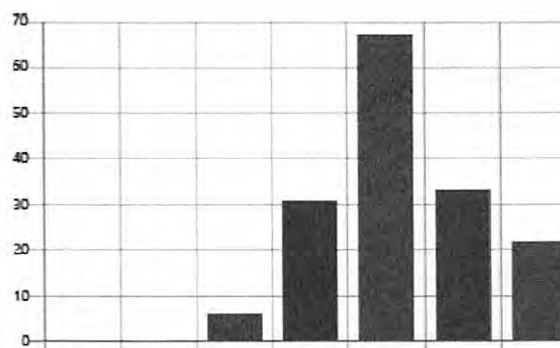
24. Pick 3 items needed to improve the health of our community.

● Access to healthy food (fresh ...	37
● Job opportunities	45
● Mental health services	67
● Recreation facilities (parks, co...	28
● Transportation	24
● Wellness services (Employee o...	30
● Specialty physicians	57
● Free or affordable health scree...	52
● Safe places to walk/play	23
● Substance use disorder rehabi...	60
● Access to my doctor/healthcar...	16
● I don't know	13
● Other	8



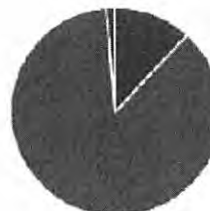
25. What is your age?

● Under 15	0
● 15 – 17	0
● 18 – 24	6
● 25 – 34	31
● 35 – 54	67
● 55 – 64	33
● 65+	22



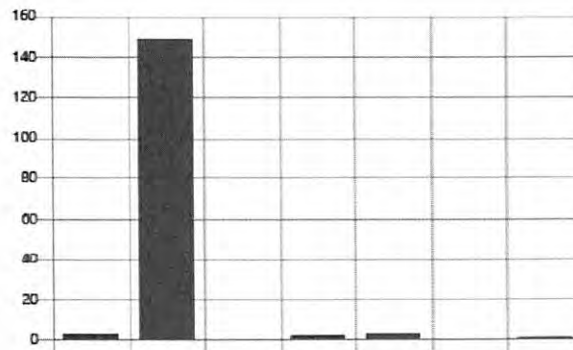
26. What is your gender?

● Male	19
● Female	138
● Transgender	0
● Non-Binary	2



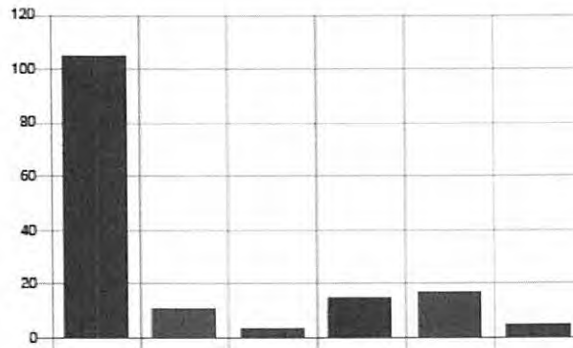
27. How would you describe your race/ethnicity?

<input type="radio"/> African American/Black	3
<input type="radio"/> Caucasian/white	149
<input type="radio"/> Asian	0
<input type="radio"/> Hispanic	2
<input type="radio"/> American Indian/Alaska Native	3
<input type="radio"/> Native Hawaiian/Pacific Islander	0
<input type="radio"/> Biracial/multiracial	1



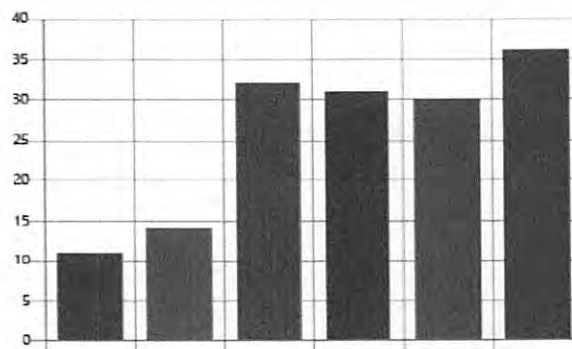
28. What is your employment status?

<input type="radio"/> Full time	105
<input type="radio"/> Part time	11
<input type="radio"/> Self employed	4
<input type="radio"/> Unemployed	15
<input type="radio"/> Retired	17
<input type="radio"/> Student	5



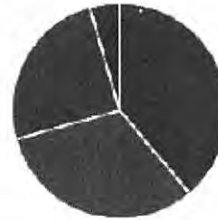
29. What is your annual household income?

<input type="radio"/> Less than \$15,000	11
<input type="radio"/> \$15,000 - \$25,000	14
<input type="radio"/> \$25,000 - \$50,000	32
<input type="radio"/> \$50,000 - \$75,000	31
<input type="radio"/> \$75,000 - \$100,000	30
<input type="radio"/> Over \$100,000	36



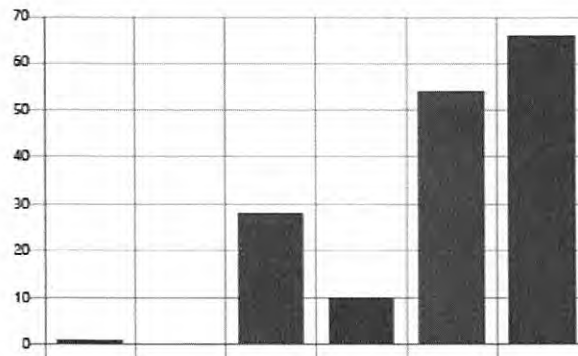
30. How would you describe the current health of your personal financial situation?

- ☐ Comfortable. No concerns ab... 61
- ☐ Improving. I have some conce... 50
- ☐ Worried. I can get by, but I am... 39
- ☐ Very challenged. Periodically, I... 7
- ☐ Ignoring it. I don't pay attenti... 0



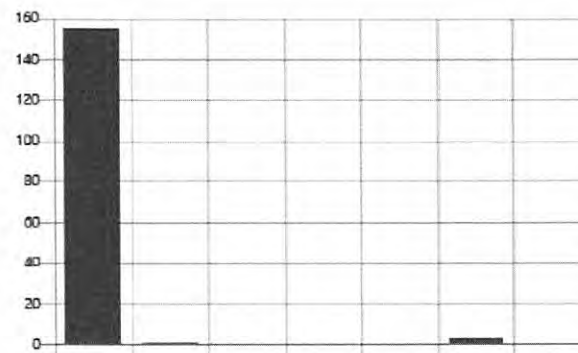
31. What is the highest level of education you have attained?

- ☐ Less than high school 1
- ☐ Some high school 0
- ☐ High school degree 28
- ☐ Graduate equivalency degree (... 10
- ☐ Some college/Associates degr... 54
- ☐ Bachelor's degree or higher 66



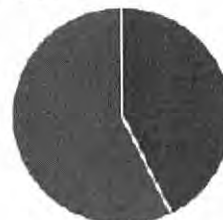
32. In which county do you live?

- ☐ Taylor 155
- ☐ Lafayette 1
- ☐ Jefferson 0
- ☐ Madison 0
- ☐ Suwannee 0
- ☐ Dixie 3
- ☐ Other 0



33. Do you have any children under the age of 18 living with you?

- ☐ Yes 68
- ☐ No 91



**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:****MEETING DATE REQUESTED:****9-20-2022****Statement of Issue:****Recommended Action:** Consideration and Approval of Big Bend Water Authority Board Member for 2022-2024**Fiscal Impact:****Budgeted Expense:****Submitted By:** Laura Valentine**Contact:** Mark Reblin**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:****Options:****Attachments:**

## Sarah Weirick

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**From:** LaWanda Pemberton  
**Sent:** Friday, August 26, 2022 1:35 PM  
**To:** Sarah Weirick  
**Subject:** FW: Ad for BBWA  
**Attachments:** 20220825\_130718.pdf

Please print and place in the agenda basket for me, thanks !

---

**From:** bbwa [mailto:bbwa@bellsouth.net]  
**Sent:** Friday, August 26, 2022 1:15 PM  
**To:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Subject:** Re: Ad for BBWA

Good afternoon,

Mr. McKinnon dropped this off here. I hope there isn't a problem with emailing it to you. Please advise.

Thank you and have a great weekend.

Laura

On Thursday, August 25, 2022 at 02:37:20 PM EDT, bbwa <[bbwa@bellsouth.net](mailto:bbwa@bellsouth.net)> wrote:

I have one that was turned in to us, is it ok to email it to you?

Thanks

On Thursday, August 25, 2022 at 09:34:23 AM EDT, LaWanda Pemberton <[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)> wrote:

No, I have not.

---

**From:** bbwa [mailto:bbwa@bellsouth.net]  
**Sent:** Thursday, August 25, 2022 9:18 AM  
**To:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Subject:** Re: Ad for BBWA

Good morning,

Have you received any applications for board members?

Thanks,

# BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Wendell McKinnon

MAILING ADDRESS: P O Box 751

CITY: Steinhatchee STATE: FLORIDA ZIP: 32359

HOME PHONE: 407-908-8356

WORK PHONE: 407-908-8356

EMAIL: wendellmckinnon@gmail.com

EMPLOYER: self employed

JOB TITLE: retired

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 13 yrs as vacation home : 9 yrs permanent

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ☒ NO: ☐

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

My desire to continue to help the community of Steinhatchee  
bringing 16 years experience with water and sewer. As a  
Commissioner in Kissimmee FL, the commission worked closely  
with department heads, creating policy for the water and sewer  
department. During my term, our board created Toho Water Authority.  
I served as a board member for TWA 6 years. I am happy to serve  
our community on the Big Bend Water Authority, as this board works  
well together and I am looking forward to working with board members  
and the manager of BBWA.



I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8/26/22  
DATE

Wendell McKin  
SIGNATURE

I have served on various community, county and state boards for many years before moving to Steinhatchee, Fl., as well as being a successful business owner for 25 + years: McKinnon & Son's Inc. and L& M Partnership.

City of Kissimmee Planning Board 9 years

Kissimmee City Commissioner 8 years 1998-2006

Osceola Council on Aging 8 years

Osceola Lake Advisory Board 4+ years

MetroPlan Orlando: board member 8 years, Chairman, Vice Chairman, Secretary/Treasurer

East Central Florida Regional Planning Council 8 years

State MPOAC Governing Board 2 years

Tri-County League of Cities Board; office of President 8 years

Florida League of Cities Board of Directors 2 years

Central Florida MPO Alliance

Osceola County LCAB Board 4+ years

Toho Water Authority Board 6 years

~~After Moving to Taylor County, Steinhatchee FL:~~ I love this community and feel my previous experience could benefit the Big Bend Water Authority.

Big Bend Water Authority 5 years

Serving these past 5 years I am honored to be a part of this accelerated growth within Steinhatchee, Jena and Big Bend Water Authority. I feel it's important to maintain continuity on our board. Looking forward, there is still much to accomplish.

## **BIG BEND WATER AUTHORITY**

**BBWA is accepting applications for (1) two year term board member in Steinhatchee, FL, (Taylor County service area).**

**Applicant must reside/homestead in the BBWA-Taylor County service area.**  
*This is a non-paying position.*

**Applications can be obtained at BBWA Office. Anyone interested please call Mark Reblin, BBWA General Manager, at 352-498-3576.**

**All applications must be completed and delivered to the Taylor County Administrator's Office, Lawanda Pemberton, 201 E Green St, Perry, FL, 32347. Applications must be received no later than ~~September 11, 2020~~, at the close of the business day (5:00 p.m.).**

*August 31, 2022*

## **BIG BEND WATER AUTHORITY**

BBWA is accepting applications for (1) two year term board member in Steinhatchee, FL (Taylor County service area)

Applicant must reside/homestead in the BBWA-Taylor County service area. This is a non-paying position.

Applications can be obtained at BBWA Office. Anyone interested please call Mark Reblin, BBWA General Manager, at 352-498-3576.

All applications must be completed and delivered to the Taylor County Administrator's Office, Lawanda Pemberton, 201 E. Green Street, Perry, FL 32347. Applications must be received no later than August 31, 2022, at the close of the business day (5:00 p.m.).

Name	Year Seated/Out		Term	County
Howard Hart	2020	2022	2	Dixie
Wendell McKinnon	2020	2022	2	Taylor
Margaret Corbin	2021	2023	2	Dixie
Stan Ridgeway	2021	2023	2	Taylor
James Valentine -County Commissioner				Dixie
Michael Newman- County Commissioner				Taylor
Charlie Norwood(floater)	2021	2022	1	Taylor

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

**THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF  
THE OFFICE OF CRIMINAL JUSTICE GRANTS FOR THE  
EXPANSION OF THE TAYLOR COUNTY JAIL.**



**MEETING DATE REQUESTED:**

**9/20/2022**

**Statement of Issue: OFFICE OF CRIMINAL JUSTICE GRANTS  
FLORIDA DEPARTMENT OF LAW ENFORCEMENT – TAYLOR COUNTY SHERIFF'S  
OFFICE JAIL EXPANSION**

**Recommended Action: APPROVE**

**Fiscal Impact: \$4,617,500.00**

**Budgeted Expense: N/A**

**Submitted By: UNDERSHERIFF MARTY TOMPKINS**

**Contact: 850-843-0440**

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: TO ADD AN EXTENSION TO THE JAIL FOR INMATE  
HOUSING AND TO RENOVATE CERTAIN AREAS WITHIN THE EXISTING JAIL.**

**Options: APPROVE / NOT APPROVE**

**Attachments: 1) STATE OF FLORIDA OFFICE OF CRIMINAL JUSTICE GRANTS  
FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
GRANT AWARD CONTRACT**

**State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308**

**GRANT AWARD**

Recipient: Taylor County Board of County Commissioners  
FLAIR Vendor ID: 596000879  
Grant Period: 07/01/2022 – 06/30/2023  
Project Title: Taylor County Sheriff's Office Jail Expansion  
Grant Number: 7G013  
Awarded Funds: \$4,617,500.00  
CSFA Catalog Number: 71.073

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This agreement is entered into by and between the Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Taylor County Board of County Commissioners (herein referred to as "Recipient"); and

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement: and

WHEREAS the Department has available funds resulting from a single, non-recurring appropriation in The General Appropriations Act, 2022 Legislature, Section 4, Specific Appropriation 1253A, Grants and Aids-Special Projects, intended to be provided to the Recipient as reimbursement of eligible costs resulting from allowable activities as defined in the agreement, and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

*From the funds in Specific Appropriation 1253A, \$4,617,500.00 in nonrecurring fixed capital outlay funds is provided to the Taylor County Board of County Commissioners for Taylor County Sheriff's Office jail project.*

This award is subject to the special conditions outlined in **Appendix A**.



### **Scope of Work**

Award funds will be used to facilitate the expansion, update, and renovation of Taylor County's jail. Currently, the jail is 51 years old and outdated, and will need to undergo extensive renovation and expansion. The scope of work will consist of constructing new housing units (pods) for inmates, holding facility for juveniles, medical unit with a separate isolation area, and fencing/gates around the perimeter. In addition to the renovations, the outdated equipment will need to be updated to enhance their facility and make it more secure, which may include the laundry facility, plumbing, camera system, and locks for cell/corridor doors.

