

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, FEBRUARY 7, 2022  
6:00 P.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

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION DESIGNATING FEBRUARY 21-24, 2022 AS 4-H LIVESTOCK SHOW AND SALE WEEK, AS AGENDAED BY COMMISSIONER MICHAEL NEWMAN.

CONSENT ITEMS:

5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND AND CDBG GRANT FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER A BUDGET TRANSFER FROM CONTINGENCY, IN THE AMOUNT OF \$5,000, TO COVER DEDUCTIBLE EXPENSE IN LIABILITY SUIT AND TO APPROVE PAYMENT OF INVOICE, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF DISPOSITION OF ASSET REPORT FOR THE X-RAY INSPECTION SYSTEM LOCATED IN THE COURTHOUSE LOBBY, AS AGENDAED BY GARY KNOWLES, CLERK OF COURT.
9. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION FOR THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-GRANT AGREEMENT - FY 2019, CONTRACT NO. 20DB-OP-03-72-01-H05 FOR HOUSING REHABILITATION, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER \$5,850 FROM GENERAL RESERVES TO THE ADMINISTRATIVE COMPLEX BUDGET FOR ROOF REPAIR, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSAL (RFP) PACKAGE TO CONTRACT TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES AND ITS ADVERTISEMENT, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.
12. THE BOARD TO CONSIDER APPROVAL OF HOLD HARMLESS AGREEMENTS FOR FOURTEEN (14) POLLING LOCATIONS, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

BIDS/PUBLIC HEARINGS:

13. THE BOARD TO RECEIVE BIDS FOR PROFESSIONAL CONSULTING SERVICES FOR SURGICAL STEAM STERILIZER PROJECT, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION SUBMISSION TO FDOT'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2028 FUNDING CYCLE.

(SIDEWALK CONSTRUCTION ALONG N. U.S. 221 FROM ASH STREET TO APPROXIMATELY GRAVES DRIVE-IN RESTAURANT)

HOSPITAL ITEMS:

15. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE DOCTORS' MEMORIAL HOSPITAL (DMH) BOARD OF DIRECTORS, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

16. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH PROGRAM (SCOP) REIMBURSEMENT AGREEMENT TO RECONSTRUCT, WIDEN AND RESURFACE MCDANIEL ROAD (CR 359A) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

- 7
17. THE BOARD TO CONSIDER APPROVAL OF FDOT'S SCOP REIMBURSEMENT AGREEMENT TO RECONSTRUCT, WIDEN AND RESURFACE CONTRACTOR'S ROAD AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR, AS AGENDAED BY THE COUNTY ENGINEER.
  18. THE BOARD TO CONSIDER APPROVAL OF THE DRAFT LOCAL AGENCY PROGRAM REIMBURSEMENT AGREEMENT PROPOSING JOINT PARTICIPATION WITH FDOT IN PROJECT MANAGEMENT OF THE DESIGN PHASE OF THE GRANGER BRIDGE REPLACEMENT PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

19. THE COUNTY ATTORNEY TO DISCUSS KEATON BEACH PROPERTY SALES.
20. THE COUNTY ATTORNEY TO DISCUSS THE CITY OF PERRY PORTION OF THE OPIATE SETTLEMENT AGREEMENT.
21. THE COUNTY ATTORNEY TO DISCUSS ENDO OPIATE SETTLEMENT AGREEMENT AND RELEASE.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO CONSIDER APPOINTMENT OF A COMMISSIONER TO SERVE ON THE SEARCH COMMITTEE FOR THE OFFICE OF MEDICAL EXAMINER FOR THE SECOND DISTRICT OF FLORIDA, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE COUNTY ADMINISTRATOR TO DISCUSS THE FY2022 BOARD CALENDAR.
24. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
25. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
26. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn



7

**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)

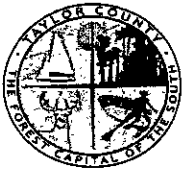
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, 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.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF PROCLAMATION TO PROCLAIM FEBRUARY 21-24, 2022 AS 4-H LIVESTOCK SHOW AND SALE WEEK.



**MEETING DATE REQUESTED:**

FEBRUARY 7, 2022

**Statement of Issue:** TO RECOGNIZE MEMBERS OF THE 4-H LIVESTOCK CLUB.

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON BEHALF OF COMMISSIONER MICHAEL NEWMAN

**Contact:** 838-3500 X 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE PROCLAMATION RECOGNIZES THAT THE YOUTH OF TAYLOR COUNTY IS ONE OF THE COUNTY'S MOST VALUABLE RESOURCES AND TEACHES YOUTH HOW TO APPLY LEADERSHIP SKILLS, ACQUIRE A POSITIVE SELF-CONCEPT, BUILD CONFIDENCE AND LEARN TO RESPECT OTHERS.

THE TAYLOR COUNTY LIVESTOCK CLUB CURRENTLY HAS 21 MEMBERS WHO WILL BE EXHIBITING AND SELLING LIVESTOCK THE WEEK OF FEBRUARY 21-24 IN MADISON, FLORIDA. THE BOARD WISHES TO PROCLAIM FEBRUARY 21-24 AS 4-H LIVESTOCK SHOW AND SALE WEEK THROUGHOUT PERRY, TAYLOR COUNTY, FLORIDA.

**Options:** APPROVE/NOT APPROVE

**Attachments:** PROCLAMATION

# **PROCLAMATION**

## **Recognizing the 4-H Livestock Club Members**

**WHEREAS**, the youth of Taylor County is one of the county's most valuable resources. 4-H Livestock Club Members contribute to the agriculture industry through learning how to raise and sell livestock. The 4-H Livestock project teaches youth how to apply leadership skills, acquire a positive self-concept, build confidence and learn to respect and get along with people.

**WHEREAS**, 4-H Livestock project has helped many youth in Perry, Taylor County, Florida to gain confidence in themselves by being responsible for an animal that is solely dependent on them. The project helps youth develop responsible behaviors through the daily care of keeping the animal fed, a clean place for the animal to live and working the animal daily to be prepared for the show ring, decision making skills through learning what feed to use and financial management skills through keeping records of expenses for the project.

**WHEREAS**, North Florida Livestock Show Week showcases the incredible ways that 4-H inspires kids to do and highlights the remarkable 4-H youth in Perry, Taylor County, Florida who work each day to learn and value hard work, agricultural commodities and make a positive impact on those around them; and

**Now**, therefore, **The Taylor County Board of County Commissioners**, do hereby proclaim February 21-24, 2022 as 4-H Livestock Show and Sale week throughout Perry, Taylor County, Florida and encourage all of our citizens to recognize 4-H for the significant impact they have made and continue to make by empowering youth with the skills they need to lead for a lifetime.

Done and ordered this 7th day of February 2022, in Taylor County, Florida

---

Thomas Demps  
Chair, Board of County Commissioners  
Taylor County, Florida

**ATTEST:**

---

Gary Knowles, Clerk  
Taylor County, Florida

(6)

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 **MSTU 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 **MSTU FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,300	107-3699021	Misc - SCBA Refills
Expenditures:		
\$1,300	0192-54620	County Fire Department - R&M Equipment

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 7<sup>th</sup> day of February, 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

**Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Department**

VENDOR NUMBER  
G194551

DATE  
12-10-2021

CHECK NUMBER  
524042

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
12/06/21	12062021	1,300.00	.00	1,300.00	00380021

RECEIVED

DEC 28 2021

GARY KNOWLES  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

TOTALS	1,300.00	.00	1,300.00
--------	----------	-----	----------

Detach check along this perforation.

## RESOLUTION

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 **CDBG GRANT 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 **CDBG GRANT FUND** budget for the fiscal year ending September 30, 2022.

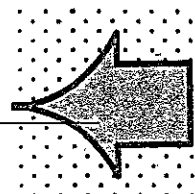
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$750,000	112-3316201	CDBG Grant - Housing
Expenditures:		
\$ 75,000	1200-53401	Contractual Services
\$ 2,000	1200-54902	Legal Advertising
\$ 3,000	1200-54977	Recording
\$ 2,000	1200-58346	Temporary Relocation
\$125,000	1200-58321	Rehabilitation
\$543,000	1200-58348	Demolition & Reconstruction

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 7th day of February, 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

New Grant Awarded FY22



**BUDGET AMENDMENT REQUEST**  
**2021-2022 FISCAL YEAR**

**DEPARTMENT: Dept. 1200 CDBG Grant NEW**  
**AMENDMENT REQUEST DATE: January 11, 2022**


**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/21</u>	<u>Amended Amount</u>	<u>Amendment</u>
53401	Contractual Services	\$0	\$75,000	\$75,000
54902	Legal Advertising	\$0	\$2,000	\$2,000
54977	Recording Fees	\$0	\$3,000	\$3,000
58346	Temporary Relocation	\$0	\$2,000	\$2,000
58321	Rehabilitation	\$0	\$125,000	\$125,000
58348	Demolition/Construct	\$0	\$543,000	\$543,000

**BUDGET AMENDMENT REQUEST \$750,000**

**TOTAL BUDGET AMOUNT FOR FY 2021-2022 \$750,000**

**Melody Cox**  
**January 11, 2022**

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b>	<b>Transfer from General Fund Reserves for Deductible Invoice and Payment of Invoice</b>
	
<b>MEETING DATE REQUESTED:</b>	02/07/22

**Statement of Issue:** 2021/2022 FY  
The Board to consider approval of a transfer for \$5,000 from the General Fund "Reserve for Contingency" to cover deductible expense in liability suit and approval of payment of invoice.

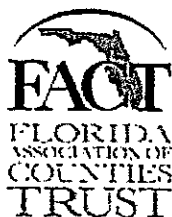
**Recommended Action:** Approval of a Budget Transfer from Contingency for \$5,000 and Approval of Payment of Invoice.

**Fiscal Impact:** \$5,000  
**Budgeted Expense:** NO  
**Submitted By:** Dannielle Welch, County Finance Director  
**Contact:** 838-3506, ext. 122  
dwelch@taylorclerk.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** n/a  
**Options:** Approve Budget Transfer and Invoice Payment  
**Attachments:** FACT Invoice  
File/Claim #: GC2020002545-F (DOI: 01/27/20)





## Florida Association of Counties Trust

### INVOICE

**To:** Dannielle Welch  
Taylor County Board of County Commissioners  
FACT# 9018  
201 East Green Street  
Perry, FL 32347

**From:** Valerie Morrison  
Florida Association of Counties Trust  
Liability Claims Department  
P.O. Box 538135  
Orlando, FL 32853-8135

**Date:** 1/18/2022

**RE:** Deductible Invoice

Below listed are amounts due on your Liability Deductible as of 12/31/2021

General Liability Deductible - \$5000	Fund Year 10/01/2019 - 10/01/2020	\$5,000.00
Total Amount Due		<u>\$5,000.00</u>

# RECEIVED

JAN 27 2022

GARY KNOWLES  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

**Payment Due by:**

**2/17/2022**

**Please make check payable to:**  
Florida Association of Counties Trust  
P.O. BOX 530065  
Orlando, FL 32853-0065

---

**SPONSORED BY THE FLORIDA ASSOCIATION OF COUNTIES**

**P.O. BOX 530086, ORLANDO, FL 32853**

FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY  
DEDUCTIBLE INVOICE DETAILS  
10/01/2019 - 10/01/2020 as of 12/31/2021

FACT #: 9018  
Taylor County Board of County Commissioners  
Deductible Amount \$5,000

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Da..	Amount Due
GC2020002545-F	[REDACTED] (MINOR)	ALLEGEDLY CLAIMANT STEP..	1/27/2020	\$40,000.00	\$0.00	\$0.00	\$5,000.00

RECEIVED

JAN 27 2022

GARY KNOWLES  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

Totals				\$40,000.00	\$0.00	\$0.00	\$5,000.00
--------	--	--	--	-------------	--------	--------	------------



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Clerk of Court  
Department Name

DEPT 0905  
Number

DATE: 2-2-2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>X-Ray Inspection System</u>	Room # <u>Courthouse Lobby</u>	Make <u>EG&amp;G Astrophysics Research</u>
Model <u>SYS 215</u>	Year <u>2003</u>	Serial Number <u>58109</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) No longer need

Location: (required) Courthouse Lobby

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

Chairman Signature \_\_\_\_\_

Department Head \_\_\_\_\_ County Administrator Approval \_\_\_\_\_

Date Removed From Asset Records

Fixed Assets Manager

TAYLOR COUNTY BOARD OF COUNTY COMMISSIO  
FIXED ASSETS LISTING

SUNGARD PENTAMATION, INC  
DATE: 02/02/2022  
TIME: 10:20:14

SELECTION CRITERIA: assets.tagno='6124'

SORTED BY: assets.tagno,assets.improvement\_num


ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
6124	X-RAY INSPECTION SYSTEM	FUNDING 001 CAPITAL ASSET Y	EST LIFE 7 DEP LIFE
-000	MFR EG&G ASTROPHYSICS RESEARCH	VENDOR BUREAU OF FEDERAL PROPERTY	DEP N POST DP N DEP METH
	MODEL SYS 215	PO 20040226 UNITS 1	SALVAGE VALU .00
	S/N 58109	CHECK 23978 UN CST 17985.00	ACCUM DEP 17985.00
	INVENTORY DATE 09/30/21	G ACQUIRE 11/18/03 COST 17985.00	REM BOOK BASIS
	CONDITION STATUS	INS CO	DEP BASIS 17985.00
	NEXT SCHEDULED MAINTENANCE	INS VAL 0.00	LAST POSTING DATE 09/30/11
			SALE AMOUNT .00
		COURTHOUSE LOBBY	RETIRED DATE

DISTRIBUTION INFORMATION

FUNCTION	OTHER USES	ACTIVITY	INTERFUND TRANSFERS	DEP ORGN	ACCOUNT	PCT
580		581		0905	55900	1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	17,985.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	17,985.00
SALE AMOUNT	.00

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	<b>SUBJECT/TITLE:</b>
	Board to approve the Request for Release of Funds and Certification for the State of Florida Department of Economic Opportunity Small Cities Community Development Block Grant (CDBG) Subgrant Agreement – FFY 2019, Contract No. 20DB-OP-03-72-01-H05 for housing rehabilitation.
<b>MEETING DATE REQUESTED:</b>	
February 7, 2022	

**Statement of Issue:** Board to approve the Request for Release of Funds and Certification for CDBG Grant FFY2019, Contract No. 20DB-OP-03-72-01-H05 for housing rehabilitation.

**Recommended Action:** Approve the Request for Release of Funds and Certification.

**Fiscal Impact:** The County has been awarded a grant in the amount of \$750,000 and will provide a match of \$50,000 with SHIP funds.

**Submitted By:** Jami Evans, Grants Coordinator

**Contact:** Jami Evans

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County has been awarded a grant in the amount of \$750,000 through the CDBG Program which will be used for the rehabilitation of homes in the unincorporated areas of Taylor County. The funds can be used for the rehabilitation of existing site built homes, demolition and new construction of existing site built homes, and demolition and new construction for existing mobile homes. The Board approved the grant agreement on October 19, 2021.

**Attachments:** Request for Release of Funds and Certification

# Request for Release of Funds and Certification

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR-58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Small Cities Community Development Block Grant	2. HUD/State Identification Number 20DB-OP-03-72-01-H05	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.228	5. Name and address of responsible entity Taylor County 201 E. Green Street Perry FL 32347	
6. For information about this request, contact (name & phone number) Jami Evans-Grants Coordinator (850) 838-3553	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request Florida Department of Economic Opportunity Florida Small Cities CDBG Program		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Housing Rehabilitation/Demo/Replacement/Temporary Relocation	10. Location (Street address, city, county, State) Locations to be determined within Taylor County, FL
--	---

### 11. Program Activity/Project Description

Housing Rehabilitation/Demo/Replacement and Temporary Relocation services for this project will be within Taylor County. At least 11 LMI housing units are proposed to be addressed, no less than 5 of which will be 50% AMI and 2 of which will be 30% AMI.

ACTIVITY	CDBG FUNDS	SHIP FUNDS	TOTAL
Administration	\$112,500.00	\$0	\$112,500.00
Housing Rehabilitation/Replacement	\$615,500.00	\$0	\$615,500.00
Temporary Relocation	\$22,000.00	\$0	\$22,000.00
<b>TOTAL BUDGET</b>	<b>\$750,000.00</b>	<b>\$0</b>	<b>750,000.00</b>

**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

**Chairman, Taylor County BOCC**

Date signed

X

Address of Certifying Officer

201 E. Green Street,  
Perry, FL 32347

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

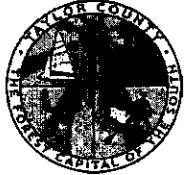
X

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to consider transfer of \$5,850.00 to the Administrative Complex budget for roof repairs

**MEETING DATE REQUESTED:**

February 7, 2022

**Statement of Issue:** Budget transfer request

**Fiscal Impact:** \$5,850.00

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

**Submitted By:** Danny Griner

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Administrative Complex has experienced a roof leak in the hallway that accesses the County Engineers office. We tried every remedy available to us in house to no avail. We asked Parker Brothers Roofing to check the roof and give us a scope of work, which, you will find attached. Parker Brothers is the company that replaced the roof on the Courthouse and Administrative Complex 20+ years ago and the warranty has expired in that time. The membrane system on the roof is fairly specialized and is not a roof type performed by any local roofers. The quote received from Parker Brothers totals \$5,850.00 and the Administrative Complex budget does not presently contain sufficient repair & maintenance funds to accomplish the repairs.