The Recipient will be responsible for the following tasks and activities:

- Conducting procurement activities,
- Overseeing the purchase and installation of equipment; and/or
- Overseeing the activities of the project's expansion, update, and renovation for each phase.

### **Project Deliverables**

Total payments for all deliverables in **Appendix B** will not exceed the maximum grant award amount of \$4,617,500.00.

### **Performance Reports**

The Recipient shall provide **monthly** Performance Reports to the Department attesting to the progress towards deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15<sup>th</sup>.

The Recipient shall respond to the questions below in the monthly performance reports. Information provided by the Recipient will be used by the Department to process payments, verify deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance Reports may require the following information:

1. A narrative describing the activities and accomplishments achieved during the reporting period.
2. Provide a summary report of activities completed and a status addressing the deliverables in the scope of work.
3. Describe any progress or barriers encountered related to achieving those goals during the reporting period and how these obstacles will impact the successful completion of the project.
4. Describe the return on investment or benefits of this program for the organization and/or the community.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

## **Payment Requirements & Financial Claim Reports**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement with the ability to advance. The Department will reimburse the Recipient for allowable expenditures (**Appendix C**) which are incurred during each reporting period in accordance to the terms and conditions and satisfactory performance of all terms by the Recipient. The Recipient shall provide Claim Reports to the Department attesting to expenditures made during the reporting period. These reports are due 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 30<sup>th</sup>.

Claim Reports shall validate the receipt of goods and services and verify the Recipient's compliance with 69I-40.002, F.A.C. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services. All Claim Reports must be certified by the Recipient's chief financial official or financial designee and include a statement that costs claimed are incurred in accordance with the agreement.

Claim Reports must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount specified in the agreement. All Claim Reports are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Claim Report shall be submitted to the Department no more than 30 days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

## Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

### Recipient Grant Manager

**Name:** Marty Tompkins  
**Title:** Undersheriff  
**Address:** 108 N Jefferson St. #103  
Perry, FL 32347  
**Phone:** 850-584-4225  
**Email:** marty.tompkins@taylorsheriff.org

### Recipient Chief Official

**Name:** Thomas Demps  
**Title:** Chairman  
**Address:** 201 E. Green Street  
Perry, FL 32347  
**Phone:** (850) 838-6861  
**Email:** tdemps@taylorcountygov.com

### Recipient Chief Financial Officer

**Name:** John Ketring  
**Title:** Finance Director  
**Address:** 108 N Jefferson St. #103  
Perry, FL 32347  
**Phone:** 850-584-4225  
**Email:** john.ketring@taylorsheriff.org

### Florida Department of Law Enforcement (FDLE) Grant Manager

**Name:** Amber Miller  
**Title:** Government Analyst II  
**Address:** P.O. Box 1489  
Tallahassee, FL 32302-1489  
**Phone:** 850-617-1269  
**Email:** ambermiller@fdle.state.fl.us

### Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

#### Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

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

#### Recipient Taylor County Board of County Commissioners

Signature: \_\_\_\_\_

Typed Name and Title: Thomas Demps, Chairman

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

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

## **Fiscal Year 2022-2023 State Financial Assistance Standard Conditions**

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

### **SECTION I: PROJECT IMPLEMENTATION**

**Legal Authority:** The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

**Not Operational within 60 and 90 Days:** If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

### **SECTION II: PAYMENTS**

**Obligation to Pay:** The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

**Overpayments:** Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

**Advance Funding:** Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

### **SECTION III: PROJECT AND GRANT MANAGEMENT**

**Personnel Changes:** The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

**Obligation of Grant Funds:** Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

**Financial Management:** The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

**Travel:** Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

**Subcontracts:** Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

**Grant Adjustments:** Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

**Property Management:** The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

#### **SECTION IV: MANDATORY DISCLOSURES**

**Conflict of Interest:** The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

**Violations of Criminal Law:** The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

**Convicted Vendors:** The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Vendors on Scrutinized Companies Lists:** If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**Discriminatory Vendors:** The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

**Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct:** The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

**Non-Disclosure Agreements:** Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

## **SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS**

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

**Lobbying Prohibited:** The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

**State of Florida E.O. 20-44: Public-Private Partnerships:** Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through

appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

**Civil Rights:** The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**E-Verify:** The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

**Background Check:** Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

**Public Records:** As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

**Independent Contractor, Subcontracting and Assignments:** In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

**Timely Payment of Subcontractors:** To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged



against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

**Notice of Legal Actions:** The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

**Property:** In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

## **SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY**

**Records Retention:** Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

**Records Inspection:** Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

**Monitoring:** The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

**Florida Single Audit Act (FSAA):** The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific

audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, 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. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

**The Department of Law Enforcement:**

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
ATTN: State Financial Assistance  
Post Office Box 1489 Tallahassee, Florida 32302-1489

**The Auditor General's Office at:**

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

**Criminal Justice Information Data Security:** Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

**Recipient's Confidential and Exempt Information:** By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be

applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

## **SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY**

**Financial Penalties for Failure to Take Corrective Action:** Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

**Termination:** The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. 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 subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

**Disputes and Appeals:** The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

**Liability:** Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

## **Appendix A: Special Conditions**

Grant Number: 7G013  
Recipient: Taylor County Board of County Commissioners  
Project Title: Taylor County Sheriff's Office Jail Expansion  
Project Period: 07/01/2022 – 06/30/2023

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- W0001 Prior to the drawdown of funds for project construction services, the Recipient must submit a revised budget detailing what items are covered in the costs for these services.
- W0002 Prior to the drawdown of funds for any third-party contracts entered into by the Recipient for construction services, a completed DFS-A2-NS form must be provided to the Office of Criminal Justice Grants.
- W0003 Prior to the drawdown of funds for construction, the Recipient must submit a copy of any third-party subcontracts related to the agreement and must address the requirements identified in 215.97(7)(a) and (d), Florida Statutes.

## Appendix B - Project Deliverables

Grant Number: 7G013  
Recipient: Taylor County Board of County Commissioners  
Project Title: Taylor County Sheriff's Office Jail Expansion  
Project Period: 07/01/2022 – 06/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

<b>Deliverable 1</b>	Procure services to remove, repair, and install equipment to update the Taylor County jail facility.
Minimum Performance Criteria:	Delivery and receipt of the goods/services procured as attested on the claim report.
Financial Consequences:	This is a cost reimbursement deliverable. Only items listed in the approved budget, purchased and received will be eligible for reimbursement.
Deliverable Price:	Total payments for this deliverable will be approximately \$395,195.00.

<b>Deliverable 2</b>	Procure services to remove, repair, and install services for plumbing and fencing for Taylor County jail facility.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$62,501.00.

<b>Deliverable 3</b>	Procure services to construct the additional units at the Taylor County jail.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$4,159,804.00.

**Appendix C - Budget Details**

Grant Number: 7G013  
Recipient: Taylor County Board of County Commissioners  
Project Title: Taylor County Sheriff's Office Jail Expansion  
Project Period: 07/01/2022 – 06/30/2023

Budget Category	Total
A. Personnel (Salary/Overtime)	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment (OCO)	\$395,195.00
E. Supplies	\$0.00
F. Construction	\$4,222,305.00
G. Consultants/Contracts	\$0.00
H. Other Costs	\$0.00
<b>TOTAL</b>	<b>\$4,617,500.00</b>

**D. Equipment = \$395,195.00**

Award funds will be utilized to replace, repair, and install outdated washer and dryer units, locks for cells/corridor doors, and the camera system. These purchases will support Taylor County's initiative to enhance their county jail and make it more secure.

Washers and Dryers = \$40,274.00

Locks = \$299,921.00

Camera system = \$55,000.00

**F. Construction = \$4,222,305.00**

Award funds will be used to procure plumbing for jail facility and fencing/gates around the perimeter. Cost may include removal, repair, and installation of plumbing and fencing. Also, award funds will be utilized to expand the jail to create new housing units (pods) for inmates, holding facility for juveniles, medical unit with separate area for isolation.

Plumbing = \$50,000.00

Fencing/gates = \$12,501.00

Construction of new housing pods, holding facility, and medical unit = \$4,159,804.00

\*\*\*\* contingent activities and cost breakdown are TBD until construction estimates and analysis is conducted. Taylor County will submit a budget amendment to detail these costs once more information is known. \*\*\*\*

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to consider pursuit of further legal action concerning a Code Enforcement case at 1107 Vaughn Lane in Steinhatchee, due to excessive accumulation of fines.

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** Consider legal action by County Attorney

**Fiscal Impact:**

**Budgeted Expense:** Yes ☐ No ☒ N/A ☐

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The issue centers on a parcel of land owned by Michael Carroll and located at 1107 Vaughn Lane in Steinhatchee. The complaint type is junk, debris and abandoned property. Joe Brenner, the present Code Enforcement Officer, took over the case on May 10, 2018 and after a site visit determined that there existed a violation of Section 30-73 of the Code of Ordinances. On August 29, 2018 a certified letter was mailed to the property owner of a hearing before the Magistrate on September 11, 2018. At the hearing the Special Magistrate ruled that if the violation was not removed within 90 days, a fine of \$25.00 per day would commence. The fines accumulated as of September 9, 2022 total \$34,200.00 and the just value reflected on the Property Appraisers website is \$31,570.00.

- Options:**
1. Turn issue over to the County Attorney
  2. Allow fines to continue to accumulate

- Attachments:**
1. Copy of Magistrate's Order
  2. Photos of the site on September 8, 2022



MICHAEL CARROLL – 1107 VAUGHN LANE, STEINHATCHEE



MICHAEL CARROLL – 1107 VAUGHN LANE, STEINHATCHEE





MICHAEL CARROLL – 1107 VAUGHN LANE, STEINHATCHEE



MICHAEL CARROLL – 1107 VAUGHN LANE, STEINHATCHEE



**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MAGISTRATE**

**TAYLOR COUNTY CODE  
ENFORCEMENT OFFICER,**

Petitioner,

vs.

Michael E. Carroll,

Respondent.

---

**ORDER FINDING VIOLATION OF CODE SECTION(S) 30-73**

THIS MATTER was heard on September 11, 2018. Taylor County Code Enforcement Officer Joseph Brenner was present. Respondent Michael E. Carroll was present. The hearing was properly noticed to begin at 9:30 a.m.

Taylor County Code Enforcement Officer Joseph Brenner was duly sworn. Officer Joseph Brenner introduced into evidence a copy of the Notice of Violation, dated March 23, 2012, and testified that the same was provided to Respondent on March 23, 2012 by hand delivery to Respondent.

Officer Joseph Brenner further testified that Respondent was in violation of Taylor County Ordinance Section(s) 30-73 as of the date that the Notice of Hearing was provided to Respondent. Officer Joseph Brenner further testified that on September 5, 2018, he visited Respondent's property. He observed junk and trash openly stored on the Respondent's property. Respondent, after being duly sworn, testified that he did have junk and trash openly stored on his property, but needed time to clean up the same.

After due consideration of this matter and after having the opportunity to review and consider the aforesaid testimony and evidence, and after having observed and considered the candor and demeanor of the witnesses who appeared and testified before me, and having endeavored to resolve all conflicts of facts in the evidence presented herein, I hereby make the following findings of fact and conclusions of law:

1. The undersigned Special Magistrate has jurisdiction of the subject matter of this matter.
2. Respondent is the owner, lessee, or current occupant of the subject property located at 1107 Vaughn Lane, Steinhatchee, FL 32359.
3. Respondent was provided proper notice of violation of County Code Section(s) 30-73, and was directed therein to cure the alleged violation within 30 days.

4. Respondent did not cure said alleged violation within 30 days.
5. Respondent was further provided proper notice of this hearing.
6. It is unlawful to permit or to cause thereon the open storage and accumulation of junk, trash and abandoned property prohibited on residential, commercial and agricultural property, in violation of Taylor County Code Section(s) 30-73.
7. The undersigned Special Magistrate finds that Respondent was and is still openly storing junk and trash on his property.
8. As such, the undersigned Special Magistrate finds that the Respondent is in violation of Taylor County Code Section(s) 30-73.
9. The undersigned Special Magistrate is authorized to impose:

**For a first violation**, an order to correct the violation by a date certain. Thereafter, if the violation has not been cured, the undersigned Special Magistrate may impose up to a \$250.00 per day fine and in addition, may include all costs of repairs pursuant to subsection (a) of Taylor County Code Section 2-153. However, if the undersigned Special Magistrate finds that the violation is irreparable or irreversible in nature, he may impose a fixed fine not to exceed \$5,000.00. A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. Said fine shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever comes first. A lien arising from said fine runs in favor of the board of county commissioners, and the board of county commissioners may execute a satisfaction or release of said lien. After three months from the filing of any such lien which remains unpaid, the code enforcement Special Magistrate may authorize the board of county commissioners' attorney to foreclose on the lien. No lien created hereunder may be foreclosed on real property which is a homestead under article X, section 4 of the State's Constitution.

**For a repeat violation**, up to a \$500.00 per day fine and in addition, may include all costs of repairs pursuant to subsection (a) of Taylor County Code Section 2-153. The fine may date back to the date that the Code Enforcement Officer, in the Notice of Violation, required that the Respondent cure the alleged violation. However, if the undersigned Special Magistrate finds that the violation is irreparable or irreversible in nature, he may impose a fixed fine not to exceed \$5,000.00. A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such



order shall not be deemed to be a court judgment except for enforcement purposes. Said fine shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever comes first. A lien arising from said fine runs in favor of the board of county commissioners, and the board of county commissioners may execute a satisfaction or release of said lien. After three months from the filing of any such lien which remains unpaid, the code enforcement Special Magistrate may authorize the board of county commissioners' attorney to foreclose on the lien. No lien created hereunder may be foreclosed on real property which is a homestead under article X, section 4 of the State's Constitution.

10. The undersigned Special Magistrate finds that Respondent is not a repeat violator.

The undersigned Special Magistrate finds that based upon testimony offered and evidence submitted, Respondent is in violation of County Ordinance Section(s) 30-73. Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. Respondent is ordered to remove all openly stored junk and trash, on or before December 11, 2018. If Respondent fails to do so on or before the aforementioned date, fines in the amount of \$25.00 per day are imposed and will thereafter accrue.

2. The Code Enforcement Officer shall review the matter for compliance on the day following December 11, 2018, to determine if the violation has been cured. If the violation has been cured, the Code Enforcement Hearing Officer shall sign the acknowledgement below and shall record the same in the Official Records of Taylor County.

DONE AND ORDERED on the 14th day of September, 2018.



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DONALD R. CURTIS III  
Special Magistrate  
103 North Jefferson Street  
Perry, FL 32347

A copy of the foregoing has been furnished by US Mail to: Taylor County Code Enforcement Officer, 201 E. Green Street, Perry, FL 32347; and Michael E. Carroll, 1107

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to consider pursuit of further legal action concerning a Code Enforcement case at 1510 Ezell Beach Road, due to excessive accumulation of fines.