Staff respectfully requests that the board consider a transfer of the needed funds to accomplish the roof repairs.

- Options:**
1. Approve transfer
  2. Deny the transfer

- Attachments:**
1. Copy of quote from Parker Brothers Roofing





## ROOFING PROPOSAL

**Parker Brothers Roofing & Construction, Inc.**

[www.parkerbrothersroofing.net](http://www.parkerbrothersroofing.net)

P.O. Box 6388; Tallahassee, FL 32314

Main Office: (850) 656-8112 // Fax: (850) 656-8108

Florida License #CCC049350—Certified Roofing Contractor

Florida License #CGC042221—Certified General Contractor

**FULLY LICENSED AND INSURED**

Customer Name: Richard Taylor- Taylor County

Date: 11-23-2021

Customer Address: 201 E Green St

Perry FL 32347

Customer Phone: (850) 843-1821

Customer Email: richard.taylor@taylorcountygov.com

**Roof Repairs to Include: Leaks near East drain and West wall adjacent to Chimney/Flue**

### **MATERIAL & LABOR INCLUDED IN THE FOLLOWING WORK:**

- ✕ Repair splits / voids in the roof membrane;
- ✕ Tighten drain clamping ring and seal all flashing around drain;
- ✕ Caulk vertical void at corner between coping cap and upper roof;
- ✕ Seal coping joints;
- ✕ Seal cracks on north side of chimney/ flue above roof;
- ✕ Fix void in roof near south wall of the upper roof area;
- ✕ Provide 1 yr warranty on completed work;

**\$ 5,850**

This proposal is valid for up to seven (7) days after signed date. A 50% deposit will be due to begin construction.  
Parker Brothers Roofing contract takes precedence over this proposal.

Unforeseen wood repair may be discovered during the roof removal process. Deck replacement is based on a unit price of \$5.00 per square foot and other wood replacement is based on a unit price of \$8.00 per linear foot in addition to proposal/contract amount.

Leo Stewart, Jr.  
Authorized Seller

11-23-2021  
Date

By signing this proposal, I/we, the property owner(s) are agreeing to the proposed amount as listed above. This signed proposal indicates that I/we are entering into a contract with Parker Brothers Roofing and Construction, Inc. for the aforementioned materials and labor.

Property Owner #1: \_\_\_\_\_

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission – Consent Agenda Item**

**SUBJECT/TITLE:**



**Approve the Request for Proposal (RFP) package to contract Taylor County River Entrance Light System Maintenance Services and its advertisement**

**Meeting Date:**

February 7, 2022

**Statement of Issue:** Approve the RFP package to contract Taylor County River Entrance Light System Maintenance Services. These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light-systems. Approve the immediate advertisement of the RFP process.

**Recommendation:** Approve Request for Proposal package and its advertisement.

**Fiscal Impact:** \$ Unknown **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** UF Taylor County Extension

**Contact:** Victor Blanco

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** After Taylor County river lights entrance platforms repairs were performed, some users have complained about the operability of the light systems. Maintenance for the light systems of the 4 rivers entrances had been performed in in the las years but the contract expired March 2021 and a new contract for these services must be issued. The RFP package for the contract for the Taylor County River Entrance Light Systems Maintenance in 4 rivers was prepared according to the BOCC regulations and it needs to be approved as well as its public advertisement.

**Options:**

1. Approve the RFP package to contract Taylor County River Entrance Light System Maintenance Services and its immediate advertisement.
2. Deny approval

**Attachments:**

1. RFP package, attachments, contract model, and advertisement.



## 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 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

### NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Taylor County Board of County Commissioners is soliciting proposals for **TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES.**

Qualified firms or individuals desiring to provide the requested services must submit their proposal package in an envelope or similar package marked **"Sealed Proposal for 'TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES'"** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **HOUR XM**, local time, on Friday, **MONTH DAY, 2022**. All proposals **MUST** have name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened, and respondents announced at **HOUR MONTH DAY, 2022** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

The County reserves the right, in its sole absolute discretion, to reject any or all proposal, to cancel or withdraw this RFP at any time waive any irregularities in the process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the proposed costs. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid/proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid/proposed costs. **No faxed proposal will be accepted.**

**For additional information and RFP package contact**

Victor Blanco  
Taylor County and University of Florida Extension Agent  
203 Forest Park Drive  
Perry, FL 32348  
(850)838-3508  
victorblancomar@ufl.edu

**BID PACKAGES MAY ALSO BE OBTAINED FROM [www.taylorcountygov.com](http://www.taylorcountygov.com)**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County Florida



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3508 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

### NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Taylor County Board of County Commissioners is soliciting quotes for **TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES.**

Qualified firms or individuals desiring to provide the requested services must submit their proposal package in an envelope or similar package marked **"Sealed Proposals for 'TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES'"** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **X:00 XM**, local time, on **DAY, MONTH DAY, 2022**. All proposals **MUST** have name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at **X:00 XM MONTH DAY, 2022** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

The County reserves the right, in its sole absolute discretion, to reject any or all quote / proposal, to cancel or withdraw this RFP at any time waive any irregularities in the process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid/quote deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid/quote price. **No faxed bids/quote/proposal will be accepted.**

#### **For additional information and RFP package contact**

Victor Blanco  
Taylor County and University of Florida Extension Agent  
203 Forest Park Drive  
Perry, FL 32348  
(850)838-3508  
victorblancomar@ufl.edu

**BID PACKAGES MAY ALSO BE OBTAINED FROM [www.taylorcountygov.com](http://www.taylorcountygov.com)**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County Florida

## GENERAL BID INFORMATION

1. Request for Proposal documents shall be obtained from Victor Blanco, Extension Agent, Taylor County Extension Office, 203 Forest Park Drive, Perry, FL 32348 Telephone (850) 838-3508 or [victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu). Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
2. Hand deliveries and mailed quotes/proposals **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **X:00 XM, local time, DATE, MONTH DAY, 2022.**
3. Quotes/Proposals **MUST** be in a sealed envelope plainly marked on the outside: **Sealed Proposal for Taylor County River Entrance Light System Maintenance Services.**
4. **All quotes/proposals MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Quotes/proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no quote/proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their quote/proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Proposals shall be opened and respondents will be announced on **MONTH DAY, 2022 at X:00 XM** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32348.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids/quotes/proposals, to cancel or withdraw this RFP at any time waive any irregularities in the process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid/quote deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid/quote price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance (**including Long Shoreman's**) will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids/Quotes/Proposals.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

14. For additional information, contact

**Victor Blanco**  
County Extension Agent  
203 Forest Park Drive  
Perry, FL 32348  
(850)838-3508  
[victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu)

GPS Coordinates: Mouth of Rivers for Taylor County FL River Entrance Light Project:

Spring Warrior Creek Light Platform

N 29' 54.552

W 83' 41.252

Fenholloway River Light Platform

N 29' 58.596

W 83' 47.278

Aucilla River Light Platform

N30 04.846

W083 59.546

Econfina River Light Platform

Mouth- N30'02.173 / W83'55.686

Marker- N30'02.117 / W83'55.799

## BIDDER INFORMATION

1. Proposal: The proposal shall include:

- The list of previous work/experience and/or references letters of similar works as this bid.
- The amount the bidder will charge to maintain light system operations and basic parts replacement of navigational light system at the platforms entrance of 4 rivers in Taylor County, Florida.

These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. **The bidder's proposal will provide a cost breakdown for each navigational light system, as well as a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light systems.**

2. Proposal Form: The bidder is required to complete the Bid Form in its entirety.

### **SCOPE OF WORK**

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are parts of this Contract in connection with the following

#### **"TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES"**

The navigational light systems and river entrance platforms can be inspected weekdays by appointment by contacting Victor Blanco at 850-838-3508 or at [victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu). Inspection costs and logistics are borne by the contractor.

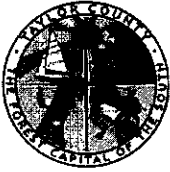
The successful bidder is required to meet the following **General Requirements for ALL 4 lighting systems**:

- 1) Navigational light systems shall be maintained on a quarterly basis; basic repairs/parts replacement must be performed as necessary.

The successful bidder is required to meet the following **Specific Requirements, listed by each River Navigational Light system**:

#### **Required Work:**

1. Regular maintenance includes bulb light operation testing, bulb replacement, wire checkup, cleaning of all light system, including solar panels, battery charge testing, securing and cleaning battery connections and all other maintenance actions required for the proper operation of the light system. Light bulbs, batteries, wiring, and all other light system components described in **Attachment A** are contractors' responsibility, Attachment A is the outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline. To specify, the navigational light system is supported by a platform structure and deck, based on attached drawings.
2. Basic repairs or parts replacement as part of maintenance procedures of the current light system, including light, battery, solar panel, or any other component of the system, following the specifications (**Attachment A**) included in this document.
3. Repairs costs of navigational lights system in case of severe storm damage at the platforms will be quoted and approved separately.
4. Reports must be sent quarterly listing and describing inspection, maintenance and/or repairs actions by each river entrance and all supporting documents and pictures. Report must be submitted with the county invoice for contractor invoice payment.



# 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 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

## PROJECT IDENTIFICATION: TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES

THIS PROPOSAL IS SUBMITTED TO:

Clerk of Courts, Taylor County  
1<sup>st</sup> Floor Courthouse  
108 N. Jefferson Street  
Perry, Florida 32347

### PROPOSAL FORM

1. The undersigned BIDDER proposes and agrees, if this proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to maintain navigational light systems at the entrance of four (4) rivers in Taylor County Florida and to perform and furnish all work as specified or indicated in the Contract Documents for the Quoted Price and within the RFP Terms in this bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all the terms and conditions of the Advertisement of Invitation to present proposal and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. BIDDER/PROPOSER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this proposal, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the RFP Documents and the following Addenda receipt of all which is hereby acknowledged.
  - (b) BIDDER has visited the site and/or is familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
  - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this proposal is submitted as indicated in the Contract Documents.
  - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.



**PROPOSAL FORM (continued)**

- (f) This proposal is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner. The term of this contract will be for **three (3) years, from the date the contract is signed in 2022 to the same date in 2025**, based on quarterly inspections/reports and payments.

4. BIDDER agrees to the following Scope of Work schedule:

**Signed Date on Contract, 2022 to same previous date in 2025** – Bidder perform maintenance and basic repair actions of navigational light systems at the Fenholloway, Econfina, Aucilla and Spring Warrior Creek River sites on a quarterly basis. Maintenance and repairs to navigational light systems will be performed on all four (4) platforms as needed.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.
6. Communications concerning this RFP shall be addressed to:

Victor Blanco  
Taylor County Marine and Natural Resources Agent  
203 Forest Park Dr.  
Perry, FL. 32348-6340  
Phone: 850-838-3508 or victorblancomar@ufl.edu

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

PROPOSAL FORM (continued)

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

IF BIDDER IS:

**AN INDIVIDUAL:**

By \_\_\_\_\_ (seal)  
Individual's Name

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**A PARTNESHIP:**

By: \_\_\_\_\_ (seal)  
Firm Name

General Partner: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**A CORPORATION:**

By: \_\_\_\_\_ (seal)

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_ (seal)  
Name of Person Authorized to Sign

(Corporate Seal) \_\_\_\_\_  
Title

Attest: \_\_\_\_\_ As Secretary

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date of Qualification To Do Business Is: \_\_\_\_\_

## PROPOSAL CHECKLIST

Check Items Included:

- \_\_\_\_\_ 1. Written Bid quotation.
- \_\_\_\_\_ 2. Certificate of liability insurance or agent statement as outlined in the General Bid considerations. **(must include Long Shoreman's in the agent statement and/or certificate of liability)**
- \_\_\_\_\_ 3. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (AFFIDAVIT ENCLOSED). Required proposal/bid information referenced above.
- \_\_\_\_\_ 4. If a bond is required, it must be submitted with the bid in the amount of five percent (5%) of the bid amount. If a performance bond is required the bidder must provide same prior to the County accepting the contract.
- \_\_\_\_\_ 5. E-verify certification is required **(must be included with bid).**
- \_\_\_\_\_ 6. Hold Harmless, Release and Indemnify Agreement (must be included with bid).

**CHECKLIST MUST BE INCLUDED WITH THE PROPOSAL PACKET.**

**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.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
Whose business address is \_\_\_\_\_  
\_\_\_\_\_

and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.

3. My name is \_\_\_\_\_ and my relationship to the  
entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime: or
  - B. 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 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 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions 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 in the management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor 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 the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, \_\_\_\_\_(Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

**Taylor County River Entrance Light Systems Maintenance Services**

**Taylor County River Entrance Light Systems Maintenance Services Contract:** The intent of this contract is to secure all labor and equipment required to maintain and/or basic repairs of navigational light systems at the entrance of four (4) rivers in Taylor County Florida. These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a cost breakdown for each navigational light platform, as well as a total cost to perform maintenance and/or repair to all four (4) navigational light systems.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement, or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.
3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.
4. Contractor hereby agrees 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.
5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, to me well known and known to me 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

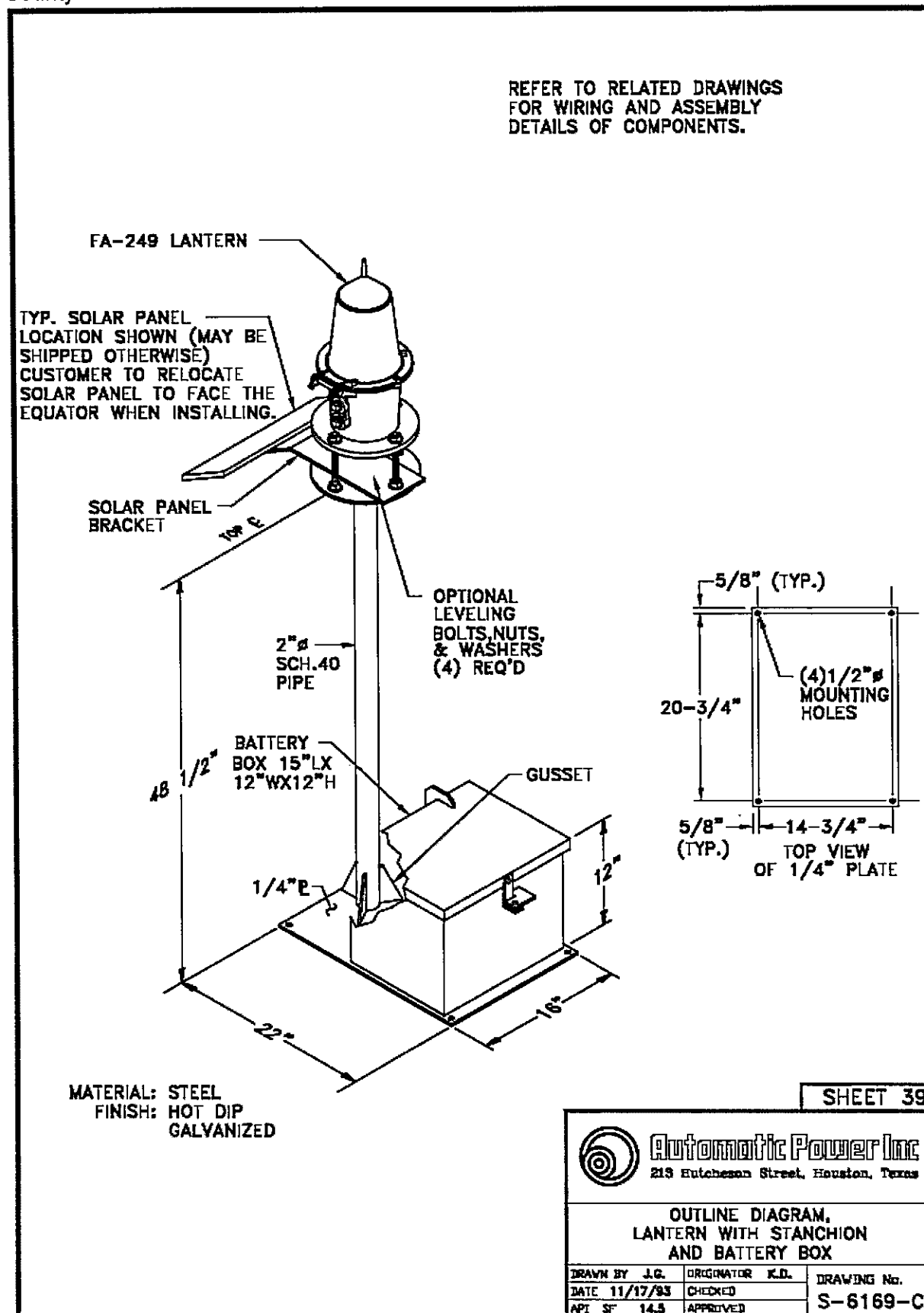
\_\_\_\_\_  
NOTARY PUBLIC

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

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_.

**Attachment A:** Outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline.



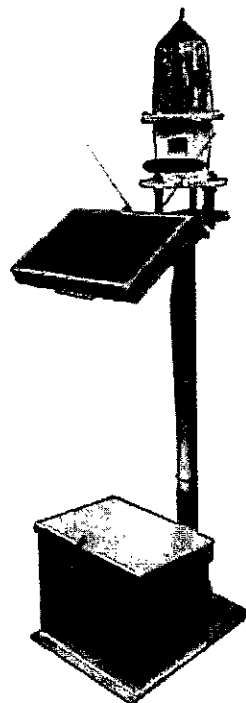


## CLASS C SINGLE LIFT ASSEMBLY

The Pharos Marine Automatic Power Class "C" single lift assembly Aids to Navigation package is a rugged compact unit designed for applications requiring a single lantern without a fog signal. It meets or exceeds U.S. Coast Guard requirements for Class "C" Aids to Navigation as specified in 33CFR sub-part 67. This aluminum self contained unit contains a solar power system with battery and battery box. The solar array can be positioned in the field to assure it faces due south.

### Features

- FA-249LED lantern with 155 mm clear, red, green, yellow, or blue acrylic lens
- 15+1 special programmable position (AM-8 LED Flasher/Controller Unit)
- 255+1 special programmable position (AM-6 LED Flasher/Controller Unit)
- Extremely high flux LEDs mounted on a STABRITE LED array system, driven by specially designed electronics
- LED array available in 1X6, 1X4, 1x8, 3X4 configurations
- Life expectancy in excess of 60,000 hours
- Optional Uniflash®-series GPS wireless synchronizing system, terminal strips, etc.
- Software programmable: photocell, low voltage disconnect, special flash rhythm, specialized current settings and solar charge control voltage setting
- Ability to accommodate an external photocell
- Optional remote monitoring
- High-efficiency TracSwitcher current controls; 82% of the battery current reaches the LED array on flash; 6 mA idle current between flashes
- Optional 365 day timer (AM-6)



**CORPORATE HEADQUARTERS  
& MANUFACTURING OPERATIONS**  
Houston, TX  
Phone: +1-713-228-5208  
Fax: +1-713-228-3717  
sales@automaticpower.com

#### U.S. LOCATIONS

**PMAPI GULF OF MEXICO**  
Gray, LA  
Rene "Boogie" LeBlanc  
Phone: +1-985-223-8700  
Fax: +1-985-223-8710  
rieblanc@automaticpower.com

**PMAPI WEST COAST**  
Novato, CA  
Pete Dolan  
Phone: +1-415-382-6296  
Fax: +1-415-382-6299  
pdolan@automaticpower.com

**PMAPI EAST COAST**  
Punxsutawney, PA  
Mark Schweiger  
Phone: +1-832-763-0445  
Fax: +1-512-870-9375  
mschweiger@automaticpower.com

#### INTERNATIONAL LOCATIONS

**AB PHAROS MARINE PTE LTD**  
Singapore  
Phone: +65-6747-9325  
Fax: +65-6746-0478  
sales@pharos-api.com

**PHAROS MARINE LTD**  
London, UK  
Phone: +44-20-8538 1100  
Fax: +44-20-8577 4170  
sales@pharosmarine.com

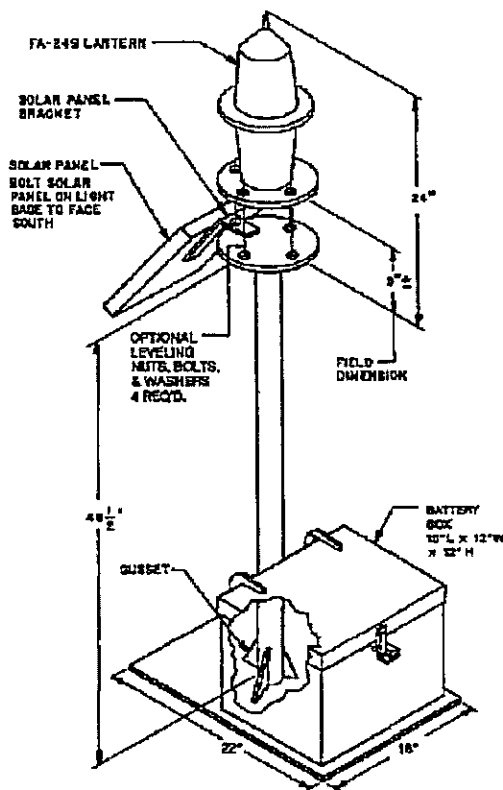
**SIMS SYSTEMS LTD**  
Great Yarmouth, UK  
Phone: +44-1493 659271  
Fax: +44-1493 601882  
uksales@simms-systems.com

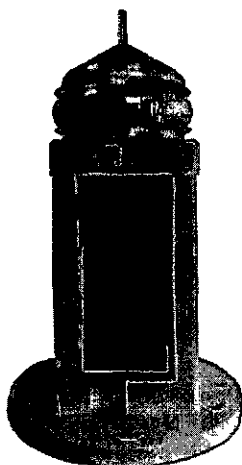
www.automaticpower.com

#### **SPECIFICATIONS**

Height:	1,841.5 mm (72 1/2")
Weight:	
Galvanized Steel:	69 kg (153 lbs.)
Aluminum:	54 kg (120 lbs.)
Solar Array:	Site Determined
Battery:	30 Day Capacity for Lantern
Power Consumption:	Maximum Average Power of 5.5W
Visibility:	1-3 NM
Vertical Divergence:	Varies by Configuration
Monitor and Control:	Optional
Synchronization:	Uniflash®-Series GPS Synchronizing (Optional)
Lantern Housing:	Molded Lexan® Lens Ring and Base
Operating Temperature:	-20°C to +55°C
Ingress Rating:	IP-56
Certificates:	Lantern FM Approved
	NI/I/2/DC/T6 Ta = 55°C/T5 Ta = 70°C/T4A Ta = 85°C
	NI/I/2/DC/T6 Ta = 55°C/T5 Ta = 70°C/T4 Ta = 85°C

\*Specifications subject to change without notice.





*Class A, B and C compliant in accordance with USCG 8th District 33 CFR Part 67 for artificial island and structures, and 33 CFR Part 66 for 3 and 6.3 NM private navigation aids.*

#### ELECTRICAL SPECIFICATIONS

Battery nominal voltage	12V
Battery autonomy	20 Days
Battery type	Lead Crystal
Battery capacity	12 Ah or 24Ah (2x12)
Standby power consumption	3.8mA Day current 5mA Night off current
Solar module type	Monocrystalline
Solar panel orientation	90° in azimuth
Solar output	8W (2x4) or 16W (4x4)
Notes:	

- \*Battery autonomy is more than 20 days at 30% duty cycle flash pattern at 43cd effective intensity setting (Data based on SS version)
- Specifications taken at standard indoor conditions
- Solar module characteristics taken from manufacturer data

# PMAPI-SC35

## Medium Intensity LED Marine Lantern

3 - 6.3 NM at 0.74T / 3.5 - 7.8 NM at 0.85T

### OVERVIEW

The PMAPI-SC35 is a weather protected solar powered self-contained marine lantern with an LED light source that can be combined with optional GPS or IO port.

- Independent operation for extensive time periods
- High intensity LEDs on a metal core PCB for maximum useful life
- Flexible electronic configurations
- Use on offshore platforms, port and harbor, aquaculture, fixed or floating structures

### KEY FEATURES

- Configurations: SS (Standard Solar) & LS (Large Solar)
- Rugged, weather-resistant construction materials: High impact resistant polycarbonate for ice, ultraviolet exposure, salt air and seawater spray at a wide range of ambient temperatures
- High intensity, energy efficient fan beam LED array: Maximum visible range up to 7.8NM at 0.85T pending flash character in optimal conditions
- IR Remote: Powering on & off, set / retrieve configuration parameters such as flash pattern, effective intensity, day/night control, etc.
- IALA approved colors: Single color LED engine - white, yellow, red or green
- Serviceable: Battery pack is easily disconnected and replaced
- Integrated bird deterrent: No additional accessories required
- Longevity - Estimated average service life of 10 years

### PERFORMANCE FEATURES

- Intensity control: Effective lantern intensity set on Schmidt-Clausen method
- Flash character control: 256 programmable flash characters and 2 custom flash characters
- Day/Night transition level settings: Programmable for active at all times or only after sunset. Day / Night level settings (sunset / sunrise transition) can be field programmed
- Calendar control - Programmable season on/off date
- Input protection - Lantern power input from the battery is reversed polarity protected for field repair or light head replacement
- Ripple delay - 0.05 to 12.7 seconds & master/slave sync options
- Storage mode - Automatic storage mode with adjustable automatic wake up
- Programmable sleep and test modes
- Battery low voltage cutoff
- Battery voltage and internal temperature LED flashing reports, triggered by commands from the IR remote control (unit will flash 1 1 9 sequences for a 11.9 V battery for example)
- Battery voltage and internal temperature could be interrogated during day time, even when the lantern is off by the photocell control system.
- Dynamic compensation circuitry for the candela low output, based on internal temperature, LED flash duration and LED color, to always keep the same programmed output intensity

### OPTIONAL FEATURES

- GPS Synchronisation: Optional internally mounted hardware will allow the lantern to flash in-sync with other PMAPI and third party lanterns that are GPS synced
- External I/O port: Allows connection to an external monitoring device or for hardwired synchronisation to other lanterns
- Charging port: Charge / recharge the battery prior to installation

## OPTICAL CHARACTERISTICS

LED Color	WHITE	YELLOW		
Light source	12 White LEDs	12 Yellow LEDs	12 Red LEDs	12 Green LEDs
Visible range (NM) <sup>1</sup>	3 - 6.3	3 - 6.3	3 - 6.3	3 - 6.3
Effective intensity range (cd) <sup>2</sup>	10 - 180*	10 - 180*	10 - 180*	10 - 180*
Horizontal divergence	360°	360°	360°	360°
Vertical divergence at 50% intensity	± 3.5°	± 3.5°	± 3.5°	± 3.5°
Peak intensity (cd)	325	325	325	325

Notes:

<sup>1</sup> Visible range based on IALA standards at atmospheric transmissivity of 0.74

<sup>2</sup> Effective intensity computed from Blondel Rey method

<sup>3</sup> Maximum Effective Intensity limited by ambient temperature and flash length. See PHAROS-SC35 Standby Calculator for expected performance.

## PHYSICAL SPECIFICATIONS

Operating temperature range (°C)	-30°C to +50°C
Operation humidity (%)	100
IP Rating	IP68*
Body material	UV stable polycarbonate
Lens material	Acrylic
Mounting	3 - 4 hole, Ø 200mm

## DIMENSIONS

Width (mm / in)	242mm / 9.53"		
Depth (mm / in)	242mm / 9.53"		
	SC35-SS	SC35-LS1	SC35-LS2
Height (mm/in)	405 mm / 15.94 in	596 mm / 23.45 in	596 mm / 23.45 in
Weight (kg/lb)	5.89 kg / 13 lb	7.53 kg / 16.6 lb	11.52 kg / 25.4 lb

## STANDARDS

EMI/EMC	EN55015:2013 radiated and conducted emissions* EN61547:2009 Immunity FCC 47 CFR Section 15 Class A*
Optical Test	IALA Recommendation E-122 (2001) and E-200-3 Part 3 (2008)
Colour	IALA Recommendation E-200-1 Part 1
Daylight	IALA Recommendation 103B
Power Supply	IEC60945 Section 7 normal and peak voltage, and reverse polarity protection
Ingress	IP68 to IEC60529
Shock	MIL-STD-202G Method 213B Cond H*
Vibration	MIL-STD-202G Method 204D Cond B*
Immersion	MIL-STD-202G Method 104A Cond B withstands immersion to 1m depth*

## ORDERING

Catalog number scheme: PMAPI-SC35-SB-C-XX

SB = Solar & Battery Size

SS = Standard Solar (8W) with 12Ah Battery

LS1 = Large Solar (16W) with 12Ah Battery

LS2 = Large Solar (16W) with 24Ah Battery

C = Colour (G = Green, R = Red, W = White, Y = Yellow)

XX = Options

00 = No Options

01 = GPS

02 = GPS and External Charging Port

03 = GPS and External IO

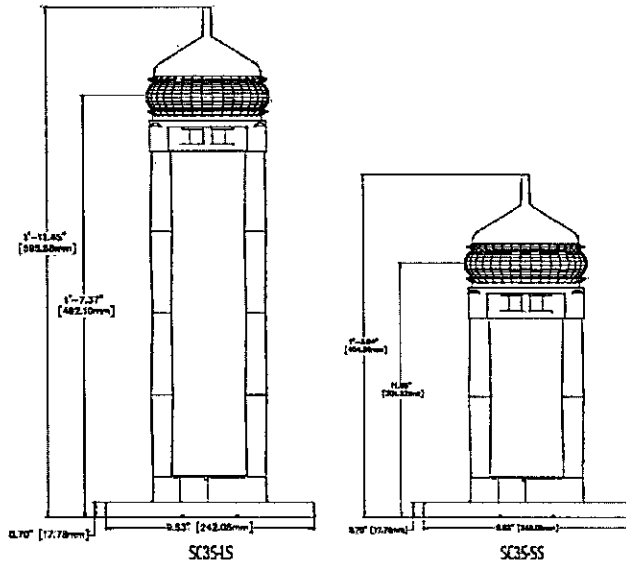
04 = GPS, External Charging Port and External IO

05 = External Charging Port

06 = External Charging Port and External IO

07 = External IO

PMIR-1 = IR Remote



\*All values are subject to change without notice.

Pharos Marine Automatic Power, Inc.  
Houston, TX - USA  
sales@automaticpower.com  
Phone: +1-713-228-5208

Pharos Marine Automatic Power  
Gray, IA - USA  
reblanc@automaticpower.com  
Phone: +1-885-223-8700

Pharos Marine Automatic Power, Ltd.  
London, UK  
sales@pharosmarine.com  
Phone: +44-20-8538-7100

AB Pharos Marine Pte.  
Singapore  
sales@pharos-api.com  
Phone: +65-6747-9325



ORIENT ALL BOLTS WITH NUTS  
TOWARD INSIDE OF STRUCTURE.

[illegible]

## CONTRACT FORM

This contract made this \_\_\_\_\_ day of \_\_\_\_\_ between, Taylor County, Florida, 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** – See Attachment B – Scope of Services –
2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon bid for said work not to exceed \$ \_\_\_\_\_ annually / \$ quarterly.
3. **DURATION OF CONTRACT.** The contract shall take effect upon final execution and terminate (3) years from that date or 2025, whichever comes first.
4. **ASSIGNMENTS.** This contract shall not be sublet, transferred, assigned, or otherwise conveyed by the Contractor without prior written approval of the County.
5. **TERMINATION OF THIS 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.  
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 the 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 under the Contract the County shall have full power or authority, without violating the contract, to take 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, and 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 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. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. 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 (including Long Shoreman's) 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 of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Worker's Compensation Hold Harmless Agreement.

7  
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 documentations that pertain to this project during the project period and for a three (3) year period thereafter.

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Victor Blanco, University of Florida / Taylor County Marine and Natural Resources Agent. 203 Forest Park Dr., Perry, FL. 32348-6340. Phone: 850-838-3508 or [victorblancomar@ufl.edu](mailto:victorblancomar@ufl.edu).

14. **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 \_\_\_\_\_.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
THOMAS DEMPS, Chairperson

ATTEST:

\_\_\_\_\_  
GARY KNOWLES, Clerk

Witness:

\_\_\_\_\_

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

\_\_\_\_\_

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## Attachment B

### SCOPE OF WORK

#### I. SUMMARY

1. The work shall consist of inspecting, testing and maintaining Taylor County's four (4) river entrance lights. These lights are located at the mouths of the Aucilla (Gamble Point), Econfinia and Fenholloway Rivers, as well as at the mouth of Spring Warrior Creek. The lights system will be inspected and maintained each quarter during the contract period. The contact period will be three years from the start date of the contract.