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** Consider legal action by County Attorney

**Fiscal Impact:**

**Budgeted Expense:** Yes ☐ No ☒ N/A ☐

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The issue centers on a parcel of land owned by Danny Parker and located at 1510 Ezell Beach Road. The complaint type is junk, debris and abandoned property. Joe Brenner, Code Enforcement Officer, took over the case on December 17, 2018 and after a site visit determined that there existed a violation of Section 30-73 of the Code of Ordinances. On March 20, 2019 a certified letter was mailed to the property owner requiring that the violation be mitigated within 30 days of the notice. A subsequent inspection found that no effort had been undertaken to remove the violation. On June 7, 2019 a letter was sent notifying the owner that a hearing was scheduled for June 19, 2019. The hearing took place and the Special Magistrate determined that a formal citation was required. The formal citation was hand delivered to the owner on July 26, 2019 for a hearing on August 21, 2019. At the hearing the Special Magistrate ruled that if the violation was not corrected by September 6, 2019, a fine of \$50.00 per day would commence. The fines accumulated as of September 9, 2022 total \$54,900.00 and the just value reflected on the Property Appraisers website is \$41,680.00.

- Options:**
1. Turn issue over to the County Attorney
  2. Allow fines to continue to accumulate

- Attachments:**
1. Copy of Magistrate's Order
  2. Photos of the site on September 8, 2022



DANNY PARKER – 1510 EZELL BEACH ROAD



DANNY PARKER — 1510 EZELL BEACH ROAD





DANNY PARKER — 1510 EZELL BEACH ROAD



DANNY PARKER – 1510 EZELL BEACH ROAD



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MAGISTRATE

TAYLOR COUNTY CODE  
ENFORCEMENT OFFICER.

Petitioner.

vs.

DANNY PARKER.

Respondent.

**ORDER FINDING VIOLATION OF CODE SECTION(S) 30-73**

THIS MATTER was heard on August 21st, 2019. Taylor County Code Enforcement Officer Joseph Brenner was present. Respondent DANNY PARKER was not present. The hearing was properly noticed to begin at 10:00 a.m.

Taylor County Code Enforcement Officer Joseph Brenner was duly sworn. Officer Joseph Brenner introduced into evidence a copy of the Citation, dated June 20th, 2019, and testified that the same was provided to Respondent on June 20th, 2019 by certified mail. He also testified that prior notice letters had been provided to the Respondent.

Officer Joseph Brenner further testified that Respondent was in violation of Taylor County Ordinance Section(s) 30-73 as of the date that the Citation was issued to Respondent. Officer Joseph Brenner further testified that as late as August 20th, 2019, he had inspected the property and still believed it to be in violation. He introduced Exhibits A through F into evidence (Exhibit F showing the condition of the property as of August 20th, 2019).

After due consideration of this matter and after having the opportunity to review and consider the aforesaid testimony and evidence, and after having observed and considered the candor and demeanor of the witnesses who appeared and testified before me, and having endeavored to resolve all conflicts of facts in the evidence presented herein, I hereby make the following findings of fact and conclusions of law:

1. The undersigned Special Magistrate has jurisdiction of the subject matter of this matter.
2. Respondent is the owner, lessee, or current occupant of the subject property located at 1510 Uzell Beach Rd., Perry, FL 32348.
3. Respondent was provided proper notice of violation of County Code Section(s) 30-73, and was directed therein to cure the alleged violation within 30 days.

4. Respondent did not cure said alleged violation within 30 days.
5. Respondent was further provided proper notice of this hearing.
6. It is unlawful to permit or to cause thereon the open storage and accumulation of junk, trash and abandoned property prohibited on residential, commercial and agricultural property, in violation of Taylor County Code Section(s) 30-73.
7. The undersigned Special Magistrate finds that Respondent was and is still openly storing junk and trash on his property.
8. As such, the undersigned Special Magistrate finds that the Respondent is in violation of Taylor County Code Section(s) 30-73.
9. The undersigned Special Magistrate is authorized to impose:

**For a first violation,** an order to correct the violation by a date certain. Thereafter, if the violation has not been cured, the undersigned Special Magistrate may impose up to a \$250.00 per day fine and in addition, may include all costs of repairs pursuant to subsection (a) of Taylor County Code Section 2-153. However, if the undersigned Special Magistrate finds that the violation is irreparable or irreversible in nature, he may impose a fixed fine not to exceed \$5,000.00. A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. Said fine shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever comes first. A lien arising from said fine runs in favor of the board of county commissioners, and the board of county commissioners may execute a satisfaction or release of said lien. After three months from the filing of any such lien which remains unpaid, the code enforcement Special Magistrate may authorize the board of county commissioners' attorney to foreclose on the lien. No lien created hereunder may be foreclosed on real property which is a homestead under article X, section 4 of the State's Constitution.

**For a repeat violation,** up to a \$500.00 per day fine and in addition, may include all costs of repairs pursuant to subsection (a) of Taylor County Code Section 2-153. The fine may date back to the date that the Code Enforcement Officer, in the Notice of Violation, required that the Respondent cure the alleged violation. However, if the undersigned Special Magistrate finds that the violation is irreparable or irreversible in nature, he may impose a fixed fine not to exceed \$5,000.00. A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such

order shall be enforceable in same manner as a court judgment by the sheriff of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. Said fine shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever comes first. A lien arising from said fine runs in favor of the board of county commissioners, and the board of county commissioners may execute a satisfaction or release of said lien. After three months from the filing of any such lien which remains unpaid, the code enforcement Special Magistrate may authorize the board of county commissioners' attorney to foreclose on the lien. No lien created hereunder may be foreclosed on real property which is a homestead under article X, section 4 of the State's Constitution.


10. The undersigned Special Magistrate finds that Respondent is not a repeat violator.

The undersigned Special Magistrate finds that based upon testimony offered and evidence submitted, Respondent is in violation of County (Ordinance Section(s) 30-73. Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. Respondent is ordered to remove all openly stored junk and trash (including inoperable automobiles), on or before September 6th, 2019. If Respondent fails to do so on or before the aforementioned date, fines in the amount of \$50.00 per day are imposed and will thereafter accrue.

2. The Code Enforcement Officer shall review the matter for compliance on the day following September 6th, 2019, to determine if the violation has been cured. If the violation has been cured, the Code Enforcement Hearing Officer shall sign the acknowledgment below and shall record the same in the (Official Records of Taylor County.

DONE AND ORDERED on August 21st, 2019.

  
DONALD R. CURTIS III  
Special Magistrate  
103 North Jefferson Street  
Perry, FL 32347

A copy of the foregoing has been furnished by US Mail to: Taylor County Code Enforcement Officer, 201 E. Green Street, Perry, FL 32347; and DANNY PARKER, 1510 Hazel Branch Rd., Perry, FL 32348, on August 21st, 2019.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to consider appointment of 5 members to the Taylor County Licensing Board.

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** Appointment of Licensing Board members

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Due to staffing changes and impacts from the pandemic, the terms for all of the Licensing Board members have expired. It is the desire of staff to reappoint 4 previous members to the board and appoint 1 new member. The vacancy requiring the new member has been advertised numerous times with only a single response from Chris Carter.

Staff is requesting that the County Commission consider reappointment of previous members Earl Ketring, Bobby Hires and Dennis Wigglesworth to 2-year terms from September 30, 2022 to September 30, 2024 and Dale Rowell and new member Chris Carter for terms expiring on September 30, 2023.

**Options:**

1. Approve board appointments
2. Deny appointments

**Attachments:**

1. Chris Carter application





# **TAYLOR COUNTY**

## **LICENSING BOARD APPLICATION**

Name: Christopher Carter

Mailing Address: 2355 Morgan Whiddon Rd.

City: Perry State: Florida Zip Code: 32347

Home Phone: (850) 295 - 2775

Work Phone: \_\_\_\_\_

Email: pizza.good135@gmail.com

Employer: Amped Electrical Services LLC

Job Title: Electrician

Number of years residing in Taylor County: 16

Are you a resident of Taylor County? YES: ☒ NO: ☐

Are you willing to attend all board meetings? YES: ☒ NO: ☐

Are you familiar with the building trade? YES: ☒ Layperson: ☐

### **Education:**

Are you a High School Graduate? YES: ☒ NO: ☐

Name of School: Taylor Co. High

### **Post-Secondary Education:**

Name of School: NFCC

### **Technical Training:**

Name of School: Taylor Co. Vocational

Do you or any family member have any affiliation with any business that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

YES: ☐ NO: ☒

If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Why do you wish to serve on the Taylor County Licensing Board?

To learn and grow in  
understanding of what takes place in and around our community.  
\* Knowledge

Have you ever been charged with a misdemeanor or felony in any state or federal court?

YES: \_\_\_\_\_ NO: X

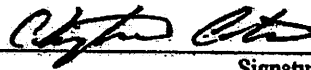
If Yes, explain in detail: \_\_\_\_\_

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I have a firm understanding that at any given point in time we  
stray from the will of God, we shall expect to face repercussions  
for our disobedience. It is the very act of conducting ourselves in  
a Christ-like manner that will inherently bless us and our people in  
experiencing true happiness.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

July 21 2022  
Date

  
Signature

Christopher Carter  
Print Name

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to consider approval of contract with Live Oak Pest Control for pest control services for Thirteen (13) county buildings for a three (3) year contract term.

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** Consider contract approval for pest control

**Fiscal Impact:** \$3,055.60

**Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Taylor County Facilities Maintenance staff prepared quote sheets for pest control services for the Taylor County Courthouse, Tax Collector/Driver's License Office, Historical Society, Administrative Complex, Shady Grove Community Center, Supervisor of Elections Office, Steinhatchee Community Center, Airport Terminal & Grants Office, Animal Control Complex, Civil Air Patrol Building, County Extension (offices, main building & classrooms), Public Library and Public Works (main office, mechanic's office & Purchasing Office). The quote sheets allowed a submittal deadline of September 6, 2022 and were mailed to thirteen (13) pest control vendors, resulting in four (4) respondents. The lowest quote received was from Live Oak Pest Control in the amount of \$3,055.60. A 5% adjustment to the quote as a non-local quote equaled \$3,208.38, which, is still less than the lowest local vendor. Messick Pest Control pointed out that they provide exterior service as part of their service and would still provide free service for Shady Grove even if they are not awarded the contract.

Based on the results of the quote requests, staff recommends that the Board approve contractual services with Live Oak Pest Control for the locations specified.

- Options:**
1. Approve the contract
  2. Deny the contract

- Attachments:**
1. Copy of contract
  2. Quote result memorandum

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

### MEMORANDUM

**TO:** Whom it may concern  
**FROM:** William D. (Danny) Griner  
**RE:** Pest Control Quotes  
**DATE:** September 12, 2022

Taylor County Facilities Maintenance staff prepared quote sheets for pest control services for the Taylor County Courthouse, Tax Collector/Driver's License Office, Historical Society, Administrative Complex, Shady Grove Community Center, Supervisor of Elections Office, Steinhatchee Community Center, Airport Terminal & Grants Office, Animal Control Complex, Civil Air Patrol Building, County Extension (offices, main building & classrooms), Public Library and Public Works (main office, mechanic's office & Purchasing Office). The quote sheets allowed a submittal deadline of September 6, 2022 and were mailed to eight (14) pest control vendors, resulting in four (4) respondents. The yearly quote sheets responses are as follows:

Location	TERMINIX	Captain Pest Control	Messick Pest Control	Liveo Oak Pest Control
<b>Courthouse:</b>	\$2,640.00	\$840.00	\$600.00	\$480.60
<b>Historical Society Building:</b>	\$1,140.00	\$490.00	\$270.08	\$227.00
<b>Driver's License Office:</b>	\$1,140.00	\$365.00	\$270.08	\$227.00
<b>Steinhatchee Comm. Center:</b>	\$1,140.00	\$365.00	\$270.08	\$227.00
<b>Supervisor of Elections:</b>	\$900.00	\$365.00	\$270.08	\$227.00
<b>Shady Grove Comm. Center:</b>	\$900.00	\$365.00	\$0.00	\$227.00
<b>Administrative Complex:</b>	\$1,320.00	\$360.00	\$220.08	\$162.00
<b>Airport:</b>	\$1,320.00	\$420.00	\$220.08	\$162.00
<b>Animal Control:</b>	\$900.00	\$360.00	\$220.08	\$162.00
<b>Civil Air Patrol Building:</b>	\$1,320.00	\$360.00	\$220.08	\$162.00
<b>County Extension:</b>	\$1,140.00	\$550.00	\$410.00	\$403.00

<b>Library:</b>	<b>\$1,320.00</b>	<b>\$485.00</b>	<b>\$270.08</b>	<b>\$227.00</b>
<b>Public Works:</b>	<b>\$2,640.00</b>	<b>\$360.00</b>	<b>\$270.08</b>	<b>\$162.00</b>
<b>TOTAL:</b>	<b>\$17,820.00</b>	<b>\$5,685.00</b>	<b>\$3,460.80</b>	<b>\$3,055.60</b>

The lowest quote received was from Live Oak Pest Control in the amount of \$3,055.60. A 5% adjustment to the quote as a non-local quote equaled \$3,208.38, which, is still less than the lowest local vendor. Messick Pest Control noted in their quote that they provide exterior service in the price even though it was not included in the scope of work. Messick Pest Control also stated that they were willing to provide free service to the Shady Grove Community Center even if the contract was awarded to another contractor. Staff recommends continuing the contract with Live Oak Pest Control as the lowest price in the amount of \$3,055.60.

## **CONTRACT FORM**

This contract made the \_\_\_\_\_ day of \_\_\_\_\_, 2022 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and \_\_\_\_\_, hereinafter called the **CONTRACTOR**.

**WITNESSETH**, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the Pest Control Treatment. The Contractor agrees to provide all materials in association with the Pest Control Treatment in accordance with the quote submitted for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors, offices and accessory buildings for General Household Pests; such as ants, roaches, mice, silverfish, etc. and treat problem areas as needed. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

**Staff:** the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the yearly sum of:

**Taylor County Courthouse**

General pest control: \$ 480.60 Annual termite inspection: \$ N/A

**Historical Society**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Driver's License Office**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Steinhatchee Community Center**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Supervisor of Elections Office**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Shady Grove Community Center**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Taylor County Administrative Complex**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**Airport / Grants (Airport Terminal & Grants Office)**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**Animal Control Complex (Office, Kennel & Feline Housing)**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**Civil Air Patrol Building**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**County Extension Office (Main Building, Offices & Classrooms)**

General pest control: \$ 318.00 Annual termite inspection: \$ 85.00

**Public Library**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Taylor County Public Works (Main Office, Mechanic's Office and Purchasing Building)**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

Termite treatment, when deemed necessary, shall require a separate Purchase Order based on an amount agreed upon by the contractor and Taylor County. General household Pest problem areas requiring treatment in addition to the normal thirty (30) day interval shall be provided at no additional charge.

**3. DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 3 (three) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

**4. ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

**5. TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.



If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

**6. DEFAULT OF CONTRACT.** If the Contractor fails to begin the work detailed under the Contract, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily, or, involuntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

**7. PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

**8. HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

**9. GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

**10. WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

**11. PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to

notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

13. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Contractors proposal

(b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Facilities Maintenance Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500, Ext. 1.

15. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

TAYLOR COUNTY

(OFFICIAL SEAL)

\_\_\_\_\_  
Thomas Demps  
Chairperson

ATTEST: \_\_\_\_\_  
GARY KNOWLES  
Clerk of the Circuit Court

WITNESSES:

CONTRACTOR

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Live Oak Pest Control

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, \_\_\_\_\_, who is personally known to me and  
who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

*Terminix*

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

### **QUOTE**

#### **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FACILITIES PEST CONTROL**

#### **SCOPE OF WORK**

The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the Pest Control Treatment. The Contractor agrees to provide all materials in association with the Pest Control Treatment and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors, offices and accessory buildings for General Household Pests; such as ants, roaches, mice, silverfish, etc. and treat problem areas as needed. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards and perform annual termite inspection where specified. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

The Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.). Contractor understands that payment will be made on a monthly basis for a total contract period of three (3) years. Contractor further understands that problem areas may require treatment in addition to the normal thirty (30) day interval at no additional cost. Contractor agrees to submit to office personnel a signed work order showing services provided at the conclusion of each treatment.

Contractor will maintain general liability insurance of at least \$1,000,000.00, holding the County harmless for the contractor's negligence and listing the County as an additional insured. Contractor shall provide workers compensation insurance, or an approved exemption with signed hold harmless agreement.

The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12

**Taylor County Courthouse**

General pest control: \$ 220/mth= \$2640/year Annual termite inspection: \$ N/A

**Historical Society**

General pest control: \$ 95/mth= \$1140/year Annual termite inspection: \$           

**Driver's License Office**

General pest control: \$ 95/mth= \$1140/year Annual termite inspection: \$           

**Steinhatchee Community Center (Community Center & Library)**

General pest control: \$ 95/mth= \$1140/year Annual termite inspection: \$           

**Supervisor of Elections Office (Office Building & Warehouse)**

General pest control: \$ 75/mth= \$900/year Annual termite inspection: \$           

**Shady Grove Community Center**

General pest control: \$ 75/mth= \$900/year Annual termite inspection: \$           

**Taylor County Administrative Complex**

General pest control: \$ 110/mth= \$1320/year Annual termite inspection: \$ N/A

**Airport / Grants (Airport Terminal & Grants Office)**

General pest control: \$ 110/mth= \$1320/year Annual termite inspection: \$ N/A

**Animal Control Complex (Office, Kennel & Feline Housing)**

General pest control: \$ 75/mth= \$900/year Annual termite inspection: \$ N/A

**Civil Air Patrol Building**

General pest control: \$ 110/mth= \$1320/year Annual termite inspection: \$ N/A

**County Extension Office (Main Building, Offices & Classrooms)**

General pest control: \$ 95/mth= \$1140/year Annual termite inspection: \$ \_\_\_\_\_

**Public Library**

General pest control: \$ 110/mth= \$1320/year Annual termite inspection: \$ \_\_\_\_\_

**Taylor County Public Works (Main Office, Mechanic's Office and Purchasing Building)**

General pest control: \$ 220/mth= \$2640/year Annual termite inspection: \$ N/A

Terminix

Company Name

\_\_\_\_\_  
Name of Representative (please print)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### QUOTE

#### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FACILITIES PEST CONTROL

#### SCOPE OF WORK *Captain Pest Control*

The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the Pest Control Treatment. The Contractor agrees to provide all materials in association with the Pest Control Treatment and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors, offices and accessory buildings for General Household Pests; such as ants, roaches, mice, silverfish, etc. and treat problem areas as needed. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards and perform annual termite inspection where specified. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

The Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.). Contractor understands that payment will be made on a monthly basis for a total contract period of three (3) years. Contractor further understands that problem areas may require treatment in addition to the normal thirty (30) day interval at no additional cost. Contractor agrees to submit to office personnel a signed work order showing services provided at the conclusion of each treatment.



Contractor will maintain general liability insurance of at least \$1,000,000.00, holding the County harmless for the contractor's negligence and listing the County as an additional insured. Contractor shall provide workers compensation insurance, or an approved exemption with signed hold harmless agreement.

The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12

**Taylor County Courthouse**

General pest control: \$ 840<sup>00</sup> Annual termite inspection: \$ N/A

**Historical Society**

General pest control: \$ 480<sup>00</sup> Annual termite inspection: \$ 10<sup>00</sup>

**Driver's License Office**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ 5<sup>00</sup>

**Steinhatchee Community Center (Community Center & Library)**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ 5<sup>00</sup>

**Supervisor of Elections Office (Office Building & Warehouse)**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ 5<sup>00</sup>

**Shady Grove Community Center**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ 5<sup>00</sup>

**Taylor County Administrative Complex**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ N/A

**Airport / Grants (Airport Terminal & Grants Office)**

General pest control: \$ 420<sup>00</sup> Annual termite inspection: \$ N/A

**Animal Control Complex (Office, Kennel & Feline Housing)**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ N/A

**Civil Air Patrol Building**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ N/A

**County Extension Office (Main Building, Offices & Classrooms)**

General pest control: \$ 540<sup>00</sup> Annual termite inspection: \$ 10<sup>00</sup>

**Public Library**

General pest control: \$ 480<sup>00</sup> Annual termite inspection: \$ 5<sup>00</sup>

**Taylor County Public Works (Main Office, Mechanic's Office and Purchasing Building)**

General pest control: \$ 360<sup>00</sup> Annual termite inspection: \$ N/A

CAPTAIN Pest Patrol

Company Name

Jay Lee

Name of Representative (please print)

850-973-7910

Phone Number

Jay@MyPestPatrol.com

Email address



Signature

8-26-22

Date



## **MESSICK PEST CONTROL, LLC**

**8490 Alton Wentworth Rd / Greenville, FL 32331**

**Phone: (850) 295-4848 / Email: [messickpest@yahoo.com](mailto:messickpest@yahoo.com)**

**September 8, 2022**

**Taylor County Board of County Commission  
201 East Green Street  
Perry, FL 32347**

**RE: QUOTE FOR SERVICES – TAYLOR COUNTY, FL  
CONTINUAL PEST CONTROL SERVICES**

**Dear Sir(s)/Madame(s);**

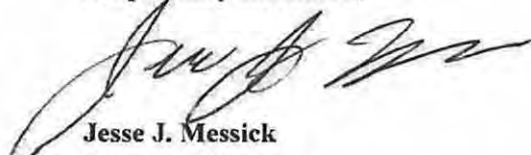
Attached, please find our quote for services to provide pest control for Taylor County properties and facilities. We thank the Commission greatly for allowing us to provide our quote for service.

It has been brought to my attention since the previous bid that only interior service is covered with the scope of work on this contract. The treatment protocol for Messick Pest Control has always been and continues to be inclusive of a ten-foot perimeter on the exteriors of all our accounts. I see no advantage for our customer or our own interest to exclude that practice. Our hope is that the Board will consider this as they make the bid award.

Also, I would like to add the Shady Grove Community Center is our neighborhood center. Prior to the last award, we serviced the Community Center at no charge. In this bid, we have again agreed to service the center at no charge. Whether we win the bid or not, we will still offer to service the Shady Grove Community Center at no charge to the county with your separate approval.

Again, thank you. As always, it is our privilege to serve you.

**Respectfully submitted,**



**Jesse J. Messick  
Licensed Operator**



## **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

### **QUOTE**

#### **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FACILITIES PEST CONTROL**

#### **SCOPE OF WORK**

The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the Pest Control Treatment. The Contractor agrees to provide all materials in association with the Pest Control Treatment and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors, offices and accessory buildings for General Household Pests; such as ants, roaches, mice, silverfish, etc. and treat problem areas as needed. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards and perform annual termite inspection where specified. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

The Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.). Contractor understands that payment will be made on a monthly basis for a total contract period of three (3) years. Contractor further understands that problem areas may require treatment in addition to the normal thirty (30) day interval at no additional cost. Contractor agrees to submit to office personnel a signed work order showing services provided at the conclusion of each treatment.

Contractor will maintain general liability insurance of at least \$1,000,000.00, holding the County harmless for the contractor's negligence and listing the County as an additional insured. Contractor shall provide workers compensation insurance, or an approved exemption with signed hold harmless agreement.

The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12

**Taylor County Courthouse**

General pest control: \$ 600.00 Annual termite inspection: \$ N/A

**Historical Society**

General pest control: \$ 220.00 Annual termite inspection: \$ 50.00

**Driver's License Office**

General pest control: \$ 220.00 Annual termite inspection: \$ 50.00

**Steinhatchee Community Center (Community Center & Library)**

General pest control: \$ 220.00 Annual termite inspection: \$ 50.00

**Supervisor of Elections Office (Office Building & Warehouse)**

General pest control: \$ 220.00 Annual termite inspection: \$ 50.00

**Shady Grove Community Center**

General pest control: \$ Ø Annual termite inspection: \$ Ø

**Taylor County Administrative Complex**

General pest control: \$ 220.00 Annual termite inspection: \$ N/A

**Airport / Grants (Airport Terminal & Grants Office)**

General pest control: \$ 220.00 Annual termite inspection: \$ N/A

**Animal Control Complex (Office, Kennel & Feline Housing)**

General pest control: \$ 220.00 Annual termite inspection: \$ N/A

**Civil Air Patrol Building**

General pest control: \$ 220.00 Annual termite inspection: \$ N/A

**County Extension Office (Main Building, Offices & Classrooms)**

General pest control: \$ 360.00 Annual termite inspection: \$ 50.00

**Public Library**

General pest control: \$ 220.00 Annual termite inspection: \$ 50.00

**Taylor County Public Works (Main Office, Mechanic's Office and Purchasing Building)**

General pest control: \$ 220.00 Annual termite inspection: \$ N/A

Messick Pest Control, LLC  
Company Name

Jesse James Messick  
Name of Representative (please print)

850-295-4848  
Phone Number

messickpest@yahoo.com  
Email address

  
Signature

9-8-2022  
Date



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### QUOTE

#### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FACILITIES PEST CONTROL

##### SCOPE OF WORK

### *Live oak Pest Control*

The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the Pest Control Treatment. The Contractor agrees to provide all materials in association with the Pest Control Treatment and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors, offices and accessory buildings for General Household Pests; such as ants, roaches, mice, silverfish, etc. and treat problem areas as needed. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards and perform annual termite inspection where specified. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

The Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.). Contractor understands that payment will be made on a monthly basis for a total contract period of three (3) years. Contractor further understands that problem areas may require treatment in addition to the normal thirty (30) day interval at no additional cost. Contractor agrees to submit to office personnel a signed work order showing services provided at the conclusion of each treatment.

Contractor will maintain general liability insurance of at least \$1,000,000.00, holding the County harmless for the contractor's negligence and listing the County as an additional insured. Contractor shall provide workers compensation insurance, or an approved exemption with signed hold harmless agreement.

The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12

**Taylor County Courthouse**

General pest control: \$ 480.60 Annual termite inspection: \$ N/A

**Historical Society**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Driver's License Office**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Steinhatchee Community Center (Community Center & Library)**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Supervisor of Elections Office (Office Building & Warehouse)**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Shady Grove Community Center**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Taylor County Administrative Complex**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**Airport / Grants (Airport Terminal & Grants Office)**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**Animal Control Complex (Office, Kennel & Feline Housing)**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**Civil Air Patrol Building**



General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**County Extension Office (Main Building, Offices & Classrooms)**

General pest control: \$ 318.00 Annual termite inspection: \$ 85.00

**Public Library**

General pest control: \$ 162.00 Annual termite inspection: \$ 65.00

**Taylor County Public Works (Main Office, Mechanic's Office and Purchasing Building)**

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

**Live Oak Pest Control, Inc.**

Company Name

**Roy B. Crain, jr.**

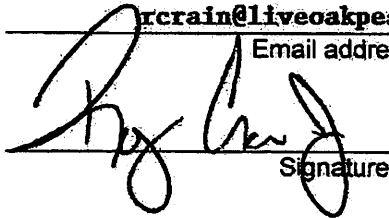
Name of Representative (please print)

**386-362-3887**

Phone Number

**rcrain@liveoakpestcontrol.com**

Email address



Signature

**Sept. 6, 2022**

Date

**TAYLOR COUNTY BOARD OF COMMISSIONERS****County Commission Agenda Item****SUBJECT/TITLE:**

COMMISSIONERS TO CONSIDER APPROVING THE FDOT TRANSFER AND MAINTENANCE AGREEMENT FOR THE DENNIS HOWELL ROAD (CR 531) BRIDGE #384029 REPLACEMENT..

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** The Florida Department of Transportation (FDOT) is proposing to replace CR 531 Dennis Howell Road Bridge No. 384029 using Federal funds. This 1975 vintage Timber bridge is currently rated structurally deficient necessitating its replacement.

**Recommended Action:** Staff recommends that the Commission authorize the FDOT Transfer and Maintenance Agreement for the Dennis Howell Road Bridge Replacement Project including adopting an Authorizing Signature Resolution for execution by the BOCC Chair.

**Fiscal Impact:** FISCAL YR 2021/24 - N/A

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** On July 6, 2021, the Public Works Director received a request from FDOT District 2 Bridge Maintenance Manager Melissa Morgan to adopt a resolution endorsing FDOT's delivery and design of alternatives for replacing CR 531 Dennis Howell Rd Bridge No. 384029. This project will work to replace the existing 45 year old single-lane timber bridge with a new structure meeting current traffic and load rating requirements. The FDOT delivery agreement was approved on December 6, 2021 allowing FDOT to design, federally fund, manage, and construct the bridge replacement project at no expense to Taylor County.

In association with the replacement agreement, FDOT also offered and the Board approved the Dennis Howell Road Maintenance Map on November 1, 2021. This map delineated the limits of current County maintenance as it pertains to the bridge to be replaced. This delineated ownership is the reason for the subject agreement. In order for FDOT to manage and coordinate the project, it will have to acquire temporary ownership, complete the bridge replacement, and then transfer that ownership back to Taylor County.

Much like the delivery agreement, the attached Transfer and Maintenance Agreement requires that the Board adopt a Resolution authorizing its execution by the Commission Chair. Therefore, Staff recommends approval of the FDOT Transfer and Maintenance Agreement including approval of the Authorizing Signature Resolution.

**Options:**

- 1) Accept and approve the Dennis Howell Road Bridge Replacement Transfer and Maintenance Agreement and the associated Authorizing Signature Resolution.
- 2) Deny the proposed agreement stating reasons for denial.