#### II. GENERAL

1. All work is to be done in accordance with current state and federal regulations (Florida Fish and Wildlife Conservation Commission, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and United State Coast Guard).
2. Inspect and maintain the four river entrance lights on a quarterly basis.
3. Be available on an "on call" basis to perform basic maintenance to river entrance lights as needed.
4. If major functional or structural repairs to river entrance lights are deemed necessary, a **written report must be generated**. The responsible authority will determine the course of action suitable to address the needed repairs.
5. Submit written quarterly reports to the Taylor County Board of Commissioners (LaWanda Pemberton, County Administrator) as part of the payment process. This brief report will detail the performance and condition of each of the river entrance lights including replacement parts used, as well as the condition of the wooden structures. All parts replaced will be returned to shore for proper disposal (including batteries).

#### III. JOB SITE CONDITIONS

1. The river entrance lights are located either at the edge of salt marsh or in the water. Access to a boat will be necessary to perform the required duties. Contractor shall be responsible for transportation to and from lights.

#### MATERIAL SPECIFICATIONS

All materials must be installed and repaired in strict accordance with the manufacturer's specifications.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Hold Harmless Agreements – Polling Locations

**Meeting Date:**

February 7, 2022

**Statement of Issue:** To secure the use of all 14-polling location in Taylor County

**Recommendation:** \_\_\_\_\_

**Fiscal Impact:** \$ n/a

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

**Submitted By:** Dana Southerland, Supervisor of Elections

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** N/A

**Options:**

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

**Attachments:**

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

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 1**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and First United Methodist Church, the LICENSOR, whose address is 302 N Jefferson St, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**First United Methodist Church Fellowship Hall**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 2

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County District School Board – Big Bend Technical College, the LICENSOR, whose address is 3233 Highway 19 South, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Big Bend Technical College - Commons Area**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 3**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Blue Creek Baptist Church, the LICENSOR, whose address is 21028 Beach Rd, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Blue Creek Baptist Church Fellowship Hall**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 4**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Salem Baptist Church, the LICENSOR, whose address is 10400 Fish Creek Rd, Salem, Florida 32356.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Salem Baptist Church – Sunday School Rooms**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 5**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Steinhatchee Community Center, the LICENSOR, whose address is 1013 S Riverside Dr, Steinhatchee, Florida 32359.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Steinhatchee Community Center**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 6**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Shady Grove Missionary Baptist Church, the LICENSOR, whose address is 4230 Alton Wentworth Rd, Shady Grove, Florida 32357.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Shady Grove Missionary Baptist Church Fellowship Hall**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

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

Signature

(Print or type name here)

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

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

LICENSEE:

ATTEST:

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

Chairman, BCC

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

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 7**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Johnson Stripling Rd Volunteer Fire Station, the LICENSOR, whose address is 3160 Johnson Stripling Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Johnson Stripling Road Volunteer Fire Station**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney



**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 8**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and United Steel Workers Union, Local 1192, the LICENSOR, whose address is 1878 S Old Dixie Hwy, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**United Steel Workers Union Building, Local 1192**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 9**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Forest Capital Hall, the LICENSOR, whose address is 203 Forest Park Drive, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

**Forest Capital Hall**

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 10

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Lakeside Baptist Church, the LICENSOR, whose address is 3111 Highway 27 E, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Lakeside Baptist Church Fellowship Hall

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRIMARY ELECTION - AUGUST 23, 2022

GENERAL ELECTION - NOVEMBER 8, 2022

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 11

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Kelly Grade Voting House, the LICENSOR, whose address is 3239 Kelly Grade, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Kelly Grade Voting House

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 12

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Perry Shrine Club, the LICENSOR, whose address is 1050 Courtney Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Perry Shrine Club

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 13

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Leadership Council, the LICENSOR, whose address is 1201 Martin Luther King Ave, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Jerkins Building – Conference Room

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRIMARY ELECTION - AUGUST 23, 2022  
GENERAL ELECTION - NOVEMBER 8, 2022

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE  
PRECINCT 14

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Mt. Carmel Baptist Church, the LICENSOR, whose address is 2975 Pisgah Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Mt. Carmel Baptist Church Fellowship Hall

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

**PRIMARY ELECTION - AUGUST 23, 2022**  
**GENERAL ELECTION - NOVEMBER 8, 2022**

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

GARY KNOWLES

Clerk of Circuit Court

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_, County Attorney

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  
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

### Board Calendar for FY 2022

#### PROPOSED BOARD MEETING DATES

1<sup>st</sup> meeting of the month - 6:00 P.M.  
2<sup>nd</sup> meeting of the month - 9:00 A.M.

#### PROPOSED BOARD WORKSHOP DATES

All workshops - 6:00 P.M.

December 6, 2021

January 3, 2022 and January 18, 2022

February 7, 2022 and February 15, 2022

March 7, 2022 and March 18, 2022

April 4, 2022 and April 19, 2022

May 2, 2022 and May 17, 2022

June 6, 2022 and June 21, 2022

July 11, 2022 and July 19, 2022

August 1, 2022 and August 16, 2022

September 6, 2022 and September 20, 2022

October 3, 2022 and October 18, 2022

November 1, 2022 and November 22, 2022

December 5, 2022 and December 19, 2022

(Both December meetings at 6:00pm)

December - No workshop scheduled

January 25, 2022

February 22, 2022

March 22, 2022

April 26, 2022

May 24, 2022

June 28, 2022

July 26, 2022

August 30, 2022

September 27, 2022

October 25, 2022

November-No Workshop scheduled

December-No workshop scheduled

#### HOLIDAYS

Christmas Eve and Day 2021

New Year's Day 2022

Martin Luther King Jr. Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Holidays

Christmas Eve and Day

#### DATE OBSERVED

December 23 (Thurs) and December 24 (Fri)

December 31 (Fri)

January 17 (Mon)

April 15 (Fri)

May 30 (Mon)

July 4 (Mon)

September 5 (Mon)

November 11 (Fri)

November 24 (Thurs) November 25 (Fri)

December 23 (Fri) and December 26 (Mon)

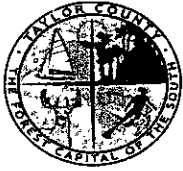
Updated 11/16/2021



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to hold public hearing at 6:05 p.m. to discuss and receive public input on the County submitting grant application to the Fiscal Year 2028 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) for the construction of a sidewalk on North Jefferson Street (US 221) from Ash Street to approximately Graves Drive In Restaurant.

**MEETING DATE REQUESTED:**

**February 7, 2022**

**Statement of Issue:**

Board to hold a public hearing to discuss and receive public input for the possible grant submission to the 2028 funding cycle for the FDOT Transportation Alternatives Program for the construction of a sidewalk on North Jefferson Street (US 221 N) from Ash Street to approximately Graves Drive In Restaurant.

**Recommended Action:**

Move forward with the submission of the grant application for the proposed sidewalk.

**Fiscal Impact:**

The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

**Budgeted Expense: Y/N**

Not applicable at this time.

**Submitted By:**

Melody Cox, Grants Writer

**Contact:**

Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that the County must own all right of way or land required for the projects submitted prior to grant submission. The County is eligible to submit two applications and has

approved submission of an application for a .57 mile sidewalk to be construction from the High School along Johnson Striping to Ash Street. The County must indicate which project is the priority at the time of grant submission. At the January 3, 2022 Board meeting, the Board determined the priority project would be the sidewalk on Johnson Striping to Ash. The TAP program approved funding for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along N. U.S. 19 to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

**Attachments:**

**Map of the proposed sidewalk route.**

# Taylor County GIS Mapping - Transportation Alternatives Program

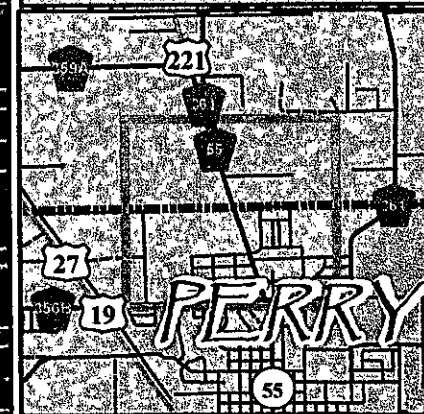


## Legend

- State/US Highway
- Major Road
- Minor Road
- Graded/Milling Road
- Parcel Boundaries
- Communities
- 2019 Image



Printed on: Date: Wednesday, January 19, 2022



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
This information was compiled from the best information available and the City of  
Taylor County Board of County Commissioners cannot be held responsible for any errors or omissions.

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

The Board to consider the appointment of one members to the Doctor's Memorial Hospital (DMH) Board of Directors.

**MEETING DATE REQUESTED:**

February 7, 2022

**Statement of Issue:** To appoint one member to the DMH Board of Directors

**Recommended Action:** Appoint member

**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:** Per the current lease agreement with DMH, Inc. the Board of County Commissioners appoints 5 members to the DMH Board.

Due to Mr. Travis Coker's resignation there is one County appointed vacancy.

The openings were advertised in the local newspaper and on the County website. The deadline for applications was February 4, 2022 at 4:00 pm.

**Options:**

**Attachments:** Travis Coker letter of resignation  
Applications  
Copy of advertisement  
Committee Roster

Gainesville

A Florida native she was born in Chancey and lived in Perry and St. Petersburg.

She graduated from Stetson University in Deland in 1955, teaching in public schools before going on to work for the

nephews and cousins.

A memorial service will be held Saturday, Feb. 5, at 1 p.m. at First Presbyterian Church in Perry.

In lieu of flowers, the family requests that donations be made to the Cottey College of Nevada.

in Dallas, Ga.

Memorial services will be held Sunday, Jan. 16, at 2 p.m. at Georgia Funeral Care, (4671 S. Main St., Acworth, GA 30101).

The family will receive friends a hour prior to the service.

RECEIVED

FEB 01 2022

**Doctors' Memorial Hospital is now accepting applications for its Board of Directors. There is one (1) anticipated vacancy on the Board.**

Applicants must be 18 years old or older and should:

- Be a resident of Taylor County
- Be willing to spend up to 8 hours per month for meetings and workshops
- Be willing to attend all Board meetings
- Be willing to attend one weekend strategic planning session per year

Applications may be obtained at the County Administrative Complex, 201 E. Green Street, Perry, FL. Completed applications must be returned to the County Administrator's office, 201 E. Green Street, Perry, FL by 4 p.m. February 4, 2022. No applications will be accepted after that time. The Board of County Commissioners will make its selection at the regular Board meeting on February 7, 2022, at 6 p.m.

All applications must be submitted in writing.

FAMILIES IN TRANSITION

**DOCTORS' MEMORIAL HOSPITAL  
BOARD MEMBERS** (Revised: 2-Feb-22)

NAME	ADDRESS	Phone	DOB:	Term:
Pending ** Serving 1 <sup>st</sup> term of 3 year consecutive				3 year Reappointment: Expires 5/31/ 2023 (County Seat)
Pricilla Tripp, <b>Vice-Chairman</b> Serving 2 <sup>nd</sup> term of 3 year consecutive terms	5992 Pots Still Rd Perry, FL 32348	850843-1032	05/15/1948	3 year reappointment: Expires 5/31/ 2024 (County Seat)
Travis Coker, Member Serving 1 <sup>st</sup> term of 3 year consecutive				3 year reappointment: Expires 5/31/ 2023 (County Seat)
Glenda Hamby, <b>Secretary</b>  Serving 3 <sup>rd</sup> term of 3 year consecutive	603 W. Green St. Perry, FL 32347	584-5545	07/01/1943	3 Year appointment: Expires 2/8/2022 (City Seat)
Pat Barbaree, <b>Chairman</b> Serving 2 <sup>nd</sup> term of 3 year consecutive	1501 East Green St Perry, FL 32347	584-8354 (h) 843-1245 (c)	12/15/1947	3 Year appointment: Expires 5/31/ 2023 (County Seat)
Debra McGrew, Member Serving 2 <sup>nd</sup> term of 3 year consecutive	PO Box 812 Perry, FL 32348	843-0381		3 Year Appointment: Expires 2/8/2022 (City Seat)
Ken Arnold, <b>Treasurer</b> Serving 1 <sup>st</sup> term of 3 year consecutive	15530 Snapper St. Perry, FL 32348	578-2188 C-295-4680	08/05/1946	(3 year reappointment: Expires 5/31/ 2024 (County Seat)
Mark O'Bryant, TMH CEO  Lauren Fasion, TMH	1300 Miccosukee Road Tallahassee, FL 32308	850-431- 5380		Per Term of TMH Agreement Appointment
Dr. Ramel Failma  Chief of Staff, DMH	333 N Bryon Butler Pkw. Perry, FL 32347	223-5400		Chief of Staff is Elected by the Medical Staff on an annual basis: 1 June bi-annually

**This is a certified and true copy:**

*Glenda Hamby*

Glenda Hamby, Secretary  
Doctors' Memorial Hospital Board of Directors

J. Travis Coker  
208 Cypress Road  
Perry, Florida 32348

(850)838-7283

Jtcoker@gmail.com

December 8, 2021

Pat Barbaree – Chairman of DMH Board

Chris Schmidt – CEO of DMH

Gentlemen:

Please accept this letter of resignation as a member of the DMH Board effective immediately.

Due to a recent awareness of a prohibition of a Board member being an immediate relative of an employee, it is apparent I need to resign. It has been a joy and a meaningful experience to serve my community and I appreciate the work you both lead at our hospital.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Travis Coker". The signature is fluid and cursive, with the first name "J." and last name "Coker" being more prominent.

J. Travis Coker

Received  
01/27/2022  
MD

Doctors' Memorial Hospital  
333 North Byron Butler Parkway  
Perry, FL 32347  
850-584-0800

### Application for Board of Directors

1. Are you 18 years old or older? ☒ Yes ☐ No
2. Are you a resident of Taylor County ☒ Yes ☐ No
3. Are you willing to spend up to eight hour per month for meetings and workshops? ☒ Yes ☐ No
4. Are you willing to attend all Board Meetings (emergencies excluded)? ☒ Yes ☐ No
5. Are you willing to attend one weekend retreat per year? ☒ Yes ☐ No

James C. Mitchell  
Applicant Signature

JAMES C. Mitchell  
Print Name

Please return to Administration or the Taylor County Administrative Complex by 4:00 p.m. February 4, 2022. No applications will be accepted after that time.



Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: James Mitchell  
Address: 311 Hudson Dr  
Phone; Home 850-672-1601 Work: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: jmitchell51@yahoo.com

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Fl. Lauderdale H.S.  
Address: Fl. Lauderdale, Fl

Post-Secondary Education:

Name: College of Medicine & Dentistry School Allied Health  
Rutgers University  
Address: Newark N.J.

Technical Training:

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

Certificates of License Please List:

Respiratory Therapy Technician

College Courses or Graduate:

Name: Rutgers University School of Med. & Dentistry  
Allied Health  
Address: Newark N.J.

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County?

☒ Yes

No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

☒ Yes

No

*Vice president of DMH Volunteers*

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes

☒ No

If Yes explain:

4. Have you or any family members worked at DMH in the last five years?

☒ Yes

No

5. Please list Board/Business/Volunteer/Work Experience:

*Volunteer @ DMH*

*City of Perry Planning & Zoning Board Member*

6. Why do you wish to serve on the hospital Board of Directors?

40 yrs experience in Respiratory Care & 20 yrs.  
as DMH as Director of Cardio pulmonary services

7. Please state why your selection as a DMH Board Member would benefit the hospital:

Refer to # 6

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

Yes

No

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

Hopefully be of assistance to hospital  
with my prior knowledge of the medical field

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

NO UNLESS I'M OUT OF TOWN ON VACATION

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

None @ this time

12. Further comments:

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

*The continuing problems with reimbursement  
in the health industry*

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

Doctors' Memorial Hospital  
333 North Byron Butler Parkway  
Perry, FL 32347  
850-584-0800

### Application for Board of Directors

- |  |   |    |
|--|---|----|
| 1. Are you 18 years old or older?  | <input checked="" type="checkbox"/> Yes | No |
| 2. Are you a resident of Taylor County   | <input checked="" type="checkbox"/> Yes | No |
| 3. Are you willing to spend up to eight hour per month for meetings and workshops? | <input checked="" type="checkbox"/> Yes | No |
| 4. Are you willing to attend all Board Meetings (emergencies excluded)?            | <input checked="" type="checkbox"/> Yes | No |
| 5. Are you willing to attend one weekend retreat per year?                         | <input checked="" type="checkbox"/> Yes | No |



Applicant Signature

Jennifer L. Shoplak

Print Name

Please return to Administration or the Taylor County Administrative Complex  
by 4:00 p.m. February 4, 2022. No applications will be accepted after that time.



Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: Jennifer L. Shoplak

Address: 4180 Olan Davis Rd, Perry, FL 32347

Phone; Home: 616-826-8821 Work: 850-838-8432 Fax: \_\_\_\_\_

Email: JLSHOPLAK@GMAIL.COM

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Lawrence North High School

Address: Indianapolis, Indiana

Post-Secondary Education:

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

Address: \_\_\_\_\_

Technical Training:

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

Address: \_\_\_\_\_

Certificates of License Please List:

\_\_\_\_\_

College Courses or Graduate:

Name: Capella University & Southern New Hampshire University

Address: Minneapolis, MN & Manchester, NH (Online)

Associates of Accounting and Finance & Bachelors



Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County?

☒ Yes

No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

Yes

☒ No

N/A

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes

☒ No

If Yes explain: N/A

4. Have you or any family members worked at DMH in the last five years?

Yes

☒ No

N/A

5. Please list Board/Business/Volunteer/Work Experience:

Currently I serve as Treasurer of the Lady Elks of Perry Elks Lodge 1851. My previous experience

includes Treasurer then President of the PTO, Voting Board Member of the Accountant Lawyer Alliance, Volunteer

with GA Bulldog Rescue, and Volunteer with National Association of Enrolled Agents. My work experience includes

Controller with PACEM Defense (Current), CFO with McHugh CPA Group, and CFO with Beach Burgers & BBQ



6. Why do you wish to serve on the hospital Board of Directors?

As a resident of Taylor county I understand the need for community involvement and volunteers.

DMH is an important part of Perry and needs to be supported by its residents. DMH Board of

Directors is an opportunity to utilize my knowledge and experiance while learning from others.

7. Please state why your selection as a DMH Board Member would benefit the hospital:

If I am selected as a Board Member, I will bring a fiduciary and legal mindset. In addition

my dedication, business understand and vision will be an asset to DMH Board. I am a

knowledgeable and impartial individual with a background in business tax litigation, finance &

personnel management.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

Yes

No

N/A

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

The role of a Board Member is to understand internal policies and legal implication of DMH.

Strictly attending all board meetings and events as needed. Review and voting on all key staffing.

Making sure DMH is financially solvent by evaluating financial policies, approving budgets and

reviewing financial reports. Cultivate community relationships to properly gain an understanding of serving Taylor and surrounding counties.



No, I do not foresee a problem. I will be able to attend all meetings and events unless there is an emergency situation.

I am not familiar with the operational management of DMH currently. If I am selected review of SWOT

12. Further comments:



13. In your opinion, what is the single most important issue facing rural healthcare in Florida?


In my opinion the most important issue is recruitment and retention of employees.

---

---

---

“On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community.”

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT, WIDEN & RESURFACE MCDANIEL ROAD (CR 359A) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.
<b>MEETING DATE REQUESTED:</b>	February 7, 2022

**Statement of Issue:**

Under the Florida Department of Transportation’s Small County Outreach Program (SCOP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

**Recommended Action:**

The Board of County Commissioners should approve the SCOP Reimbursement Agreement to reconstruct, widen and resurface McDaniel Road (CR 359A) from Wright Rd to Pisgah Rd (CR 361), approximately 1.3 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board.

**Fiscal Impact:** FISCAL YR 2021/24 - \$1,370,000.00 SCOP Funding

**Budgeted Expense:** NO (FY 21/22)

**Submitted By:** COUNTY ENGINEER

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Taylor County has elected to participate in the Florida Department of Transportation’s Small County Outreach Program (SCOP). Under this program the County receives funding to resurface, widen or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work

and successful bidder prior to beginning any construction activities. Once approved, FDOT will reimburse up to \$1,370,000.00 toward the construction, design and administration cost of the proposed improvements. The agreement requires that The Board let the construction contract on or before September 30, 2023, and complete the project by December 30, 2024.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed (docusign) agreement to FDOT.

**Options:**

- 1) Approve the proposed reimbursement agreement and adopt the authorization Resolution.
- 2) Reject the proposed reimbursement agreement and Resolution, stating reasons for denial.

**Attachments:**

Resolution authorizing Chair to sign the agreement on behalf of the Commission  
FDOT SCOP Reimbursement Agreement – McDaniel Road (CR 359A)

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

***McDaniel Road Widening/Resurfacing Agreement  
Signature Authorization***

**WHEREAS**, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Outreach Program (SCOP) Reimbursement Agreement to reconstruct, widen and resurface McDaniel Road (CR 359A) from Wright Road to Pisgah Road for approximately 1.3 miles.

**WHEREAS**, the Agreement will provide funding for the FDOT Small County Outreach Program project, and

**WHEREAS**, The Board has determined that it is in the best interest of Taylor County to execute the FDOT SCOP Reimbursement Agreement.

**THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the SCOP Reimbursement Agreement to reconstruct, widen and resurface McDaniel Road (CR 359A) from Wright Road to Pisgah Road for approximately 1.3 miles in Taylor County, Florida.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

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

THOMAS DEMPS, Chair

ATTEST:

\_\_\_\_\_  
GARY KNOWLES, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

FPN: <u>445816-1-54-01</u>	Fund: <u>GRSC</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: <u>445816-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: <u>445816-1-54-01</u>	Fund: <u>SCWR</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
County No: <u>38</u>	Contract No: _____	Vendor No: <u>F596000879041</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Taylor County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction, and construction engineering and inspection for widening & resurfacing existing lanes on CR 359A (McDaniel Road) from Wright Rd to Pisgah Rd(CR361), as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/30/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-80  
PROGRAM MANAGEMENT  
05/21

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$1,370,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,370,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-80  
PROGRAM MANAGEMENT  
05/21

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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."
- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## **8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## **9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. 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.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY]."

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- - 
  - 
  - d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

\*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Taylor County

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

Name: Thomas Demps

Title: Chairman

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

Name: Greg Evans

Title: District 2 Secretary

Legal Review:

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

Name: Angela Hensel

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 445816-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Taylor County (the Recipient)

---

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** approximately 1.3 miles

**PROJECT DESCRIPTION:** Design, construction, and construction engineering and inspection for widening & resurfacing existing lanes on CR359A (McDaniel Rd) from Wright Rd to Pisgah Rd (CR361)

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

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

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

- a) Design to be completed by: 04/30/2023.
- b) Right-of-Way to be certified by: 03/31/2023.
- c) Construction contract to be let by: 9/30/2023
- d) Construction to be completed by: 09/30/2024.
- e) Contract to be completed by: 12/30/2024

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way and Utility Certification form signed by an authorized County employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed.

\* Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval.

\* The Agency is required to send a preliminary schedule from the selected Contractor, once available.

\* The Agency shall provide, at least, quarterly invoicing with progress report.

\* The Agency shall provide written justification for any time extension outlining reasons for all unforeseen Project delay circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion

7

and only for circumstances beyond the Agency's control.

\* The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-011-08  
 PROGRAM  
 MANAGEMENT  
 8/21  
 Page 1 of 1

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Taylor County 201 E. Green St. Perry, Fl. 32347		<b>FINANCIAL PROJECT NUMBER:</b> <b>445816-1-54-01</b>			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation ( )	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation ( )	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : Design Construction, and GEI)</b>	Maximum Department Participation (SCOP)	\$1,370,000.00	\$	\$1,370,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$1,370,000.00 %	\$ 0.00 %	\$1,370,000.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$1,370,000.00	\$ 0.00	\$1,370,000.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey  
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Taylor CountyPROJECT DESCRIPTION: CR359A(McDaniel Rd) From Wright Rd to Pisgah Rd(CR361)FPID#: 445816-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_, 20\_\_.

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

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

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

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$1,370,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

(11)

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**

BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT, WIDEN & RESURFACE CONTRACTOR'S ROAD AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.

**MEETING DATE REQUESTED:**

February 7, 2022

**Statement of Issue:**

Under the Florida Department of Transportation's Small County Outreach Program (SCOP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

**Recommended Action:**

The Board of County Commissioners should approve the SCOP Reimbursement Agreement to reconstruct, widen and resurface Contractor's Road from GA Pacific Scales to Foley Road (CR 30) for approximately 0.6 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board.

**Fiscal Impact:**

FISCAL YR 2021/26 - \$1,033,614.00 SCOP Funding

**Budgeted Expense:**

NO (FY 21/22)

**Submitted By:**

COUNTY ENGINEER

**Contact:**

COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

Taylor County has elected to participate in the Florida Department of Transportation's Small County Outreach Program (SCOP). Under this program the County receives funding to resurface, widen or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work

and successful bidder prior to beginning any construction activities. Once approved, FDOT will reimburse up to \$1,033,614.00 toward the construction, design and administration cost of the proposed improvements. The agreement requires that project design be completed on or before January 30, 2024, and complete the project by June 30, 2026.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed (docusign) agreement to FDOT.

**Options:**

- 1) Approve the proposed reimbursement agreement and adopt the authorization Resolution.
- 2) Reject the proposed reimbursement agreement and Resolution, stating reasons for denial.

**Attachments:**

Resolution authorizing Chair to sign the agreement on behalf of the Commission  
FDOT SCOP Reimbursement Agreement – Contractor's Road

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

***Contractor's Road Widening/Resurfacing Agreement  
Signature Authorization***

**WHEREAS**, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Outreach Program (SCOP) Reimbursement Agreement to reconstruct, widen and resurface Contractor's Road from GA Pacific Scales to Foley Road (CR 30) for approximately 0.6 miles.

**WHEREAS**, the Agreement will provide funding for the FDOT Small County Outreach Program project, and

**WHEREAS**, The Board has determined that it is in the best interest of Taylor County to execute the FDOT SCOP Reimbursement Agreement.

**THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that:

2. The Chair of the Board is authorized to enter into the SCOP Reimbursement Agreement to reconstruct, widen and resurface Contractor's Road from GA Pacific Scales to Foley Road (CR 30) for approximately 0.6 miles in Taylor County, Florida.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

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

THOMAS DEMPS, Chair

ATTEST:

\_\_\_\_\_  
GARY KNOWLES, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

FPN: <u>443497-1-54-01</u>	Fund: <u>GRSC</u>	FLAIR Category: <u>085576</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>38</u>	Contract No: _____	Vendor No: <u>F596000879041</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Taylor County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction, and construction engineering & inspection for resurfacing Contractor's Road from GA Pacific Scales to CR30(Foley Rd) in Taylor County, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$1,033,614.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,033,614.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-80  
PROGRAM MANAGEMENT  
05/21

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. 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.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY]."

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- - 
  - 
  - d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- \*Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT TAYLOR COUNTY

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

Name: Thomas Demps

Title: Chairman

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

Name: Greg Evans

Title: District Secretary

Legal Review:

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

Name: Angela Hensel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 443497-1-54-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Taylor County (the Recipient)

**PROJECT LOCATION:**

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Approximately 0.44 miles

**PROJECT DESCRIPTION:** design, construction, and construction engineering & inspection for resurfacing Contractor's Road from GA Pacific Scales to CR30(Foley Rd) in Taylor County

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

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

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

- a) Design to be completed by: 01/30/2024.
- b) Construction to be completed by: 01/30/2026.
- c) State Funded Grant Agreement to be completed by: 06/30/2026.

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

- \* Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way and Utility Certification form signed by an authorized County employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed.
- \* Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval.
- \* The Agency is required to send a preliminary schedule from the selected Contractor, once available.
- \* The Agency shall provide, at least, quarterly invoicing with progress report.
- \* The Agency shall provide written justification for any time extension outlining reasons for all unforeseen Project delay

- \* circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control.
- \* The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-011-0B  
 PROGRAM  
 MANAGEMENT  
 8/21  
 Page 1 of 1

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Taylor County 201 East Green Street Perry, Florida 32347		<b>FINANCIAL PROJECT NUMBER:</b> <u>043497-1-54-01</u>			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : Design, Construction, and CEI)</b>	Maximum Department Participation (GRSC)	\$1,033,614.00	\$	\$1,033,614.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: <u>2022</u>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total <u>2022</u> Cost		\$1,033,614.00 %	\$ 0.00 %	\$1,033,614.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$1,033,614.00	\$ 0.00	\$1,033,614.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey  
 District Grant Manager Name

Signature

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and TAYLOR COUNTY

PROJECT DESCRIPTION: project management of design, construction, and construction inspection & engineering for resurfacing Contractor's Road from GA Pacific Scales to CR30(Foley Rd) in Taylor County

FPID#: 443497-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_, 20\_\_.

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

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

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

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-011-0D  
PROGRAM MANAGEMENT  
09/20  
Page 1 of 1

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$1,033,614.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



BOARD TO CONSIDER APPROVAL OF THE DRAFT LOCAL AGENCY PROGRAM REIMBURSEMENT AGREEMENT PROPOSING JOINT PARTICIPATION WITH FDOT IN PROJECT MANAGEMENT OF THE DESIGN PHASE OF THE GRANGER BRIDGE REPLACEMENT PROJECT.

**MEETING DATE REQUESTED:**

February 7, 2022

**Statement of Issue:**

Under the Florida Department of Transportation's Local Agency Program (LAP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. LAP agreements authorize use of Federal funding and must be jointly executed by the Board of County Commissioners and FDOT.

**Recommended Action:**

The Board of County Commissioners should approve the DRAFT LAP Reimbursement Agreement proposing joint participation with FDOT in Project Management of the Design Phase of the Granger Bridge Replacement project.

**Fiscal Impact:** FISCAL YR 2021/24 - \$264,697.00 LAP Funding

**Budgeted Expense:** NO (FY 21/22)

**Submitted By:** COUNTY ENGINEER

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Taylor County received its FDOT Local Agency Program certification on October 5, 2015. This certification allows a Local Agency (Taylor County) to participate in Federally funded infrastructure projects previously only available to State Agencies. Depending on the level of certification, a Local Agency may be limited to solely managing a specific project or as much as up to and including full design and project administration for any project type. Taylor County's current Certification is restricted to Project Specific Design, Project Bid and Award and Construction Administration.

Through the LAP program, the County receives funding to address infrastructure needs across a wide range of project types. To date, Taylor County has participated in two (2) LAP projects, namely the Green Street and Old Dixie Highway sidewalk projects. FDOT is hoping to measurably expand that prior experience to include a Bridge project delivery.

The Granger Bridge (#384096) in Steinhatchee FL has degraded in condition for several years now from an initial Prompt Corrective Action advisory received in year 2011. Currently, this single lane timber bridge is closed to vehicular traffic and has been awaiting Federal funding to address this situation. That funding recently became available and FDOT began its activities to evaluate/design the bridge's reconstruction last year.

Under the proposed Granger Bridge LAP agreement, Taylor County will be jointly participating with FDOT in this bridge delivery process with a requested responsibility for project management of the design phase. To this extent, FDOT is proposing for Taylor County to enjoin the current project currently in the PD&E phase (Project Development and Environment) where Taylor County would work with and manage the FDOT chosen design consultant to evaluate and finalize bridge replacement/reconstruct options. Further, Taylor County would also be expected to participate in disseminating project objectives and intentions with the local citizenry for a coordinated conclusion.

The attached Draft LAP agreement is being proposed for Board consideration. If Taylor County's involvement is thought acceptable, a formal agreement will be presented to the Board at a later date. That agreement will require execution by both the Board and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement. If Taylor County's involvement is thought inadvisable at this time, our involvement in the Granger Bridge replacement/reconstruct project will be superficial and review limited.

**Options:**

- 1) Approve the proposed Granger Bridge LAP Agreement participation and project involvement.
- 2) Reject the proposed Granger Bridge LAP Agreement participation and project involvement, stating reasons for denial.

**Attachments:**

DRAFT Granger Bridge LAP Agreement  
Initial Project activity schedule

# Draft

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 1 of 15

FPN: <u>437422-1-38-02</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>TBD</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACBZ</u>	Fund: _____	Fund: _____
Org Code: <u>55023010248</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088849</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>38</u>	Contract No: _____
Recipient Vendor No: <u>596000879041</u>	Recipient DUNS No: _____

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency  
(This date to be entered by DOT only)  
of the State of Florida ("Department"), and Taylor County ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design of bridge replacement on Granger Drive over Steinhatchee River, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 10/30/2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 264,697.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$264,697.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;



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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 2 of 15

- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 3 of 15

Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-05/21  
Page 4 of 15

- "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."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 5 of 15

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 6 of 15

supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not-eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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

## **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-05/21  
Page 7 of 15

- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
- Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 8 of 15

- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce - beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 9 of 15

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

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

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

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work



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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 10 of 15

as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 11 of 15

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 12 of 15

Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-05/21  
Page 13 of 15

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and 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.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signal systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-- 05/21  
Page 14 of 15

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Taylor County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 437422-1-38-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Taylor County (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.010 miles / 0.000 to 0.010**PROJECT DESCRIPTION:** Project management of the design phase of bridge replacement on Granger Drive over Steinhatchee River.**SPECIAL CONSIDERATIONS BY RECIPIENT:**

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

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

- a) Study to be completed by: N/A.
- b) Design to be completed by: 02/28/2024.
- c) Right-of-Way requirements identified and provided to the Department by: 05/31/2023.
- d) Right-of-Way to be certified by: 08/31/2023.
- e) Construction contract to be let by: N/A.
- f) Construction to be completed by: N/A.