**Attachments:**

FDOT Transfer and Maintenance Agreement  
Authorizing Signature Resolution

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

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR  
COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A  
TRANSFER AND MAINTENANCE AGREEMENT TO REPLACE CR 531 DENNIS  
HOWELL ROAD BRIDGE NO. 384029**

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Dennis Howell Road Bridge Replacement Transfer and Maintenance Agreement, and

**WHEREAS,** the said above agreement is necessary to allow the Florida Department of Transportation to use Federal funding to replace the Dennis Howell Road Bridge No. 384029, and

**WHEREAS,** Once the Dennis Howell Road Bridge Replacement Project is complete, the Transferred property and improvements will become a maintenance responsibility of Taylor County, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute said Agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Dennis Howell Road Bridge Replacement Transfer and Maintenance Agreement.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
THOMAS DEMPS, Chairperson

ATTEST:

\_\_\_\_\_  
GARY KNOWLES, Clerk

## **TRANSFER AND MAINTENANCE AGREEMENT**

**THIS TRANSFER AND MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

### **-RECITALS-**

1. The term "Property", identified in red on attached **Exhibit "A", Composite "A-1" through "A-2"**, shall collectively refer to certain real property located in Taylor County, Florida, portions of which are owned by the Agency, and more particularly described as Dennis Howell Road, identified in blue on attached **Exhibit "C" Composite "C-1"** ("Maintained Property"), and portions of which are owned or in the process of being acquired by the Department ("Transferred Property"), as more particularly identified in red on **Exhibit "B" Composite "B-1"**; and
2. Additionally, certain portions of the Transferred Property have been, or are being acquired, as easements from the Trustees of the Internal Improvement Trust Fund ("TIITF Easement") and shown in green in **Exhibit "B" Composite B-1**; and
3. The term "Project" shall refer to the replacement of Bridge No. 384029 ("Bridge"), which extends over Warrior Creek, and other various improvements, all of which will be located on or within the Property; and
4. The Department will be constructing this Project via Financial Project Number ("FIN") 437423-1-52-01; and
5. The term "Improvements" means and shall collectively include the replacement of the Bridge, signing and pavement markings on Dennis Howell Road, drainage pipes and structures, guardrails, and construction of rubble riprap on or within the property, as more particularly shown in attached **Exhibit "C" Composite "C-1"**; and
6. In order to perform the Bridge replacement, it will be necessary for the Department to temporarily close access to the existing Bridge and re-route vehicular traffic through Agency property over which the Department has acquired or in the process of acquiring temporary construction easements ("Detour Property"), throughout the duration of the Project, highlighted in orange on **Exhibit "C" Composite "C-2" to "C-5"**; and
7. For purposes of this Agreement, the term Improvements shall include and incorporate the term Detour Property, as identified in Recital 6 above; and
8. During the construction phase of the Project, the Department shall be responsible for the operation, maintenance and repair of the Detour Property; and
9. The Department shall fund construction of the Improvements; and
10. The Department's ability to fund construction of the Improvements is wholly contingent on appropriation of funds to the Department; and
11. The Department shall construct the Improvements on the Property; and
12. A date for the commencement of construction of the Improvements has not been established; and
13. Upon completion of the Project, the Department will transfer the Transferred Property and all Improvements to the Agency via map transfer or any other means of conveyance as allowable by law ("Conveyance"); and
14. Upon completion of the Project and contemporaneously with the Conveyance, the Agency agrees to make every reasonable and good faith effort to request transfer or assignment of the TIITF Easement from the Department to the Agency; and

15. Upon transfer or assignment of the TIITF Easement from the Department to the Agency, if possible, the Agency agrees that it shall own, operate, maintain and repair the TIITF Easement and any Improvements therein at its sole cost and expense; and
16. The Agency agrees to receive and accept ownership of the Transferred Property; and
17. Upon completion of the Conveyance, the Agency agrees that it shall own, operate, maintain and repair the Transferred Property and the Improvements contained therein at its sole cost and expense; and
18. The Agency agree that it shall continue to own, operate, maintain, and repair the Maintained Property and the Improvements, therein, at its sole cost and expense; and
19. The Agency, by Resolution dated December 6, 2021, endorsed delivery of this Project by the Department on behalf of the Agency, see **Exhibit "D"**; and
20. The Agency, by Resolution \_\_\_\_\_ dated \_\_\_\_\_, has authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "E"**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

#### **1. RECITALS AND EXHIBITS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

#### **2. EFFECTIVE DATE**

The effective date of this Agreement will be the date the last of the parties to be charged executes the Agreement.

#### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

#### **4. E-VERIFY**

The Agency (A) 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 Agency during the term of the contract; and (B) 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.

#### **5. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **6. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also

include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

## **7. PROJECT MANAGEMENT**

The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvements, acquisition of right-of-way, construction of the Improvements, and any other activities deemed by the Department to be necessary to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

## **8. CONVEYANCE OF PROPERTY**

The Agency agrees that upon completion of the Project it will accept and receive ownership of the Transferred Property and Improvements from the Department via map transfer or any other means of conveyance as allowed by law.

## **9. TRANSFERRED PROPERTY AND TIITF EASEMENT**

A. Upon completion of the Project, the Department shall convey the Transferred Property and Improvements to the Agency via the Conveyance. The Agency, by execution of this Agreement, agrees that it will accept the Transferred Property and Improvements, as well as all maintenance responsibilities described in Paragraph 10 below, immediately upon Conveyance by the Department.

B. Contemporaneously with the Conveyance of the Transferred Property, the Agency further agrees to make every good faith effort to cause the TIITF Easement and any Improvements contained therein to be transferred or assigned from the Department to the Agency by the TIITF. Upon conveyance of the TIITF Easement, the Agency will assume all maintenance responsibilities for the same, as described in paragraph 13 below.

## **10. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvements and Transferred Property at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvements should the events described in Paragraph B occur.

## **11. FEDERAL NON-PARTICIPATION/FUNDING**

A. The parties agree that any Improvements constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvement deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvement and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

## **12. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility at the Agency's sole cost and expense.

## **13. WARRANTIES**

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvements to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

## **14. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

## **15. PAYMENT**



All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **16. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **17. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2022).

#### **18. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Janet Turner Jones - Perry Maintenance Office  
657 Plantation Road, Mail Station 2601  
Perry, Florida 32348

Agency: Taylor County  
Kenneth Dudley, PE  
201 East Green Street  
Perry, Florida 32347

#### **19. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **20. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **21. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by

the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

## **22. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

## **23. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

## **24. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

## **25. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

## **26. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

## **27. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

## **28. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

## **29. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

## **30. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

## **31. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

### **32. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

### **33.COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

### **34. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

### **35. FEDERAL NON-PARTICIPATING ITEMS**

A. The parties agree that Improvements added to the Project are only compensable via this FIN if such items are deemed to be federal participating as determined in accordance with the CFR.

B. Any items, in the Department's sole discretion and without limitation in accordance with the CFR, deemed to be federal non-participating items, shall be funded at the sole expense of the Agency.

### **36. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

### **37. PUBLIC RECORDS**

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

**IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 2  
386-758-3727  
D2prcustodian@ dot.state.fl.us  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

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***SIGNATURE ON FOLLOWIN PAGE***

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of twenty (20) pages.

**Florida Department of Transportation**

**Attest:**

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

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

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two Secretary

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

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

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation

**Taylor County**

**Attest:**

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

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

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

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

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

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

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

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

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency

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Financial Project Id. No.: 437423-1-52-01

Federal Id. No.: ACBZ

Project Description: Dennis Howell Road over Warrior Creek Bridge Replacement Bridge No.: 384029

Off System Department Construct Agency Maintain

**EXHIBIT "A"**  
**Composite A-1**



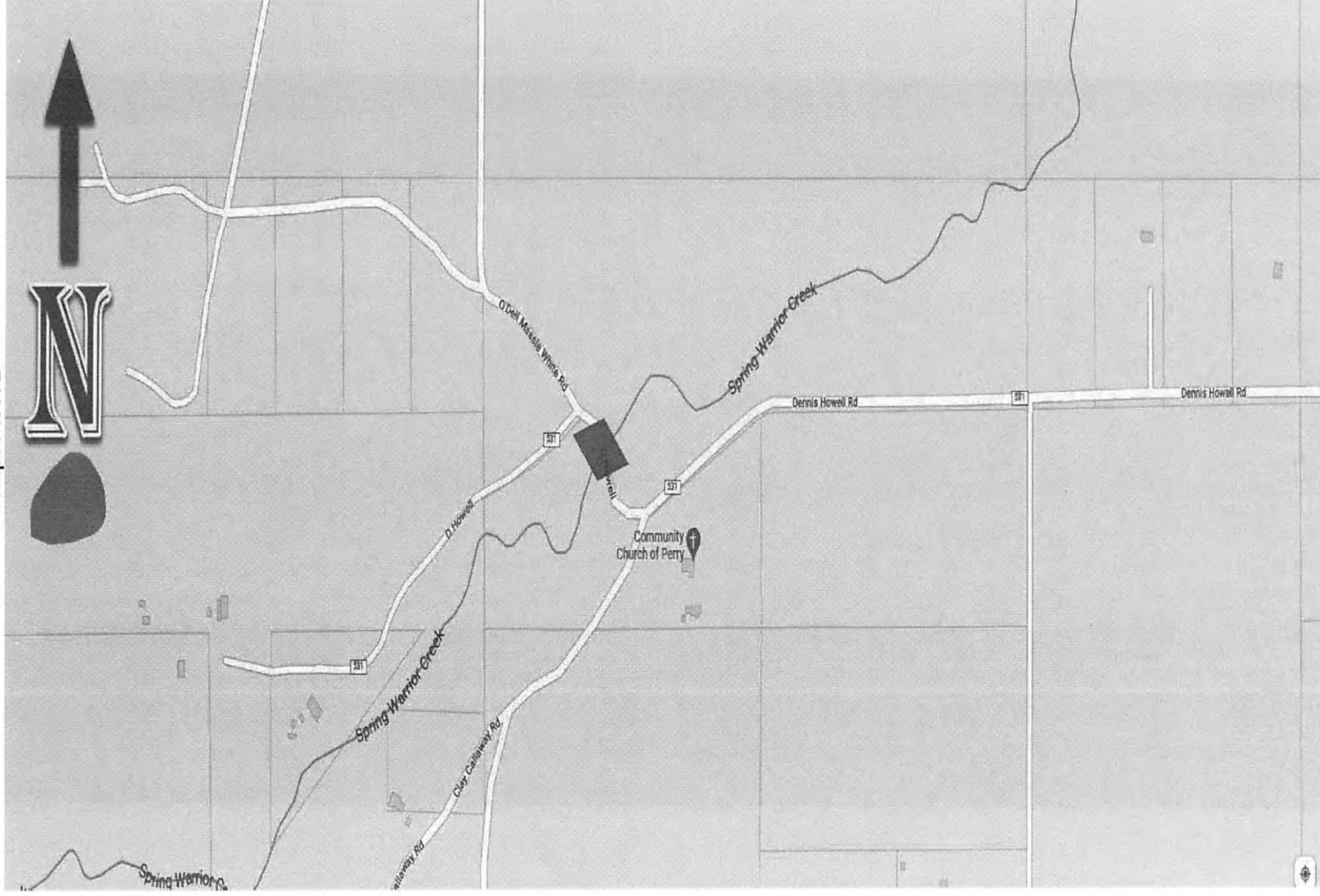
Financial Project Id. No.: 437423-1-52-01

Federal Id. No.: ACBZ

Project Description: Dennis Howell Road over Warrior Creek Bridge Replacement Bridge No.: 384029

Off System Department Construct Agency Maintain

**EXHIBIT "A"**  
**Composite A-2**





**SECTION 27, TOWNSHIP 6 SOUTH, RANGE 7 EAST**

**RIGHT OF WAY MAP**

**FLORIDA DEPARTMENT OF TRANSPORTATION**  
SURVEYING AND MAPPING

**APPROVED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PROJECT** \_\_\_\_\_ **SECTION** \_\_\_\_\_ **SHEET** \_\_\_\_\_

**SECTION 38000**  
COUNTY ROAD: DENNIS HOWELL ROAD  
TAYLOR COUNTY  
F.P. NO. 8774231  
SHEET 3 OF 8

**DETAIL SHEET**  
THIS MAP IS NOT A SURVEY  
SEE SHEET 1 FOR GENERAL NOTES  
DENNIS HOWELL ROAD OVER WARRIER CREEK NO. 384029

**SYMBOL LEGEND**

- TRANSFERRED PROPERTY
- TCE
- THFF

**DETAIL A SEE SHEET 4**

**CURVE C1**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C2**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C3**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C4**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C5**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C6**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C7**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C8**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C9**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C10**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C11**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C12**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C13**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C14**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C15**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C16**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C17**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C18**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C19**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C20**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C21**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C22**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C23**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C24**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C25**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C26**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C27**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.50'  
T = 65.00'  
P.C. STA. 216+99.87  
P.T. STA. 217+10.37