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Taylor County will provide project management of the design contract that has been procured by the Department.

Project ID	Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total Float	2021				2022				2023				2024				2025				2026				2027			
								Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
GRANGER DRIVE OVER STEINHATCHEE RIVER BRIDGE NO384096																																			
437422-1-1	70301000	PD&E Scope and Schedule Completion	10	0	19-Oct-20 A	30-Oct-20 A																													
437422-1-1	70501000	PD&E Advertisement	120	0	02-Nov-20 A	15-Mar-21 A																													
437422-1-1	99000000	Open PH 21/22 for Charges	1	0	26-Feb-21 A	26-Feb-21 A																													
437422-1-1	23901000	PH.22 Contract Exec. (CA726)	1	0	16-Mar-21 A	16-Mar-21 A																													
437422-1-1	30401000	Pavement Data Requested	1	0	04-May-21 A	04-May-21 A																													
437422-1-1	23422010	PD&E NTP	1	1	10-Sep-21	10-Sep-21	91																												
437422-1-1	26001000	Typical Section Selected	20	20	13-Sep-21	08-Oct-21	91																												
437422-1-1	25005000	BEGIN WORK	1	1	01-Oct-21*	01-Oct-21	0																												
437422-1-1	92203000	PREP/SEND/RECEIVED LAP AGREEMENT	100	100	04-Oct-21	28-Feb-22	0																												
437422-1-1	71201000	Alternatives Development	60	60	11-Oct-21	07-Jan-22	91																												
437422-1-1	17401000	DRAFT Contamination (CSER)	100	100	10-Jan-22	31-May-22	91																												
437422-1-1	33301000	DRAFT Cultural Resources Assessment Sur	100	100	10-Jan-22	31-May-22	91																												
437422-1-1	30801000	DRAFT Bridge Replacement Report	100	100	10-Jan-22	31-May-22	91																												
437422-1-1	76101000	DRAFT Natural Resources Evaluation	100	100	10-Jan-22	31-May-22	91																												
437422-1-1	44703800	FEDAUTHORIZATION PH 38 FUNDS (FDOT)	23	23	01-Mar-22	31-Mar-22	0																												
437422-1-1	45201000	ENCUMBERANCE /PH 38 FUNDS (FDOT)	2	2	01-Apr-22	04-Apr-22*	0																												
437422-1-1	23432038	EXECUTED AGREEMENT/NTP (DESIGN) TO	5	5	05-Apr-22	11-Apr-22	102																												
437422-1-1	95001038	DESIGN SCOPE/INDEPENDENT STAFF HO	5	5	12-Apr-22	18-Apr-22	102																												
437422-1-1	95001138	LOCAL AGENCY INDEPENDENT STAFF HC	5	5	12-Apr-22	18-Apr-22	102																												
437422-1-1	92101038	NEGOTIATIONS	4	4	19-Apr-22	22-Apr-22	102																												
437422-1-1	92303000	DESIGN TWO EXECUTED (BETWEEN FDC	5	5	25-Apr-22	29-Apr-22	102																												
437422-1-1	90601038	ENTER DESIGN DOCS INTO GAP	0	0		29-Apr-22	102																												
437422-1-1	90101000	30% PLANS (INCLUDING LA/FDOT REVIEW	80	80	02-May-22	23-Aug-22	102																												
437422-1-1	33101000	Draft Environmental Documents Complete	0	0		31-May-22	91																												
437422-1-1	75101000	Section 4F / DOA	1	1	01-Jun-22	01-Jun-22	91																												
437422-1-1	29201000	Alternatives Public Meeting	1	1	01-Jun-22	01-Jun-22	91																												
437422-1-1	17402000	Final Contamination (CSER)	80	80	02-Jun-22	23-Sep-22	172																												
437422-1-1	33302000	Final Cultural Resources Assessment Surve	80	80	02-Jun-22	23-Sep-22	91																												
437422-1-1	76102000	Final Natural Resources Evaluation	80	80	02-Jun-22	23-Sep-22	91																												



[illegible]

Project ID	Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total Float	2022				2023				2024				2025				2026				2027			
								Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
437422-1-1	27901000	RAILROAD CERTIFICATION	1	1	16-Jun-23	16-Jun-23	467																								
437422-1-1	22201000	ALL PERMITS CLEAR	1	1	16-Jun-23	16-Jun-23	467																								
437422-1-1	20101000	PLANS COMPLETED	10	10	19-Jun-23	30-Jun-23	467																								
437422-1-1	26801000	SUBMIT 100% R/W MAPS AND PARCEL PA	1	1	03-Jul-23*	03-Jul-23	0																								
437422-1-1	14403000	Revise/Update Parcel Packages	20	20	05-Jul-23	01-Aug-23	486																								
437422-1-1	14402000	Legal Instrument Preparation	20	20	05-Jul-23	01-Aug-23	486																								
437422-1-1	34901000	PH. 4B Encumbered	1	1	05-Jul-23	05-Jul-23	39																								
437422-1-1	20801000	Appraisal Contract	40	40	05-Jul-23	29-Aug-23	0																								
437422-1-1	12401000	Relocation Needs Assessment	20	20	30-Aug-23	27-Sep-23	35																								
437422-1-1	12001000	APPRAISALS	25	25	30-Aug-23	04-Oct-23	0																								
437422-1-1	14301000	Appraisal Review	25	25	12-Oct-23	16-Nov-23	0																								
437422-1-1	99129010	NO RELOCATION	1	1	17-Nov-23	17-Nov-23	300																								
437422-1-1	12101000	NEGOTIATIONS	200	200	17-Nov-23*	30-Aug-24	0																								
437422-1-1	12201000	CONDEMNATION	120	120	02-May-24	21-Oct-24	1																								
437422-1-1	35101000	PH.43 Authorize Purchase FY25	1	1	01-Jul-24*	01-Jul-24*	251																								
437422-1-1	34902000	PH.4B FY25	1	1	01-Jul-24*	01-Jul-24*	251																								
437422-1-1	41701000	PH.41 FY 25	1	1	01-Jul-24*	01-Jul-24*	251																								
437422-1-1	12501000	R/W DEMO & CLEAR WORK	110	110	29-Jan-25	02-Jul-25	1																								
437422-1-1	27301000	Final ROW ORDER OF TAKING	15	15	29-Jan-25	18-Feb-25	96																								
437422-1-1	20102000	RECEIVED BID PACKAGE FROM LA FOR F	1	1	08-May-25	08-May-25	0																								
437422-1-1	22601000	SUBMIT PS&E PACKAGE FOR REVIEW	40	40	09-May-25	07-Jul-25	0																								
437422-1-1	35102000	PH.43 Authorize Purchase FY26	1	1	01-Jul-25*	01-Jul-25*	251																								
437422-1-1	41702000	PH.41 FY 26	1	1	01-Jul-25*	01-Jul-25*	251																								
437422-1-1	25501000	R/W CERTIFIED	1	1	07-Jul-25*	07-Jul-25	0																								
437422-1-1	17205810	SUBMIT FINAL SIGNED CHECKLIST (LA) 52	5	5	08-Jul-25	14-Jul-25	0																								
437422-1-1	92205000	PREPARE CONSTRUCTION LAP AGREEME	5	5	15-Jul-25	21-Jul-25	0																								
437422-1-1	92205800	RECV SIGNED LAP AGREEMENT (CONST)	30	30	22-Jul-25	02-Sep-25	0																								
437422-1-1	95503000	PROJECT CLOSEOUT (DESIGN)	20	20	05-Aug-25	02-Sep-25	0																								
437422-1-1	44705868	FED AUTHORIZATION PH 58/68 FUNDS (FC	23	23	03-Sep-25	03-Oct-25	0																								
437422-1-1	45401000	FED ENCUMBRANCE PH. 58 (FDOT)	2	2	06-Oct-25*	07-Oct-25	0																								

## GRANGER DRIVE OVER STEINHATCHEE RIVER BRIDGE NO384096

Project ID	Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total Float	2022				2023				2024				2025				2026				2027																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
								Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
437422-1-1	45501000	FED ENCUMBRANCE PH 68 FUNDS (FDOT	2	2	06-Oct-25*	07-Oct-25	0																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							</

FED ENCUMBRANCE PH 68 FU  
 I CEI SCOPE/INDEPENDENT ST  
 I EXECUTE LAP AGREEMENT /  
 I LOCAL AGENCY INDEPENDEN  
 I LOCAL AGENCY PROCURE  
 I NEGOTIATIONS  
 I CEI TWO EXECUTED (BETWE  
 ◆ ENTER CEI DOCS INTO GAP  
 I BID OPENING  
 I BID TAB REVIEW  
 I RECOMMENDATION FRO  
 I CONCURRENCE W/ BID  
 I CONSTRUCTION CONT  
 I LETTER FROM LA (NT

20

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

January 3, 2022

VIA E-MAIL

Ms. Lawanda Pemberton  
County Administrator  
201 E. Green Street  
Perry, Florida 32347

Re: Opiate Litigation

Dear Lawanda:

I got your e-mail of 12/16/21 which had a copy of Mr. Brown's e-mail to you with regard to the City of Perry to forego entering a Memorandum of Understanding to administer the City's portion of the settlement.

I would think we need to inform the Board of the City's position.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

## LaWanda Pemberton

---

**From:** tbrown@cityofperry.net  
**Sent:** Thursday, December 16, 2021 9:19 AM  
**To:** LaWanda Pemberton  
**Cc:** jamie.cruse@perrypolice.net; 'Ray Curtis (CLF)'; councilmanhall@fairpoint.net  
**Subject:** Opioid Settlement

Good morning Lawanda,

The Perry City Council voted last night to forego entering into a Memorandum of Understanding to administer the City's portion of settlement funding related to the recent Opioid Settlement. They took this action with the understanding that the City's designated funds would "roll up" to the County and be added to the County's designated funds, thereby creating a larger pool of funding, that the County could use to administer the treatment and prevention services for all County residents, inclusive of those who reside within the City's limits.

It was reasoned that combining the two pots of funds into a larger single pot would help the County attract more interest from potential consulting/contracting service providers and that having a single entity providing these type services within our shared community will create efficiencies that will streamline the provision of these services and thus increase the overall impact that the combined funds can have here in Taylor County.

The Council wishes to notify the County Commission of this action so that they may be aware that your overall funding level should now increase, and to give you advance notice of that fact, which may help with your planning process and approach to administering these settlement funds.

If you have any questions or need any further information or action from the City, please let me know.

Respectfully,

Taylor Brown  
City Manager  
City of Perry, Florida  
224 South Jefferson Street  
Perry, Florida 32347

Taylor Brown  
City Manager  
City of Perry, Florida  
224 South Jefferson Street  
Perry, Florida 32347

(850) 584-7161 x117  
[tbrown@cityofperry.net](mailto:tbrown@cityofperry.net)

Visit us at [www.cityofperry.net](http://www.cityofperry.net)  
Follow us on FaceBook: <https://www.facebook.com/PerryInfo/>

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, please contact me by phone or in person.



*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

(2)

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

January 4, 2022

VIA E-MAIL

Ms. Lawanda Pemberton  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Opiate Litigation

Dear LaWanda:

In response to your e-mail of 1/3/22 on the above, I would put it on the next meeting agenda.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

**Exhibit D**

**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated January 15, 2022 ("*Endo Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Endo Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Endo Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Endo Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Endo Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.



7. The Governmental Entity has the right to enforce those rights given to them in the Endo Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Endo Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement.
10. In connection with the releases provided for in the Endo Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Endo Settlement.

11. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

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

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

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

Date: \_\_\_\_\_  
(the "Execution Date of this Subdivision Settlement Participation Form")

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement is made and entered into this 15th day of January 2022, among Endo, (defined below), the State of Florida and its Office of the Attorney General (“Plaintiff” or “State”) (collectively, the “Settling Parties”), and State Outside Litigation Counsel (defined below) in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the “Florida AG Action”). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS, Plaintiff filed its complaint in the Florida AG Action (i) alleging, among other things, that Endo, among others, violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in Florida; (ii) alleging that Endo, among others, violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; (iii) alleging that Endo, among others, violated Fla. Stat. § 895.03(3), (4); and (iv) asserting Claims (as defined below) for damages, equitable abatement, civil penalties, attorneys’ fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous Litigating Subdivisions (defined below) have filed Actions (defined below) in various forums against Endo, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous Subdivisions (defined below) that are not Litigating Subdivisions ("Non-Litigating Subdivisions") that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, Endo (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Endo arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contends that the factual allegations made in the Florida AG Action and the Litigating Subdivisions' Actions relating to Endo are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of Endo alleged in the Florida AG Action, the Litigating Subdivisions' Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Endo would be able to successfully defend against Plaintiff's Claims and allegations at trial, that the facts do not support the allegations, that Endo engaged in no misconduct or unlawful activity, and caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents;

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against Endo by Litigating Subdivisions or other Subdivisions would unduly interfere with Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Endo, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions; and

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between Endo and Plaintiff;

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance

of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and Endo,  
by and through their respective counsel, as follows:

**A. Definitions.** As used in this Agreement, the following capitalized terms have the meanings specified below.

(a) "Actions" means the Florida AG Action and any lawsuit by a Subdivision asserting any Released Claim against any Releasee.

(b) "Agreement," "Settlement" or "Settlement Agreement" means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.

(c) "Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

(d) "Bar" means either: (1) a law barring all Subdivisions in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full) or (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by Endo contemplated under this Agreement) shall not constitute a Bar.

(e) "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees,

finances, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

(f) "Claim-Over" means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.

(g) "Consent Judgment" means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit H, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.

(h) "Court" means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.

(i) "Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) arising from or relating in any way to: (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Releasee; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, applying for quota for, procuring quota for, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to, precursor or component Products, including, but not limited to, natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, active pharmaceutical ingredients, drug substances or any related intermediate Products; and (5) diversion control programs or suspicious order monitoring.

(j) "Effective Date of the Agreement" means 3 business days after the Initial Participation Date, provided that either a Bar exists or a sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.

(k) "Effective Date of the Release" means the date on which the Court enters the Consent Judgment.

- (l) “Endo” means Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.
- (m) “Execution Date” means the date on which this Agreement is executed by the last party to do so.
- (n) “Initial Participation Date” means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.
- (o) “Litigating Subdivision” means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before December 31, 2021, including, but not limited to, the agreed list of Litigating Subdivisions set forth in Exhibit A.
- (p) “Litigation Costs” means attorneys’ fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision’s Action.
- (q) “Non-Joining Subdivision” means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as Exhibit D by the Post Effective Date Sign-on Deadline.
- (r) “Non-Litigating Subdivision” means a Subdivision that is not a Litigating Subdivision.
- (s) “Non-Participating Subdivision” means a Subdivision that is not or is not yet a Participating Subdivision.
- (t) “Opioid Remediation” means care, treatment and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit C provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.<sup>1</sup>
- (u) “Participating Subdivision” means any Subdivision that executes a subdivision settlement participation form attached as Exhibit D.
- (v) “Parties” and “Settling Parties” means Endo and Plaintiff, with each being a “Party” and “Settling Party.”

---

<sup>1</sup> Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.



(w) “Post-Effective Date Sign-on Deadline” means the deadline for Subdivisions to execute a subdivision settlement participation form attached as Exhibit D, which shall be 150 days after the Effective Date of the Agreement.

(x) “Principal Subdivision” means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as Exhibit B.

(y) “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.

(z) “Qualified Settlement Fund” means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by Endo shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1.

(aa) “Qualified Settlement Fund Administrator” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as Exhibit E.

(bb) “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release. Without limiting the foregoing, Released Claims

include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such Claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought or maintained by any Subdivision in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

(cc) "Releasees" means: (i) Endo Health Solutions Inc.; (ii) Endo Pharmaceuticals Inc.; (iii) all of their respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such), including, but not limited to, Par Pharmaceutical, Inc., Par Pharmaceutical Companies, Inc., and Endo International plc; and (iv) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

(dd) "Releasors" means with respect to Released Claims: (1) the State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivision to release Claims, (a) the State of Florida's and each Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other special districts in the State of Florida, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of "Subdivision" in subsection A(gg) below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement participation form (attached as Exhibit D) providing for a release to the fullest extent of the Participating Subdivision's authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

(ee) “State Outside Litigation Counsel” means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.

(ff) “State-Subdivision Agreement” means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Remediation Payment (defined below). The State-Subdivision Agreement is attached hereto as Exhibit I.

(gg) “Subdivision” means (1) any General Purpose Government entity (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, parens patriae, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

**B. Release and Dismissals in the Florida AG Action and other Actions.**

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Subdivision with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff’s or the Subdivisions’ Claims as to any other defendant. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that

Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Subdivisions, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

2. In addition to the general release and dismissal to be provided by Plaintiff set forth in Sections D & E, Plaintiff will deliver to Endo signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include: (a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as Exhibit D; (b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees; (c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with Section F below; and (d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.

3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to Endo a report listing the Subdivisions that have executed the signed agreements

described in Section B.2 and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to Endo no later than noon Eastern Time on the day after the Initial Participation Date and a final report listing the Subdivisions that have executed the signed agreements described in Section B.2 by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Subdivision against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Subdivision's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Subdivision's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this paragraph regardless whether the Subdivision in such Action is a Participating Subdivision.

5. In the event that the actions required of Plaintiff in Section B.4 fail to secure the prompt dismissal or termination of any Action by any Subdivision against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in Section A(d)(1) and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.

6. Plaintiff further represents and warrants that no portion of the Remediation Payment or the Litigation Costs Payments will be distributed to or used for the benefit of any Subdivision unless and until Plaintiff has delivered to Endo a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this

Agreement, including its express agreement to be bound by the irrevocable releases set forth in Section D below.

**C. Settlement Consideration.**

**1. Remediation Payment and Litigation Costs Payments.**

(a) On or before the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) Endo has received a W-9 and wire instructions for the Qualified Settlement Fund, Endo Pharmaceuticals Inc. shall pay into the Qualified Settlement Fund the sum of sixty-five million dollars (\$65,000,000), consisting of (a) fifty-five million dollars (\$55,000,000) for opioid remediation (the "Remediation Payment"), to be allocated in accordance with subsection C.3 below; (b) five million dollars (\$5,000,000) to be available to reimburse the State's Litigation Costs in accordance with subsection C.1(c) below (the "State Litigation Cost Payment"); and (c) five million dollars (\$5,000,000) to be available to reimburse the Litigation Costs of Litigating Subdivisions in accordance with subsection C.1(b) below (the "Litigating Subdivision Litigation Cost Payment"). The State Litigation Cost Payment and the Litigating Subdivision Cost Payment shall collectively be referred to herein as the "Litigation Costs Payments." The Qualified Settlement Fund Administrator shall allocate each of the Remediation Payment, the State Litigation Cost Payment, and the Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Remediation Payment and the Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.

(b) An agreement on the handling of Litigating Subdivision Litigation Costs is attached as Exhibit G and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payment is to be available to reimburse counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.

- (1) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in Exhibit G. Such Litigation Costs shall be divided among Participating Subdivisions as provided in Exhibit G under the jurisdiction and authority of the Court. Any amount remaining in the Litigation Subdivision Litigation Costs Payment sub-fund after such allocation shall be returned to Endo.
- (2) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

(3) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:

- i. The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.
- ii. The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.
- iii. The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after December 31, 2021.
- iv. Notwithstanding the foregoing, nothing in this subsection C.1(b)(3) is intended to operate as a "restriction" on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction's rules of professional conduct.

(c) Plaintiff shall file in the Court a motion for the State's Litigation Costs up to \$5,000,000. Endo shall not oppose the motion so long as the State does not seek more than \$5,000,000 in Litigation Costs. If any amount of the \$5,000,000 is not awarded by the Court, that amount shall be returned to Endo. As set forth in Section C.2 below, in the event the Court awards the State Litigation Costs in excess of \$5,000,000, the Releasees shall have no obligation to pay any amount in excess of the State Litigation Cost Payment.

**2. No Other Payments by Releasees as to Covered Conduct, Released Claims, the Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs.** Other than the Remediation Payment and the Litigation Costs Payments by Endo Pharmaceuticals Inc. referenced in Section C.1(a), none of the Releasees shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

**3. Apportionment of the Remediation Payment.**

(a) It is the intent of the Parties that the Remediation Payment in Section C.1(a) be used exclusively for Opioid Remediation.

(b) In accordance with the State-Subdivision Agreement in Exhibit I, the Remediation Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.

(c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments that will be filed with the Court and later attached as Exhibit J.

(d) Endo shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.

**4. Release of the State Fund.** Within a reasonable period after the Effective Date of the Agreement or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Fund to Plaintiff.

**5. Subdivision Payments to Subdivisions that Become Participating Subdivisions Prior to the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Agreement.

**6. Subdivision Payments to Subdivisions that Become Participating Subdivisions After the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-



Effective Date Sign-on Deadline, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

7. **Reversion to Endo of Amounts Forfeited by Non-Joining Subdivisions.** Any Litigating Subdivision or Principal Subdivision that does not sign a participation agreement by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At Endo's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Remediation Payment (and to the extent any such subdivision is a Litigating Subdivision the Litigation Cost Payments) shall be returned to Endo within a reasonable time after the Post-Effective Date Sign-on Deadline.

8. **Agreement Null and Void if the Agreement Does Not Become Effective.** In the event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.

9. **Use of Evidence at Trial in the Florida AG Action.** Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that no Releasee will be subpoenaed or called to testify by Plaintiff in any trial of the Florida AG Action and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.

10. **Verdict Form.** Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

**11. Injunctive Relief.** As part of the Consent Judgment to be entered in accordance with Section F below, the Parties agree to the entry of injunctive relief terms attached in Exhibit F.

**D. Settlement of Claims and General Release.**

**1. Scope.** On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in Exhibit D), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, or any other Subdivision, including any Non-Joining Subdivision.

**2. General Release.** In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in Section D.1, expressly waives, releases and forever discharges any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle

of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

**3. Claim-Over and Non-Party Settlement.**

(a) Statement of Intent. It is the intent of the Parties that:

- (1) The Remediation Payment and Litigation Cost Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);
- (2) Claims by Releasors against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and
- (3) The Settlement effects a good faith "release and covenant not to sue" within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party's liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.

- (4) The provisions of this Section D.3 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts.

(c) To the extent that, on or after the Effective Date of the Agreement, any Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) ("Non-Party Covered Conduct Claims") it may have against any entity that is not a Releasee (a "Non-Released Entity") that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or any other Action and provides a release to such Non-Released Entity (a "Non-Party Settlement"), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on seeking contribution or indemnity of any kind from Releasees substantially equivalent to that required from Endo in subsection D.3(b) (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

(d) **Claim-Over.** In the event that any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in subsection D.3(b), or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection D.3(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, Endo and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Endo under this Settlement Agreement).

(e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.

4. **Cooperation.** Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any

Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

**E. Cessation of Litigation Activities.** It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within seven (7) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of Endo from any trial in the Florida AG Action and/or a stay of further proceedings against Endo pending the implementation of this Settlement.

**F. Entry of Consent Judgment Providing for Dismissal of All Claims Against Endo in the Florida AG Action with Prejudice.** As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of Exhibit H, including a dismissal of the Florida AG Action with prejudice. Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in Exhibit F. The parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.

**G. No Admission of Liability.** The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Endo and Plaintiff and between Endo and all Releasors. Endo is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Endo denies the allegations in the Florida AG Action and the other Actions and denies any civil or criminal liability in the Florida AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Endo of: (i) any violation of any law, regulation, or ordinance; (ii)

any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; or (iv) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Releasee from engaging in the manufacture, marketing, licensing, distribution or sale of branded or generic opioid medications or any other Product in accordance with applicable laws and regulations.

**H. Miscellaneous Provisions.**

1. **Use of Agreement as Evidence.** Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification.

2. **Voluntary Settlement.** This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Remediation Payment and

Litigation Costs Payment for the releases set forth herein is agreed to represent appropriate and fair consideration.

3. **Authorization to Enter Settlement Agreement.** Each party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party specifically represents and warrants that he or she has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any third party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all Subdivisions.

4. **Representation With Respect to Participation Rate.** The State of Florida represents and warrants for itself that it has a good-faith belief that all Litigating Subdivisions and all Principal Subdivisions will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will, in their best efforts, recommend this Settlement to all Subdivisions within Florida.

5. **Dispute Resolution.** If Plaintiff believes Endo is not in compliance with any term of this Settlement Agreement, then Plaintiff shall (i) provide written notice to Endo specifying the reason(s) why Plaintiff believes Endo is not in compliance with the Settlement Agreement; and (ii) allow Endo at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, Endo shall not have any liability for such alleged non-compliance. The State may not commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. **No Third-Party Beneficiaries.** Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

7. **Notices.** All notices under this Agreement shall be in writing and delivered to the persons specified in this paragraph ("Notice Designees") via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid.

Notices to Plaintiff shall be delivered to:

Attorney General  
Florida State Capitol, PL-01  
Tallahassee FL 32399-1050

and

David C. Frederick  
Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.  
1615 M Street, NW  
Washington D.C. 20036  
dfrederick@kellogghansen.com

Notices to Endo shall be delivered to:

Geoffrey M. Wyatt  
Skadden, Arps, Slate, Meagher & Flom LLP  
1440 New York Avenue N.W.



Washington, D.C. 20005  
geoffrey.wyatt@skadden.com

and

Matthew J. Maletta  
Executive Vice President and Chief Legal Officer  
Endo  
1400 Atwater Drive  
Malvern, Pennsylvania 19355  
maletta.matthew@endo.com

8. **Taxes.** Each of the Parties acknowledges, agrees and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Payment by Endo constitutes restitution for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that only the Litigation Costs Payments represent reimbursement to Plaintiff or any other person or entity for the costs of any investigation or litigation, that no portion of the Remediation Payment represents reimbursement to Plaintiff or any other person or entity for the costs of any investigation or litigation, and no portion of the Remediation Payment represents or should properly be characterized as the payment of fines, penalties or other punitive assessments. Plaintiff acknowledges, agrees and understands that Endo intends to allocate the cost of the Remediation Payment among the Releasees using a reasonable basis. If requested by Endo, Plaintiff shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Payment as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Endo. Endo makes no warranty or representation to Plaintiff as to the tax consequences of the Remediation Payment or the Litigation Costs Payments or any portion thereof.

9. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10. **Choice of Law.** Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.

11. **Jurisdiction.** The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.

12. **No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

13. **No Party Deemed to be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

14. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

16. **Severability.** In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.

17. **Statements to the Press.** Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party. No Party or attorney, agent, or representative of any Party shall state or suggest that this Settlement Agreement may be used to predict the value of any Claim or any future settlement agreement in any action or proceeding.

18. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

19. **Bankruptcy.** The following provisions shall apply if, (i) within ninety (90) days of Endo's payment pursuant to Section C.1(a) above, a case is commenced with respect to Endo under the Bankruptcy Code, and (ii) a court of competent jurisdiction enters a final order determining such payment to be an avoidable preference under Section 547 of the Bankruptcy Code, and (iii) pursuant to such final order such payment is returned to Endo:

(a) this Agreement, including all releases and covenants not to sue with respect to the Released Claims contained in this Agreement, shall immediately and automatically be deemed null and void as to Endo; and

(b) the State and Subdivisions may assert any and all Released Claims against Endo in its bankruptcy case and seek to exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Endo.

20. **Most Favored Nations.** If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims

against Endo brought by states, counties, and municipalities (a "Global Resolution") under which, but for this Agreement, the Florida allocation would be greater than the sum of the Remediation Payment and Litigation Cost Payments on a net present value basis, Endo shall pay the difference between the sum of the Remediation Payment and Litigation Cost Payments and the amount that would have been allocated to Florida under the terms and in accordance with any such Global Resolution. Additionally, if at any time within the ten months following the Execution Date Endo enters into a settlement with the attorney general of any state with a smaller population than Florida for a total settlement amount that exceeds \$65,000,000, Endo shall pay the excess amount to Florida.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

**ENDO HEALTH SOLUTIONS INC.**

By: 

Name: Blaise Coleman  
President and CEO

Date: 01/15/2022

**ENDO PHARMACEUTICALS INC.**

By: 

Name: Blaise Coleman  
President and CEO

Date: 01/15/2022

**PLAINTIFF**

**STATE OF FLORIDA,  
including the OFFICE  
OF THE ATTORNEY  
GENERAL**

By: 

Name: John Guard

Chief Deputy Attorney General of Florida  
Pursuant to the authority delegated to him by  
Ashley Moody, Attorney General of Florida

Date: 1/14/22

**STATE OUTSIDE LITIGATION COUNSEL**

**Kellogg, Hansen, Todd, Figel & Frederick,  
P.L.L.C.**

By: 

Name: David C. Frederick

Date: January 15, 2022

**Drake Martin Law Firm, LLC**

By: 

Name: Drake Martin

Date: 1-15-2022

**Exhibit A**

**LITIGATING SUBDIVISIONS**

**Counties**

Alachua County  
Bay County  
Bradford County  
Brevard County  
Broward County  
Calhoun County  
Clay County  
County Commission of Monroe County  
Dixie County  
Escambia County  
Gilchrist County  
Gulf County  
Hamilton County  
Hernando County  
Hillsborough County  
Holmes County  
Jackson County  
Lake County  
Lee County  
Leon County  
Levy County  
Manatee County  
Marion County  
Miami-Dade County  
Okaloosa County  
Orange County  
Osceola County  
Palm Beach County  
Pasco County  
Pinellas County  
Polk County  
Putnam County  
Santa Rosa County  
Sarasota County  
Seminole County  
St. Johns County  
St. Lucie County  
Suwannee County

Taylor County  
Union County  
Volusia County  
Walton County  
Washington County

**Cities**

City of Apopka  
City of Bradenton  
City of Clearwater  
City of Coconut Creek  
City of Coral Gables  
City of Coral Springs  
City of Daytona Beach  
City of Deerfield Beach  
City of Delray Beach  
City of Deltona  
City of Florida City  
City of Fort Lauderdale  
City of Fort Pierce  
City of Hallandale Beach  
City of Homestead  
City of Jacksonville  
City of Lauderhill  
City of Lynn Haven  
City of Miami  
City of Miami Gardens  
City of Miramar  
City of New Port Richey  
City of Niceville  
City of North Miami  
City of Ocala  
City of Ocoee  
City of Orlando  
City of Ormond Beach  
City of Oviedo  
City of Palatka  
City of Palm Bay  
City of Palmetto  
City of Panama City  
City of Pembroke Pines  
City of Pensacola  
City of Pinellas Park

City of Pompano Beach  
City of Port St. Lucie  
City of Sanford  
City of Sarasota  
City of St. Augustine  
City of St. Petersburg  
City of Stuart  
City of Sweetwater  
City of Tallahassee  
City of Tampa  
Town of Eatonville

**Hospital Districts**

Halifax Hospital Medical Center  
Lee Memorial Health System  
North Broward Hospital District  
Sarasota County Public Hospital District  
West Volusia Hospital Authority

**School Board**

School Board of Miami-Dade County



<u>County</u>	<u>Principal Subdivisions</u>	<u>Regional % by County for Abatement Fund</u>	<u>City/County Fund % (Principal Subdivisions Only)</u>
Alachua		1.24106016444867%	
	Alachua County		0.846347404896564%
	Alachua		0.013113332456932%
	Gainesville		0.381597611347118%
Baker		0.19317380413017%	
	Baker County		0.193173804130173%
Bay		0.83965637331199%	
	Bay County		0.539446037057239%
	Callaway		0.024953825526948%
	Lynn Haven		0.039205632014689%
	Panama City		0.155153855595736%
	Panama City Beach		0.080897023117378%
Bradford		0.18948420408137%	
	Bradford County		0.189484204081366%
Brevard		3.87879918044396%	
	Brevard County		2.387076812679440%
	Cape Canaveral		0.045560750208993%
	Cocoa		0.149245411423089%
	Cocoa Beach		0.084363286155357%
	Melbourne		0.383104682233196%
	Palm Bay		0.404817397481049%
	Rockledge		0.096603243797586%
	Satellite Beach		0.035975416223927%
	Titusville		0.240056418923581%
	West Melbourne		0.051997577065795%
Broward		9.05796267257777%	
	Broward County		4.062623697836280%
	Coconut Creek		0.101131719448042%
	Cooper City		0.073935445072532%
	Coral Springs		0.323406517663960%
	Dania Beach		0.017807041180440%
	Davie		0.266922227152987%
	Deerfield Beach		0.202423224724969%
	Fort Lauderdale		0.830581264530524%
	Hallandale Beach		0.154950491813518%
	Hollywood		0.520164608455721%
	Lauderdale Lakes		0.062625150434726%
	Lauderhill		0.144382838130419%
	Lighthouse Point		0.029131861802689%
	Margate		0.143683775129045%
	Miramar		0.279280208418825%
	North Lauderdale		0.066069624496039%