**CURVE C28**  
8 SURVEY  
DENNIS HOWELL ROAD  
P.T. STA. 217+10.37  
A = 180°11'17.77"  
D = 131°17'77"  
R = 131.5



**EXHIBIT "C"**  
**Composite C-1**

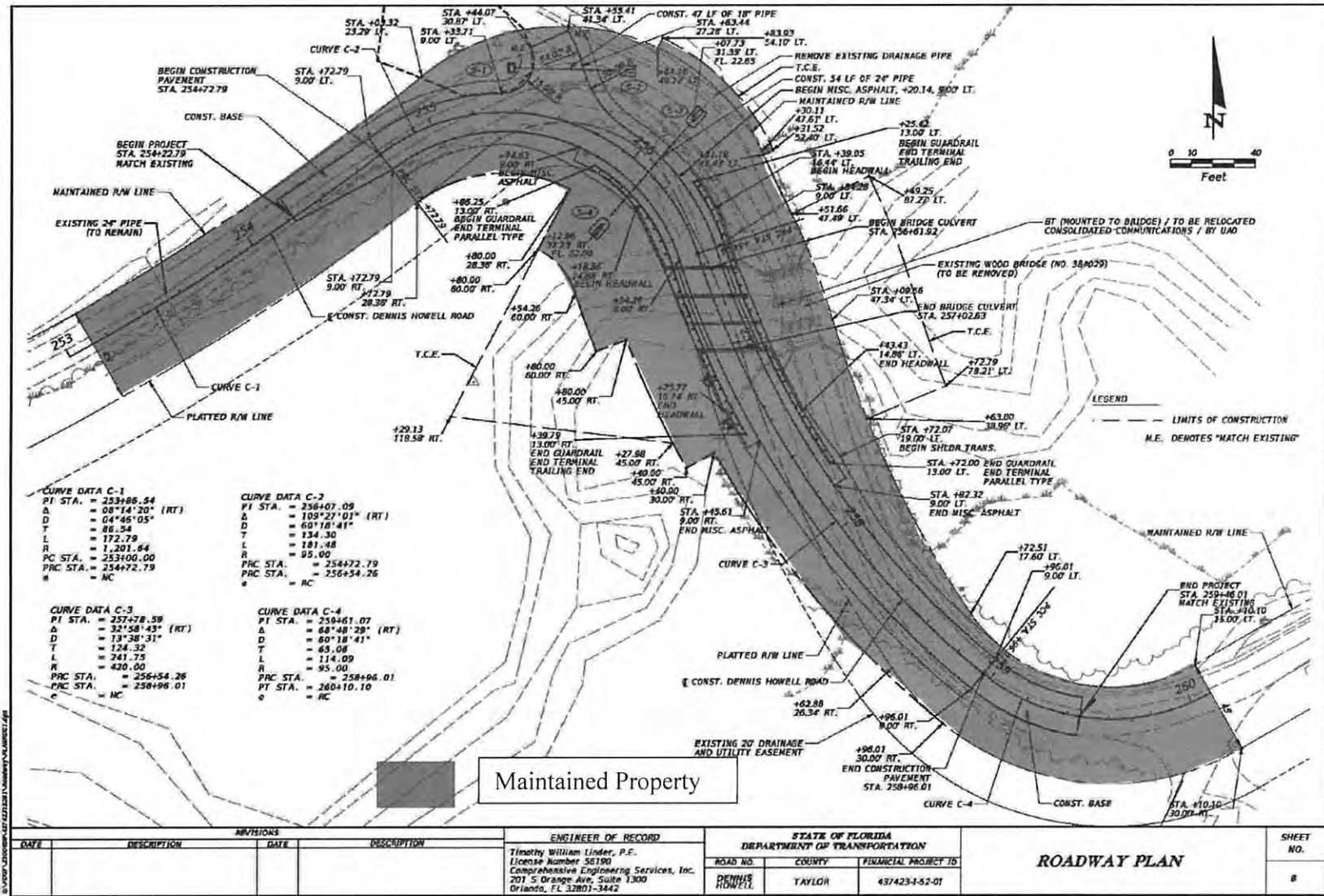
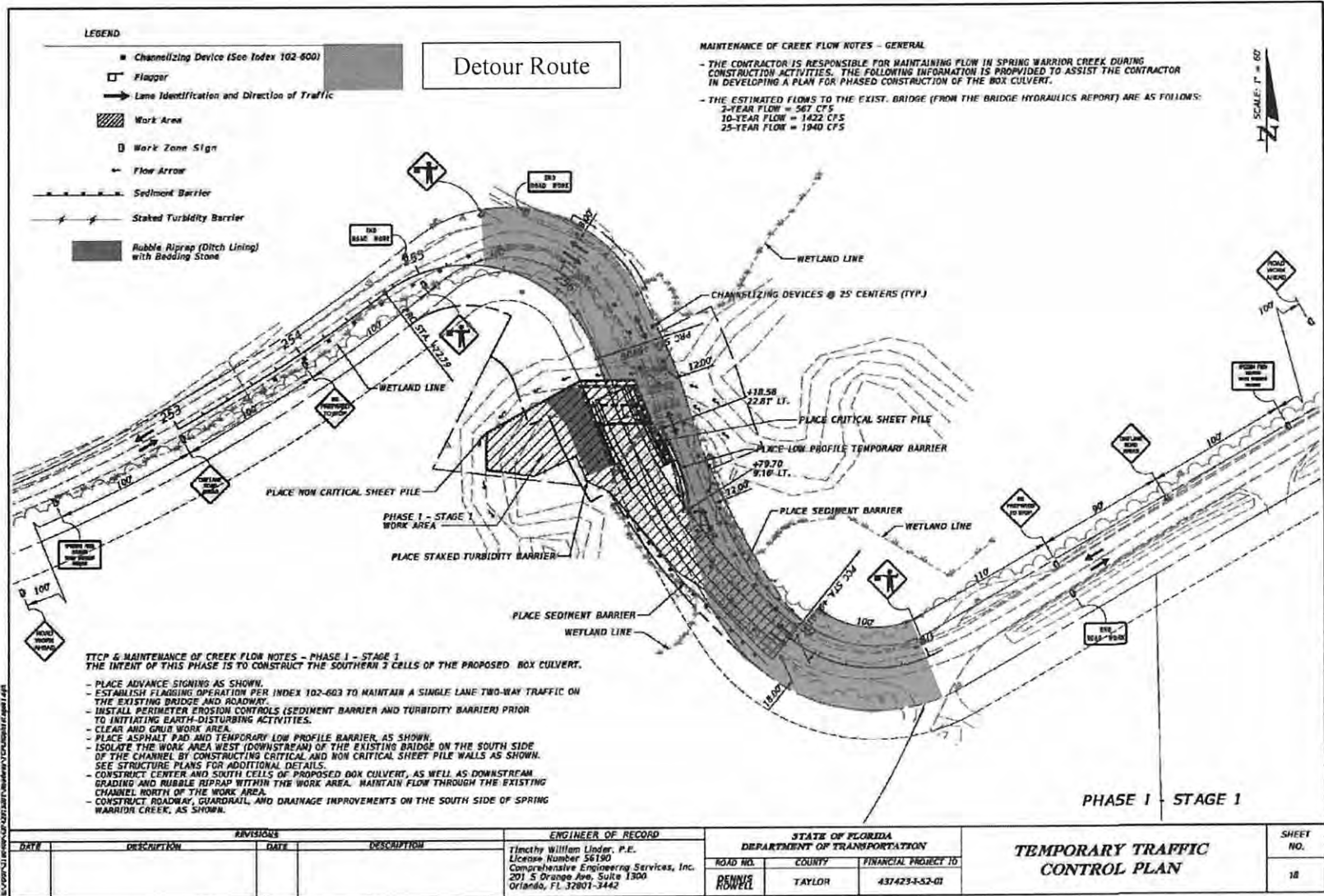
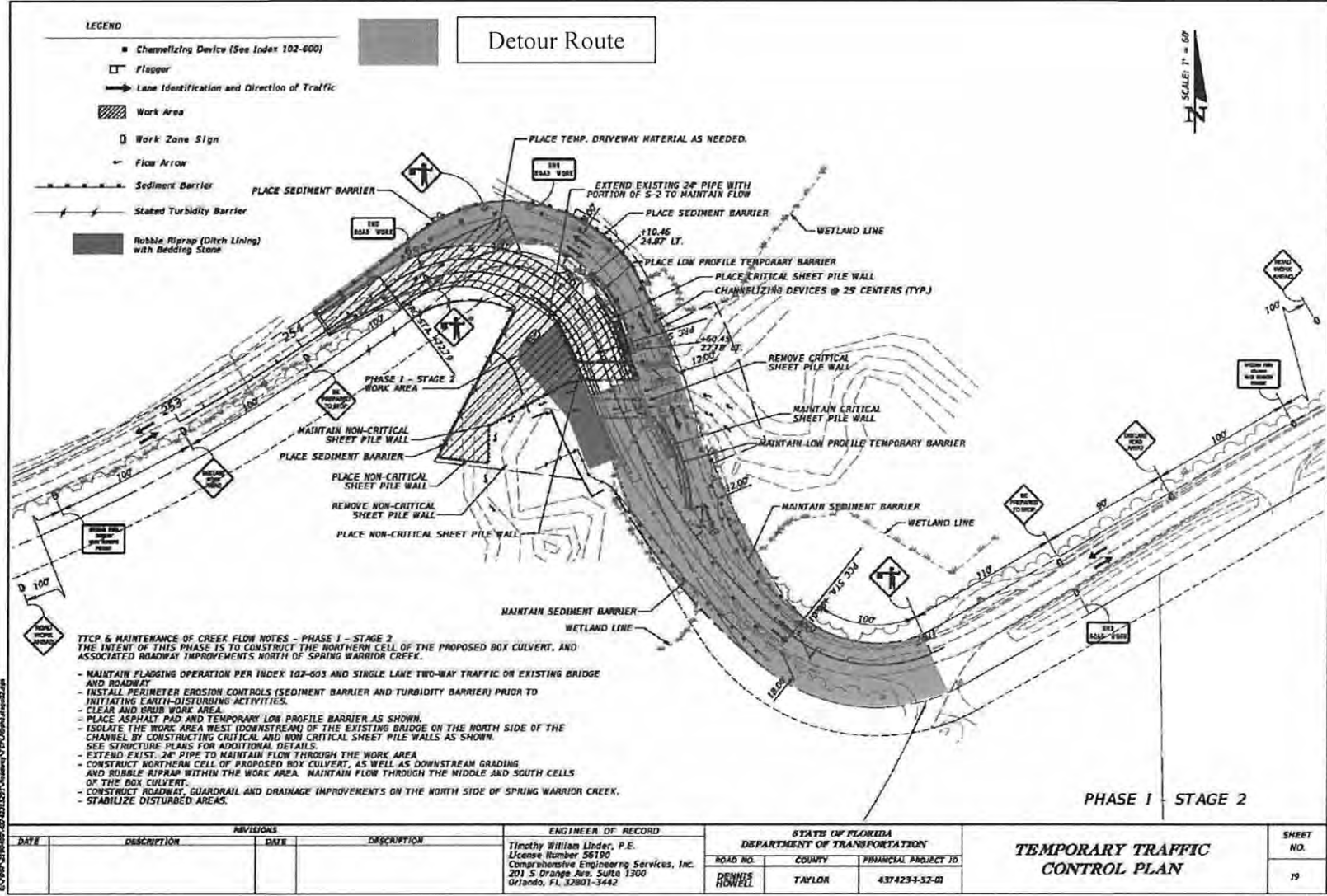


EXHIBIT "C"  
Composite C-2

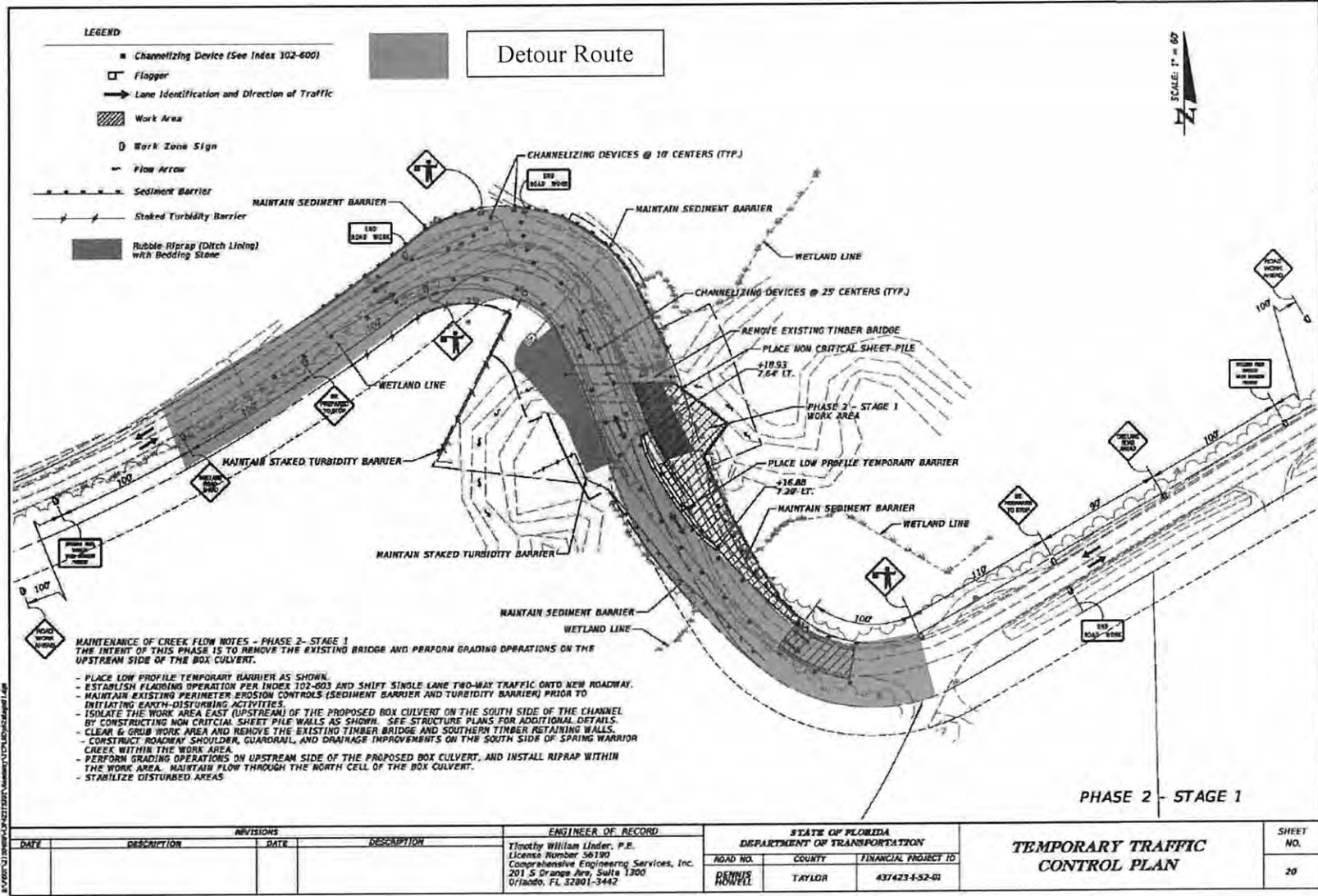


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EXHIBIT "C"  
Composite C-3



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.094, F.A.C.

EXHIBIT "C"  
Composite C-4

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Project Description: Dennis Howell Road over Warrior Creek Replacement Bridge No. : 384029  
Off System Department Construct Agency Maintain

**Detour Route**

**LEGEND**

- Channelizing Device (See Index 102-600)
- Flagpole
- Lane Identification and Direction of Traffic
- ▨ Work Area
- Work Zone Sign
- ↔ Flow Arrow
- Sediment Barrier
- Staked Turbidity Barrier
- ▨ Rubble Riprap (Ditch Lining) with Bedding Stone

**PHASE 2 - STAGE 2**

**CONSTRUCT SIDE DRAIN AND DRIVEWAY**

**CHANNELIZING DEVICES @ 10' CENTERS (TYP.)**

**REMOVE EXISTING 24" PIPE AND CONSTRUCT REMAINDER OF S-2**

**PHASE 2 - STAGE 2 WORK AREA**

**MAINTAIN SEDIMENT BARRIER**

**CHANNELIZING DEVICES @ 25' CENTERS (TYP.)**

**PLACE NON CRITICAL SHEET PILE**

**WETLAND LINE**

**MAINTAIN SEDIMENT BARRIER**

**MAINTAIN STAKED TURBIDITY BARRIER**

**MAINTAIN STAKED TURBIDITY BARRIER**

**MAINTAIN SEDIMENT BARRIER**

**WETLAND LINE**

**TTCP & MAINTENANCE OF CREEK FLOW NOTES - PHASE 2 - STAGE 2**

THE INTENT OF THIS PHASE IS TO REMOVE THE REMAINING PORTION OF EXISTING BRIDGE AND COMPLETE THE GRADING OPERATIONS ON THE UPSTREAM SIDE OF THE BOX CULVERT.

- MAINTAIN PERIMETER EROSION CONTROLS (SEDIMENT BARRIER AND TURBIDITY BARRIER) PRIOR TO INITIATING EARTH-DISTURBING ACTIVITIES.
- MAINTAIN FLAGGING OPERATION PER INDEX 102-603 FOR SINGLE LANE TWO-WAY TRAFFIC ON THE NEW ROADWAY.
- CLEAR & CRIB WORK AREA.
- REMOVE TEMPORARY LOW PROFILE BARRIER.
- PLACE DOUBLE YELLOW CENTERLINE PAINT WITH ROPS STRIPING AND OPEN ROADWAY TO TWO-WAY TRAFFIC.
- ISOLATE THE WORK AREA EAST (UPSTREAM) OF THE PROPOSED BOX CULVERT ON THE NORTH SIDE OF THE CHANNEL BY CONSTRUCTING NON CRITICAL TEMPORARY SHEET PILE WALLS AS SHOWN.
- SEE STRUCTURE PLANS FOR ADDITIONAL DETAILS.
- CONSTRUCT DRAINAGE IMPROVEMENTS ON THE NORTH SIDE OF SPRING WARRIOR CREEK WITHIN THE WORK AREA.
- PERFORM GRADING OPERATIONS ON UPSTREAM SIDE OF THE PROPOSED BOX CULVERT, AND INSTALL RUBBLE RIPRAP WITHIN THE WORK AREA. MAINTAIN FLOW THROUGH THE SOUTHERN CELLS OF THE BOX CULVERT.
- STABILIZE ALL DISTURBED AREAS. REMOVE PERIMETER EROSION CONTROLS.
- ALLOW 14 DAY CURE PERIOD THEN PLACE FINAL THERMOPLASTIC MARKINGS.

**PHASE 2 - STAGE 2**

REVIEWS		DESCRIPTION		ENGINEER OF RECORD	STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				Timothy William Under, P.E. License Number 56180 Comprehensive Engineering Services, Inc. 201 S. Orange Ave., Suite 1300 Orlando, FL 32801-3442	DAVENPORT	TAYLOR	4374234-32-01	21	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G1S-23.004, F.A.C.

**EXHIBIT "D"**  
**Endorsement Resolution**

**RESOLUTION NO. N/A**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH ENDORSES THE FLORIDA DEPARTMENT OF TRANSPORTATION'S DELIVERY AND DESIGN ALTERNATIVES TO REPLACE CR 531 DENNIS HOWELL ROAD BRIDGE NO. 384029.**

**WHEREAS**, the Taylor County Board of County Commissioners recognize the need for improvements to Dennis Howell Road Bridge No. 384029 over Spring Warrior Creek; and

**WHEREAS**, due to financial constraints, it is beyond Taylor County's ability to make such bridge improvements; and

**WHEREAS**, although LAP certified, Taylor County requests that the Florida Department of Transportation deliver the project as so doing allows for greater efficiency, innovation, cost, time savings and other reasons resulting in optimal project delivery; and

**WHEREAS**, the Florida Department of Transportation and Taylor County will execute a separate transfer and maintenance agreement for the subject project at a later date if required; and

**WHEREAS**, any items, in the Florida Department of Transportation's sole discretion and without limitation in accordance with the Code of Federal Regulations (CFR), deemed to be federal non-participating items, shall be funded at the sole expense of Taylor County; and

**WHEREAS**, Taylor County endorses the proposed design alternatives in the Florida Department of Transportation Bridge Replacement Report for the above referenced project; and

**WHEREAS**, the Board of County Commissioners finds that the adoption of this resolution is in the best interest of Taylor County, Florida and its citizens.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida as follows:

**Section 1. Adoption and Incorporation of Recitals.** The Taylor County Board of County Commissioners adopts the recitals outlined above and incorporates them herein as an adopted as part of this resolution.

**Section 2. Endorsement.** The Taylor County Board of County Commissioners does hereby endorse the Florida Department of Transportation's delivery of Financial Project Number 437423-1 relating to replacement of Dennis Howell Road Bridge No. 384029 over Spring Warrior Creek.

**Section 3. Design Alternatives.** The Taylor County Board of County Commissioners does hereby endorse the Florida Department of Transportation's proposed design alternatives in the Bridge Replacement Report for the above referenced project as follows:

**Alignment:** Taylor County endorses recommended Alignment Alternative, which realigns Dennis Howell Road approaching, crossing and leaving the Spring Warrior crossing slightly west of the roads current position as depicted in Report Figure 4.

**Structure:** Taylor County endorses recommended Box Culvert Alternative, which consists of a 3 barrel, 12 feet by 12 feet box culvert, with an overall width of 26 feet and a 40 feet overall length as depicted in Report Figure 6 and 7.

**EXHIBIT "D"**  
**Endorsement Resolution Cont'd**

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

Section 5. Distribution. The County Administrator is directed to provide an executed copy of this Resolution to Melissa D. Morgan, 710 NW Lake Jeffrey Road, Suite 202, Lake City, Florida 32055.

PASSED AND ADOPTED in regular session this 14<sup>th</sup> day of December, 2021.



BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY Thomas Demps  
THOMAS DEMPS, Chair

ATTEST:

Dannell Wilson  
for GARY KNOWLES, Clerk

Financial Project Id. No.: 437423-1-52-01

Federal Id. No.: ACBZ

Project Description: Dennis Howell Road over Warrior Creek Bridge Replacement Bridge No.: 384029

Off System Department Construct Agency Maintain

**EXHIBIT "E"**  
**(RESOLUTION)**



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to approve solicitation and advertisement for the Request for Statement of Qualifications (SOQ) for Airport Continuing Professional Engineering and Consultant Services at Perry-Foley Airport

**MEETING DATE REQUESTED:**

September 20, 2022

**Statement of Issue:** Board to review and approve the solicitation and advertisement for the SOQ for engineering and consultant services at Perry-Foley Airport.

**Recommended Action:** Approve solicitation and advertisement.

**Fiscal Impact:** The Federal Aviation Administration (FAA) requires the County to have a consulting firm under contract for professional, engineering, planning, design and construction management services to be eligible for funding assistance from FAA. The Consultant is 100% paid by grant funds obtained from FAA and Florida Department of Transportation (FDOT) Aviation Division.

**Budgeted Expense: Y/N** Not Applicable

**Submitted By:** Melody Cox, Grants Writer

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County's current consultant and engineering contract for Perry-Foley Airport (AVCON, Inc.) expires in December 2022. The County is required by FAA and FDOT Aviation as well as the County's own policies to competitively solicit and procure a qualified consulting and engineering firm. FAA requires the County to solicit firms at least once every five years. The County has normally executed a three year contract with 2 - one year extensions for the airport consultant/engineer.

**Attachments:** Request for Statement of Qualifications for Continuing Professional Engineering And Consultant Services at Perry- Foley and associated advertisement.



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

## Request For Statement Of Qualifications For Airport Continuing Professional Engineering And Consultant Services At Perry-Foley Airport Taylor County, Florida

### 1.0 INTRODUCTION

Perry-Foley Airport (FAA Identifier 40J), located in Perry, Florida is a general aviation airport supporting the aviation needs of Taylor County and the surrounding area. The airport is owned and operated by the Taylor County Board of County Commissioners and is a valuable economic generator for the region. The County is committed to the further development of the airport to meet the current and future demand for aviation activity as well as economic development opportunities for the community. The State of Florida, Department of Economic Opportunity has designated Taylor County as a "Rural Area of Opportunity" (RAO) and a Rural Economic Development Initiative (REDI) area. The Airport is a critical element of local economic growth and development.

The Taylor County Board of County Commissioners is requesting "Statements of Qualifications" (SOQ) from qualified firms interested in providing professional **Airport Continuing Professional Engineering And Consultant Services** for Perry-Foley Airport. The selected firm will function on an as-needed basis and projects may include planning and/or engineering and design as summarized in Section 2.0 below.

### 2.0 SCOPE OF SERVICES

The Taylor County Board of County Commissioners is seeking "Statements of Qualifications" from professional firms interested in providing **Airport Continuing Professional Engineering And Consultant Services** for Perry-Foley Airport for up to a five (5) year period. The length of the services shall remain subject to the Consultant's responsiveness and quality of work provided to the County.

Services may include civil, structural, mechanical, electrical and environmental engineering services and architectural services incidental thereto. Services may also include project inspection, construction management and planning services associated with the planning, design and operation of airport and related facilities. These services shall be performed in accordance with acceptable engineering practices, and are to be carried out in accordance with Federal Aviation Administration requirements, Florida Department of Transportation guidelines, Part 200 Code of Federal Regulations, Florida Statutes and Codes, and all applicable local codes, regulations, ordinances, policies and planning procedures.

The following list is a sample of the type of projects which may be reasonably anticipated over the next five years. This list is not inclusive and is subject to change as priorities and funding change.

- Airfield lighting and navigational aid improvements
- Airfield pavement improvements and rehabilitation
- Development of an Airport Solar Farm
- Aircraft hangars – corporate and t-hangars
- Building improvements, including but not limited to, construction of a pilot lounge
- Removal of trees encroaching on aircraft movement both on-site and off-site
- Airport apron improvements
- Utility systems
- Updates and/or amendments to the Airport Master Plan and airspace studies
- Stormwater management facility design and permitting
- Landside infrastructure
- Airport industrial parks and aviation related businesses
- Other services required for the proper maintenance, planning, and development including economic development at Perry-Foley Airport

The intent of this selection process is to retain a consulting/engineering firm to provide services related to the implementation of projects that may arise for the ongoing development, growth, and maintenance of Perry-Foley Airport. The selected firm will be expected to make available certain planning and design services on an as-needed basis through individual “task order” authorizations. For the purposes of this “Statement of Qualifications” and any resulting contract, a “task order” shall be defined as the formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to the Contract. The scope of work will constitute the basis for negotiation of each task order. The Consultant will provide a proposal to the County to perform the services requested. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services.

This award does not guarantee any amount or type of task orders will be assigned to a firm. Should any authorized project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

It is anticipated that the projects will be funded by one or more of the following sources:

- Federal grants and/or appropriations from the Federal Aviation Administration (FAA) under its Airport Improvement Program(s)
- State grants and/or appropriations from the Florida Department of Transportation (FDOT)
- Economic development grants such as but not limited to Community Development Block Grants (CDBG)
- Taylor County

Other non-aviation Federal and/or State grants may be used from time to time. The firm selected will provide input and guidance to the County to ensure the County’s compliance with applicable standards, regulations, guidelines of the Federal Government, the Federal Aviation Administration, the State of Florida, and Taylor County.

### 3.0 SUBMITTAL REQUIREMENTS

**One (1) original and nine (9) copies** of the “Statement of Qualifications” must be submitted by mail or hand-delivered to **Taylor County Clerk of Courts at 108 N. Jefferson Street (P.O. Box 620), Perry, Florida 32347**. Submittals must be received no later than **4:00 p.m. EDT (local time) on Friday, October 28, 2022**. Submittals must be sealed and clearly marked on the outside “Airport Continuing Professional Engineering and Consultant Services”. Submittals not clearly marked on the outside will be rejected. The firms name and address must also be clearly marked on the outside of the envelope. No response will be considered unless received on or before the date and time specified. The delivery of the response to the County prior to the deadline is solely and strictly the responsibility of the responder. **SUBMITTALS RECEIVED AFTER THE CLOSING TIME WILL BE RETURNED UNOPENED TO THE SENDER** **The SOQ’s will be opened at the regularly scheduled Board of County Commissioners meeting on Tuesday, November 1, 2022 at 6:00 p.m. No faxed or emailed SOQ’s will be accepted.**

Questions regarding this SOQ should be addressed in writing at least ten days prior to the specified submittal date to:

Ward Ketring  
Airport Manager  
Perry-Foley Airport  
401 Industrial Park Drive  
Perry, FL 32348  
(850) 838-3519 or at [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com)

In the event there are any corrections, or any ambiguity, inconsistency, errors or clarification of an interpretation, it will be issued as addenda. All addenda will be posted at [www.taylorcountygov.com](http://www.taylorcountygov.com) with the Request for the SOQ and a copy of the legal ad. The County will not be responsible for any oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with the Airport Manager prior to the opening of the qualifications. Only those communications which are in writing from the County may be considered as a duly authorized expression on behalf of the Board of Commissioners.

It is the responsibility of each responder to examine this SOQ carefully and to judge all of the circumstances and conditions which may affect its response to ensure that their response clearly and directly responds to each of the requirements listed. Any data furnished by the County is for informational purposed only. Responses submitted early by responders may be withdrawn or modified prior to the response deadline. Such requests must be in writing. Modifications received after the response deadline may or may not be considered.

The County reserves the right to request any supplementary information and/or clarification of information it deems necessary in order to effectively evaluate the responder’s experience, qualifications, or substantiate any information contained in the responder’s response.

Proposals shall be limited to not more than fifty (50) single-sided pages, excluding the table of contents and any section dividers. The proposal shall address the following:

- **(1) Transmittal Letter:** Introduction to firm and team and other information that should be considered.

- **(2) Company Overview:** Proposer shall include a description of the business history and number of years in operation, number of employees, when firm was established, principals of firm and any other related information. The proposer shall include any experience in airport consulting services, specifically in the state of Florida. Provide a statement that the firm is properly licensed to practice in the State of Florida.
- **(3) Project Manager and Project Team:** Provide a narrative describing the role and qualifications of the Project Manager/Engineer and primary point-of-contact to be assigned to the County under this role. In addition, provide the role and qualifications for each key individual staff member for this assignment. The Proposer shall provide three (3) airport references (contact and telephone number required) for the Project Manager and an airport reference for each key staff listed. In addition, list all supporting team members and their office locations. Provide an organization chart showing the lines of communication, authority and assigned responsibility. For each individual shown on the organization chart, identify their company affiliation and provide a summary of their respective qualifications.
- **(4) Representative Projects:** Identify and describe relevant projects, including economic development projects, that the firm has completed and the year in which they were completed. Include airport references for each of the projects (contact and telephone number required). Relevant project experience shall be assignments undertaken as part of an airport general consulting role within the last five (5) years.
- **(5) Environmental/Permitting Experience:** Describe the firm's experience with airport environmental resource permits, environmental studies, permitting and mitigation. Include a list of the specific regulatory agencies with whom the firm has worked.
- **(6) Regulatory Compliance Experience:** Describe the firm's experience with regulatory compliance including but not limited to: Part 200 Code of Federal Regulations, 2 CFR 200 procurement requirements, Florida Single Audit Act requirements, Florida Building Codes, Davis-Bacon Act recordkeeping, Federal Fair Labor Standard Acts, Equal Opportunity and Affirmative Action standards, Copeland Anti-Kickback Act, utilization of U.S. Homeland Security E-verify system, and all applicable federal and state reporting and compliance standards with an emphasis on FAA and FDOT Aviation Standards.
- **(7) FAA/FDOT Experience:** Summary of your firm's experience with staff from the FAA Airports District Office in Orlando and the FDOT District II office in Lake City. Summarize your experience with FAA Grants and FDOT Joint Participation Agreements. Identify airport grant recipients, airport contacts and telephone numbers. Include names of the individuals at the District Office that are most familiar with the referenced grants. Provide information on any other applicable experience within the last five years.
- **(8) DBE/MBE/WBE and Veteran –Owned Business Enterprise Plan:** Provide proposed method to achieve DBE/MBE/WBE and Veteran-Owned Business Enterprise participation goal of 4.78 percent. IF THE FIRM SUBMITTING THE PROPOSAL IS A DBE/MBE/WBE OR A VETERAN OWNED BUSINESS, CERTIFICATION THEREOF MUST BE PROVIDED WITH THE PROPOSAL.

- **(9) Proof of Insurance:** Provide evidence of professional liability insurance for the primary firm. (Additional Insurance requirements for submission of the proposal is outlined in 5.0 Additional Considerations and Requirements, Section 5.10 of this SOQ.)
- **(10) Summary:** Provide a summary of your organization and identify unique strengths, special equipment, specialized knowledge, or other factors that you feel may be important to the selection process.

There shall be no dollar units of total costs included in the proposers "Statement of Qualifications".

In addition to the above required, the following attachments to the SOQ must be returned with the Respondents submittal:

1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
2. Drug Free Workplace Form/Certification
3. Sworn Statement Under Section 287.133(3)(a) , Florida Statutes on Public Entity Crimes
4. Contact For Contract Administration Form
5. Unauthorized Aliens Form
6. Disclosure Of Lobbying Activities

**THESE FORMS DO NOT COUNT AS PART OF THE FIFTY (50) PAGES OF THE PROPOSAL.**

Responding to this SOQ will in no way be construed as a commitment on the part of the County. The County reserves the right to reject any or all responses. The County is not responsible for any costs incurred during the preparation and submittal of a response to this SOQ. The County reserves the right, in its sole and absolute discretion to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the SOQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore the County is not bound to award any contract(s) based on costs. The County in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

#### **4.0 SELECTION PROCEDURE**

A Consultant Selection Committee will be established to review and evaluate all qualification statements submitted. The evaluation of the responses to the SOQ will be made on the basis of comparative fulfillment of the above criteria. Total scoring is a mathematical summation of the criteria scores from each evaluator.

A firm may be selected from the qualifications statements, upon recommendation of the Consultant Selection Committee, or if deemed necessary, the County may short-list up to three firms for formal presentations and further consideration by the Board of Commissioners. Firms not short-listed will be notified. The format and date of the presentation will be established at the time of short-listing, if applicable.

If desired by the Consultant Selection Committee or the Board of Commissioners, the short-listed firms will make personal presentations to the Taylor County Board of Commissioners and staff. Presentations by each firm will be limited to the proposed Project Manager and Principle in Charge. Presentations may take up to 20 minutes and should focus on the firms understanding of



the needs and future growth of Perry-Foley Airports program and the firms qualifications to address anticipated improvements.

Qualification Statements will be evaluated and scored according to the following point system:

Section	Points Possible
1. Transmittal letter	5
2. Company Overview	15
3. Project Manager and Project Team	15
4. Representative Projects	20
5. Environmental/Permitting Experience	5
6. Regulatory Compliance Experience	5
7. FAA/FDOT and Related Grant Experience	15
8. DBE/MBE/WBE and Veteran Enterprise Participation Plan & Respondents DBE/MBE/WBE and Veteran Owned Business Enterprise Certification (if applicable)	10
9. Proof of Insurance	5
10. Summary	5
<b>Total Points</b>	<b>100</b>

Following final approval ranking of the firms by the County, contract negotiations will be conducted by staff with the highest ranked firm. If satisfactory negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are completed. **All contracts will be executed by the Taylor County Board of Commissioners.**

## **5.0 ADDITIONAL CONSIDERATIONS & REQUIREMENTS**

**5.1 Black Out Period:** Communication regarding the SOQ is prohibited between the bidder/respondent (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their agents or representatives) regarding the competitive solicitation is strictly prohibited with any member of the Taylor County Board of Commissioners or other person authorized to act on behalf of the Board of Commissioners. **ALL** communications and questions shall be directed to the Airport Manager as referenced in 3.0 Submittal Requirements and the advertisement of the Solicitation.

**5.2 Liability:** The Respondent shall be, and agree to be and remain liable for any and all damages, losses, and incurred by Taylor County caused by errors, omissions, or negligence of the Respondent, or by a sub-Consultant engaged by the Respondent in providing, performing, and furnishing services, work, or materials pursuant to this solicitation, and for any and all damages, losses, and expenses to Taylor County arising out of the Respondents negligent performance of any of its obligations. The Respondent shall be liable and agrees to be liable for and shall indemnify, defend, and hold Taylor County harmless for any and all claims, suits, judgements, or damages, losses and expenses, including court costs, expert witness and professional consultant services, and attorney fees arising out of the Respondents errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Respondent during the providing, performing, and furnishing services, work, or materials pursuant to this

solicitation. Nothing herein shall be construed as a waiver of Taylor County's sovereign immunity as provided for under Chapter 768, Florida Statutes,

**5.3 Controlling Law:** This solicitation is to be governed by the laws of the State of Florida. It is further agreed and understood that Respondents agreed and understood that in any event of litigation between Taylor County and the Respondent arising out of any interpretations or compliance with any of the terms, conditions, and requirements of this solicitations, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to such litigation and that contracts and negotiations shall be governed by the laws of the State of Florida and the venue for any legal action will be Taylor County, Florida.

**5.4 Attorneys' Fees and Cost:** In the event of default by either part under the terms of this Solicitation, the defaulting party shall be liable for, and agrees to pay all costs and incurred in the enforcement of an award pursuant to this Solicitation, including reasonable attorneys' fees.

**5.5** Any material submitted in response to this SOQ will become a public document pursuant to Florida Statute §119.07. This includes material which the responding firm might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.

**5.6 Successors and Assigns:** Neither Taylor County nor the Respondent shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that become due or monies that are due) pursuant to this solicitation with the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Respondent from employing such independent associates and consultants as may be deemed appropriate to assist in the performance of services hereunder. Nothing within this solicitation shall be construed to give any rights or benefits herein to anyone other than Taylor County and the Respondent and all duties and responsibilities undertaken pursuant to this solicitation shall be for the sole and exclusive benefit of Taylor County and the Respondent and not for the benefit of any other party. It is understood and agreed that Taylor County shall have the absolute right to employ other consulting firms after completion/termination of this solicitation, using documents or any other documents which are prepared by other consulting firms or otherwise pursuant to this solicitation.

**5.7** The County is not liable for any costs incurred by a firm responding to this SOQ including those that may be incurred if an oral presentation is required.

**5.8 No Contingency Fees:** By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

**5.9** Federal and state funds will be used for portions of the projects during the term of the contract. Taylor County has submitted a DBE/MBE/WBE and Veteran- Owned Business Enterprise program in accordance with federal guidelines. The Program's goals will be established by the Airport with the assistance of the selected Respondent, on an annual basis in accordance with the methodology set forth in the program.



**5.10 Insurance Requirements:** All ‘Statements of Qualification’ require a current Certificate of Insurance as outlined in 3.0 Submittal Requirements, Taylor County must be listed as an “Additional Insured” (where appropriate). Alternately, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the solicitation, Certificate(s) of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. The policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall be given to Taylor County. Additionally, all proposed subcontractors shall be insured under the Respondents policies or have the same requirements stated herein, Coverages required are as follows:

- 5.10(a) Comprehensive General Liability Insurance covering as insured the Respondent and Taylor County with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons for property damage.
- 5.10(b) Automobile Liability coverage must be maintained on all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000.00 combined single Limit each accident. In the event the Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or separate Business Auto Liability policy.
- 5.10(c) Professional Liability Insurance for “Errors and Omissions” covering as Insured the Respondent with not less than a \$1,000,000.00 limit of liability.
- 5.10(d) Respondents shall include certification information showing Workers’ Compensation Insurance/Exemption on all employees working on the project(s). Workers Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers’ Compensation Agreement.
- 5.10(e) Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of proposal, is hereby advised that the award will be rescinded and offered to the next highest ranked Respondent who meets all proposal specifications.

**Taylor County strictly enforces fair and open competition in the public procurement process. Taylor County supports Equal Opportunity Employment and respondents doing business with Taylor County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or gender. The County encourages, Disadvantaged, Minority, Women, and Veteran-Owned Business Enterprises to participate in the SOQ process. Taylor County is and enforces a Drug Free Workplace and Providing Handicapped Accessibility.**

End of SOQ Instructions

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

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

TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



# **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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## **DRUG-FREE WORKPLACE CERTIFICATION (This form must be completed and attached to proposal)**

Identical tie bids: Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free work place program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.**
- 2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3. Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.**
- 4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

**As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

---

**Company Name**

---

**Authorized Signature**

---

**Federal I.D. Number or SSN**

---

**Printed Name**



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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CONRAD C. BISHOP, JR., County Attorney  
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Perry, Florida 32348  
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(850) 584-2433 Fax

## Taylor County Board of County Commissioners Taylor County, Florida UNAUTHORIZED ALIENS

Inasmuch as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes, the County prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Additionally, such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the County may conduct random checks of personnel records as they pertain to this issue. Violation of this requirement may result in immediate termination of the contract. Additionally, violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA;  
CITY OF

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires \_\_\_\_\_

[ ] Personally known

[ ] Produced Identification

Type of Identification: \_\_\_\_\_

**PUBLIC ENTITY CRIMES**

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The City Council of the City of DeFuniak Springs,

The City, Florida by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_ ; (if the entity has no FEIN, include the Social Security Number

of individual signing this sworn statement: \_\_\_\_\_).

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

I understand that "convicted" or "conviction" as defined in

**Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.**

**I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:**

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

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

**Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]**

**\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members,**

or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

\_\_\_\_\_  
Name of Bidder

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

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

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_



Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Personally known to me \_\_\_\_, or produced the following identification as proof of  
identity. \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary Name

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32  
PROCUREMENT  
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

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

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

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

Instructions for Certification

**Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If no, then please complete section 4  
below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:    Congressional District, if known: 4c _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____    Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>   	<b>7. Federal Program Name/Description:</b>    CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>    	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>    	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Request for Statement Of Qualifications for  
Airport Continuing Professional Engineering And Consultant Services  
at  
Perry- Foley Airport  
Taylor County, Florida**

In accordance with Taylor County Board of County Commissioners policies and procedures, Florida Statute §287.055 (Consultants' Competitive Negotiation Act) and FAA Advisory Circular 150/5100-14D, the Taylor County Board of County Commissioners invites the submission of Statements of Qualifications (SOQ) from all interested and qualified professional aviation engineering and consulting firms with demonstrated expertise in **Airport Continuing Professional Engineering and Consultant Services** for anticipated projects at the Perry -Foley Airport (FAA Identifier 40J) . Projects may include but are not limited to the planning and/or design of the following: airfield lighting and navigational aid improvements, airfield pavement improvements and rehabilitation, development of an airport solar farm, aircraft hangars (corporate and t-hangars), building improvements (including but not limited to construction of a pilot lounge), removal of trees encroaching on aircraft movement both on-site and off-site, airport apron improvements, utility systems, updates and/or amendments to the Airport Master Plan and airspace studies, stormwater management facility design and permitting, landside infrastructure, airport industrial parks and aviation related businesses, and other services required for the proper maintenance, planning, and development at Perry-Foley Airport.

A copy of the detailed Request for Statement of Qualifications and instructions for submittal may be obtained from Taylor County at [www.taylorcountygov.com](http://www.taylorcountygov.com), or by contacting Ward Ketring at 850-838-3519 or [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com) beginning on September 21, 2022. Office hours are from 8:00 a.m. to 5:00 p.m. Monday – Friday.

One (1) original and nine (9) copies of the Statement of Qualifications must be submitted by mail or hand delivered to the Taylor County Clerk of Courts at 108 N. Jefferson Street (P.O. Box 620), Perry, Florida 32347. Submittals must be received no later than **4:00 p.m. EDT (local time) on Friday, October 28, 2022**. Submittals shall be sealed and clearly marked on the outside **"Airport Continuing Professional Engineering And Consultant Services at Perry- Foley Airport."** The submitting firms name and address must also be clearly marked. Submittals received after the closing time will be returned unopened. The SOQ(s) shall be opened at 6:00 p.m. local time or as soon thereafter as practical, on **Tuesday, November 1, 2022** in the Taylor County Board of Commissioners regularly scheduled Board meeting to be held at 201 E. Green Street, Perry, FL 32347. **NO FAXED OR EMAILED SOQ'S WILL BE ACCEPTED.**

Questions regarding this SOQ should be addressed in writing at least ten days prior to the specified submittal date to:

Ward Ketring  
Airport Manager  
Perry- Foley Airport  
401 Industrial Park Drive, Perry, FL 32348  
[airport@taylorcountygov.com](mailto:airport@taylorcountygov.com)  
(850) 838-3519

A Consultant Selection Committee will be established to review and evaluate all qualification statements submitted. A firm may be selected from the qualifications statements, or if deemed necessary, up to three

firms will be invited to make a formal presentation to the Taylor County Board of Commissioners. The format and date of the presentation will be established at the time of short-listing, if undertaken.

Taylor County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the SOQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore the County is not bound to award any contract(s) based on the lowest quoted cost. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

**The County strictly enforces fair and open competition in the public procurement process. Taylor County supports Equal Opportunity Employment and respondents doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The County encourages Disadvantaged, Minority, Veteran Owned, and Women-Owned Business Enterprises to participate in its SOQ process.**

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "BOBBY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

September 12, 2022

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-5113  
FAX (850) 584-2433

VIA E-MAIL

Ms. Lawanda Pemberton  
County Administrator  
201 E. Green Street  
Perry, Florida 32347

Re: Opioid Settlement Agreement

Dear LaWanda:

I am in receipt of Mr. Romano's e-mail to you of 9/8/22.

It would be my suggestion to put this on the agenda for the next regular meeting to inform the Board.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosure

Cc: Hon. Gary Knowles (via e-mail)

## **The Bishop Law Firm**

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**From:** Eric Romano <eric@romanolawgroup.com>  
**Sent:** Thursday, September 08, 2022 4:29 PM  
**To:** LPemberton@taylorcountygov.com  
**Cc:** OpioidLitigationTaylorCountyZ10639208@projects.filevine.com;  
lawbishop@fairpoint.net; gknowles@taylorclerk.com; Marjorie Levine; Jamey Szerdi  
**Subject:** Important Opioid Litigation Update  
**Importance:** High

Dear LaWanda,

We write to update you on two important developments in the Opioid Litigation.

First, as you may already be aware, Endo recently filed for bankruptcy protection. We do not yet know what, if any, impact this might have on Florida's settlement with Endo, which was reached earlier this year. We are in the process of evaluating this and will update you as we know more. You may receive notices of the bankruptcy filing, but you do not need to take any action at this time. If any action becomes necessary, we will let you know.

Second, we expect that initial payments from the various settlements will begin in the next few weeks, with payments being made pursuant to the payment instructions you previously provided to us.

We will continue to provide updates as we have additional information to share. In the meantime, if you have any questions, please let us know..

### **Eric Romano**

Board Certified by the Florida Bar and the  
National Board of Trial Advocacy in  
Criminal Trial Law

#### **ROMANO LAW GROUP**

801 Spencer Drive  
West Palm Beach, FL 33409  
(561) 533-6700

[romanolawgroup.com](http://romanolawgroup.com)