	<b>Oakland Park</b>		0.100430840698613%
	<b>Parkland</b>		0.045804060448432%
	<b>Pembroke Pines</b>		0.462832363602822%
	<b>Plantation</b>		0.213918725664437%
	<b>Pompano Beach</b>		0.335472163492860%
	<b>Sunrise</b>		0.286071106146452%
	<b>Tamarac</b>		0.134492458472026%
	<b>Weston</b>		0.138637811282768%
	<b>West Park</b>		0.029553115351569%
	<b>Wilton Manors</b>		0.031630331127078%
Calhoun		0.04712774078090%	
	<b>Calhoun County</b>		0.047127740780902%
Charlotte		0.73734623337592%	
	<b>Charlotte County</b>		0.690225755587238%
	<b>Punta Gorda</b>		0.047120477788680%
Citrus		0.96964577660634%	
	<b>Citrus County</b>		0.969645776606338%
Clay		1.19342946145639%	
	<b>Clay County</b>		1.193429461456390%
Collier		1.55133337642709%	
	<b>Collier County</b>		1.354822227370880%
	<b>Marco Island</b>		0.062094952002516%
	<b>Naples</b>		0.134416197053695%
Columbia		0.44678115079207%	
	<b>Columbia County</b>		0.342123248620213%
	<b>Lake City</b>		0.104659717919908%
DeSoto		0.11364040780249%	
	<b>DeSoto County</b>		0.113640407802487%
Dixie		0.10374458089993%	
	<b>Dixie County</b>		0.103744580899928%
Duval		5.43497515693510%	
	<b>Jacksonville</b>		5.295636466902910%
	<b>Atlantic Beach</b>		0.038891507601085%
	<b>Jacksonville Beach</b>		0.100447182431112%
Escambia		1.34163444924367%	
	<b>Escambia County</b>		1.010997622822650%
	<b>Pensacola</b>		0.330636826421023%
Flagler		0.38986471224388%	
	<b>Flagler County</b>		0.305009358365478%
	<b>Palm Coast</b>		0.084857169626457%
Franklin		0.04991128255001%	
	<b>Franklin County</b>		0.049911282550008%
Gadsden		0.12365607407671%	
	<b>Gadsden County</b>		0.123656074076710%
Gilchrist		0.06433376935497%	

	<b>Gilchrist County</b>		0.064333769354966%
Glades		0.04061283675771%	
	<b>Glades County</b>		0.040612836757713%
Gulf		0.05991423858784%	
	<b>Gulf County</b>		0.059914238587842%
Hamilton		0.04794119590977%	
	<b>Hamilton County</b>		0.047941195909773%
Hardee		0.06711004813185%	
	<b>Hardee County</b>		0.067110048131850%
Hendry		0.14446091529681%	
	<b>Hendry County</b>		0.144460915296806%
Hernando		1.51007594910967%	
	<b>Hernando County</b>		1.510075949109670%
Highlands		0.35718851023682%	
	<b>Highlands County</b>		0.293187022776017%
	<b>Avon Park</b>		0.025829016089707%
	<b>Sebring</b>		0.038172471371100%
Hillsborough		8.71098411365711%	
	<b>Hillsborough County</b>		6.523111204400210%
	<b>Plant City</b>		0.104218491142418%
	<b>Tampa</b>		1.975671881252980%
	<b>Temple Terrace</b>		0.107980721113446%
Holmes		0.08161242785125%	
	<b>Holmes County</b>		0.081612427851251%
Indian River		0.75307605878085%	
	<b>Indian River County</b>		0.654117789755259%
	<b>Sebastian</b>		0.038315915467486%
	<b>Vero Beach</b>		0.060642353558104%
Jackson		0.15893605879538%	
	<b>Jackson County</b>		0.158936058795375%
Jefferson		0.04082164778410%	
	<b>Jefferson County</b>		0.040821647784097%
Lafayette		0.03191177207568%	
	<b>Lafayette County</b>		0.031911772075683%
Lake		1.13921122451870%	
	<b>Lake County</b>		0.781548804039386%
	<b>Clermont</b>		0.075909163208877%
	<b>Eustis</b>		0.041929254097962%
	<b>Fruitland Park</b>		0.008381493024259%
	<b>Groveland</b>		0.026154034991644%
	<b>Lady Lake</b>		0.025048244425835%
	<b>Leesburg</b>		0.091339390184647%
	<b>Minneola</b>		0.016058475802978%
	<b>Mount Dora</b>		0.041021380070204%
	<b>Tavares</b>		0.031820984672908%

Lee		3.32537188335925%	
	Lee County		2.150386790650790%
	Bonita Springs		0.017374893143227%
	Cape Coral		0.714429677167259%
	Estero		0.012080171813344%
	Fort Myers		0.431100350584635%
Leon		0.89719924493933%	
	Leon County		0.471201146390692%
	Tallahassee		0.425998098548636%
Levy		0.25119240174806%	
	Levy County		0.251192401748057%
Liberty		0.01939945222513%	
	Liberty County		0.019399452225127%
Madison		0.06354028745471%	
	Madison County		0.063540287454706%
Manatee		2.72132334623483%	
	Manatee County		2.288523455470230%
	Bradenton		0.379930754632155%
	Palmetto		0.052869136132442%
Marion		1.70117616896044%	
	Marion County		1.332181664866660%
	Ocala		0.368994504093786%
Martin		0.86948729811605%	
	Martin County		0.788263440348682%
	Stuart		0.081223857767371%
Miami-Dade		5.23211978417292%	
	Miami-Dade County		4.322006939062770%
	Aventura		0.024619727884733%
	Coral Gables		0.071780152130635%
	Cutler Bay		0.009414653667847%
	Doral		0.013977628531358%
	Florida City		0.003929278792135%
	Hialeah		0.098015895784777%
	Hialeah Gardens		0.005452691410713%
	Homestead		0.024935668046393%
	Key Biscayne		0.013683477346364%
	Miami		0.292793005447970%
	Miami Beach		0.181409572478489%
	Miami Gardens		0.040683650931878%
	Miami Lakes		0.007836768607605%
	Miami Shores		0.006287935516250%
	Miami Springs		0.006169911892641%
	North Bay Village		0.005160355973775%
	North Miami		0.030379280716828%
	North Miami Beach		0.030391990953217%

	Opa-locka		0.007847663095938%
	Palmetto Bay		0.007404620570392%
	Pinecrest		0.008296152865650%
	South Miami		0.007833137111493%
	Sunny Isles Beach		0.007693324511219%
	Sweetwater		0.004116300841853%
Monroe		0.47638873858530%	
	Monroe County		0.388301353168081%
	Key West		0.088087385417219%
Nassau		0.47693346300195%	
	Nassau County		0.393774017807404%
	Fernandina Beach		0.083159445194550%
Okaloosa		0.81921286595494%	
	Okaloosa County		0.634511342251804%
	Crestview		0.070440130065665%
	Destin		0.014678507280787%
	Fort Walton Beach		0.077837487643835%
	Niceville		0.021745398712853%
Okeechobee		0.35349527869191%	
	Okeechobee County		0.353495278691906%
Orange		4.67102821454589%	
	Orange County		3.130743665036610%
	Apopka		0.097215150892295%
	Eatonville		0.008325204834538%
	Maitland		0.046728276208689%
	Ocoee		0.066599822928250%
	Orlando		1.160248481489900%
	Winter Garden		0.056264584996256%
	Winter Park		0.104903028159347%
Osceola		1.07345209294015%	
	Osceola County		0.837248691390376%
	Kissimmee		0.162366006872243%
	St. Cloud		0.073837394677534%
Palm Beach		8.60159437205259%	
	Palm Beach County		5.964262083621730%
	Belle Glade		0.020828445944817%
	Boca Raton		0.472069073961229%
	Boynton Beach		0.306498271771001%
	Delray Beach		0.351846579457498%
	Greenacres		0.076424835656644%
	Jupiter		0.125466374888059%
	Lake Worth		0.117146617297688%
	Lantana		0.024507151505292%
	North Palm Beach		0.044349646255964%
	Palm Beach Gardens		0.233675880256500%

	<b>Palm Springs</b>		0.038021764282493%
	<b>Riviera Beach</b>		0.163617057282493%
	<b>Royal Palm Beach</b>		0.049295743959188%
	<b>Wellington</b>		0.050183644758335%
	<b>West Palm Beach</b>		0.549265602541466%
<b>Pasco</b>		4.69208726049375%	
	<b>Pasco County</b>		4.429535538910390%
	<b>New Port Richey</b>		0.149879107494464%
	<b>Zephyrhills</b>		0.112672614088898%
<b>Pinellas</b>		7.93488981677650%	
	<b>Pinellas County</b>		4.793536735851510%
	<b>Clearwater</b>		0.633863120195985%
	<b>Dunedin</b>		0.102440873796068%
	<b>Gulfport</b>		0.047893986460330%
	<b>Largo</b>		0.374192990776726%
	<b>Oldsmar</b>		0.039421706033295%
	<b>Pinellas Park</b>		0.251666311990547%
	<b>Safety Harbor</b>		0.038061710739714%
	<b>Seminole</b>		0.095248695748172%
	<b>St. Petersburg</b>		1.456593090134460%
	<b>Tarpon Springs</b>		0.101970595049690%
<b>Polk</b>		2.15048302529773%	
	<b>Polk County</b>		1.601687701502640%
	<b>Auburndale</b>		0.028636162583534%
	<b>Bartow</b>		0.043971970660417%
	<b>Haines City</b>		0.047984773863106%
	<b>Lakeland</b>		0.294875668467647%
	<b>Lake Wales</b>		0.036293172133642%
	<b>Winter Haven</b>		0.097033576086743%
<b>Putnam</b>		0.38489319406788%	
	<b>Putnam County</b>		0.337937949352250%
	<b>Palatka</b>		0.046955244715628%
<b>Santa Rosa</b>		0.70126731951283%	
	<b>Santa Rosa County</b>		0.654635277951081%
	<b>Milton</b>		0.046632041561747%
<b>Sarasota</b>		2.80504385757853%	
	<b>Sarasota County</b>		1.968804722107020%
	<b>North Port</b>		0.209611771276754%
	<b>Sarasota</b>		0.484279979634570%
	<b>Venice</b>		0.142347384560186%
<b>Seminole</b>		2.14114826454432%	
	<b>Seminole County</b>		1.508694164839420%
	<b>Altamonte Springs</b>		0.081305566429869%
	<b>Casselberry</b>		0.080034542791008%
	<b>Lake Mary</b>		0.079767627826847%

	Longwood		0.061710013414747%
	Oviedo		0.103130858057164%
	Sanford		0.164243490361646%
	Winter Springs		0.062262000823623%
St. Johns		0.71033334955402%	
	St. Johns County		0.663822963111989%
	St. Augustine		0.046510386442027%
St. Lucie		1.50662784355224%	
	St. Lucie County		0.956289133909966%
	Fort Pierce		0.159535255653695%
	Port St. Lucie		0.390803453988581%
Sumter		0.32639887045945%	
	Sumter County		0.312364953738371%
	Wildwood		0.014033916721079%
Suwannee		0.19101487969217%	
	Suwannee County		0.191014879692165%
Taylor		0.09218189728241%	
	Taylor County		0.092181897282406%
Union		0.06515630322411%	
	Union County		0.065156303224115%
Volusia		3.13032967447995%	
	Volusia County		1.784428217305820%
	Daytona Beach		0.447556475211771%
	DeBary		0.035283616214775%
	DeLand		0.098983689498367%
	Deltona		0.199329190038370%
	Edgewater		0.058042202342606%
	Holly Hill		0.031615805142634%
	New Smyrna Beach		0.104065968305755%
	Orange City		0.033562287058147%
	Ormond Beach		0.114644516477187%
	Port Orange		0.177596501561906%
	South Daytona		0.045221205322611%
Wakulla		0.11512932120801%	
	Wakulla County		0.115129321208010%
Walton		0.26855821615101%	
	Walton County		0.268558216151006%
Washington		0.12012444410873%	
	Washington County		0.120124444108733%

## **Exhibit C**

### **List of Opioid Remediation Uses**

#### **Schedule A Core Strategies**

Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").<sup>2</sup>

**A. NALOXONE OR OTHER FDA-APPROVED MEDICATION  
TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

**B. MEDICATION-ASSISTED TREATMENT ("MAT")  
DISTRIBUTION AND OTHER OPIOID-RELATED  
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

---

<sup>2</sup> As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.



**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
---------------------

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>3</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

---

<sup>3</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care with respect to treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

<b>PART TWO: PREVENTION</b>
-----------------------------

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing misuse of prescription medications and seem likely to be effective in preventing the uptake and use of opioids.



10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other prescription medications, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another prescription medication misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other medications that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other medications that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care,

and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

### PART THREE: OTHER STRATEGIES

#### **I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other medications.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, Manufacturers, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Exhibit D**

**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated January 15, 2022 ("*Endo Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Endo Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Endo Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Endo Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Endo Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Endo Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Endo Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement.
10. In connection with the releases provided for in the Endo Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Endo Settlement.

11. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

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

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

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

Date: \_\_\_\_\_  
(the "Execution Date of this Subdivision Settlement Participation Form")

**Exhibit E**

**QUALIFIED SETTLEMENT FUND ADMINISTRATOR**

**[TO BE ADDED]**



## Exhibit F

### INJUNCTIVE RELIEF

#### **I. Definitions Specific to this Exhibit**

- A. "Cancer-Related Pain Care" means care that provides relief from pain resulting from a patient's active cancer or cancer treatment as distinguished from treatment provided during remission.
- B. "Downstream Customer Data" shall mean transaction information that Endo collects relating to its direct customers' sales to downstream customers, including chargeback data tied to Endo providing certain discounts, "867 data" and IQVIA data.
- C. "End-of-Life Care" means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
- D. "Endo" shall mean Endo Pharmaceuticals Inc. ("EPI"), Par Pharmaceutical, Inc. ("PPI") and all of their parents, subsidiaries, predecessors, successors, joint ventures, divisions, assigns, officers, directors, agents, partners, principals, current employees, and affiliates acting on behalf of EPI or PPI in the United States.
- E. "Health Care Provider" shall mean any U.S.-based physician or other health care practitioner who is licensed to provide health care services and/or prescribe pharmaceutical products and any medical facility, practice, hospital, clinic or pharmacy.
- F. "Including but not limited to", when followed by a list or examples, shall mean that list or examples are illustrative instances only and shall not be read to be restrictive.
- G. "In-Kind Support" shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.
- H. "Lobby" and "Lobbying" shall have the same meaning as "lobbying activities" and "lobbying contacts" under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied in that particular state or locality. As used in this document, "Lobby" and "Lobbying" include Lobbying directly or indirectly, through grantees or Third Parties.
- I. "Opioid(s)" shall mean all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.

- J. "Opioid Product(s)" shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration ("FDA") and listed by the Drug Enforcement Administration ("DEA") as Schedule II, III, or IV pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term "Opioid Products(s)" shall not include (i) methadone, buprenorphine, or other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients ("APIs") used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.
- K. "OUD" shall mean opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)*, as updated or amended.
- L. "Promote," "Promoting," "Promotion," and "Promotional" shall mean dissemination of information or other practices intended or reasonably anticipated to increase sales or prescriptions, or that attempts to influence prescribing practices of Health Care Providers in the United States.
- M. "Qualified Researcher" shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.
- N. "Suspicious Order" shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous Florida state laws and regulations.
- O. "Third Party" shall mean any person or entity other than Endo or a government entity.
- P. "Treatment of Pain" shall mean the provision of therapeutic modalities to alleviate or reduce pain.
- Q. "Unbranded Information" shall mean any information that does not identify a specific branded or generic product(s).

## **II. Injunctive Relief**

### **A. General Provisions**

1. Endo shall not make any written or oral statement about Opioids or any Opioid Product that is false, misleading, deceptive, unfair or unconscionable as defined under the law of Florida.
2. Endo shall not represent that Opioids or any Opioid Products have approvals, characteristics, uses, benefits, or qualities that they do not have.

B. Ban on Promotion

1. Endo shall not engage in Promotion of Opioids or Opioid Products, including but not limited to, by:
  - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers, patients, or persons involved in determining the Opioid Products included in formularies;
  - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
  - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;
  - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
  - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
  - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; or
  - g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.
2. Notwithstanding subsection II.B.1 directly above, Endo may:
  - a. Maintain a corporate website;
  - b. Maintain a website that contains principally the following content for any Opioid Product: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

- c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in the state where the information is provided;
- d. Provide the following by mail, electronic mail, on or through Endo's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in the state where the information is provided;
- e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011), as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009), as updated or amended by the FDA;
- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
- g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
- h. Provide information relating solely to the pricing of any Opioid Product;
- i. Provide information, through a product catalog or similar means, related to an Opioid or Opioid Product, including, without limitation, pricing information, weight, color, shape, packaging size, type, reference listed drug, National Drug Code ("NDC") label, and such other descriptive information (including information set forth in a

standard Healthcare Distribution Alliance Form or technical data sheet and the FDA approval letter) sufficient to identify the products available, to place an order for a product, and to allow the product to be loaded into a customer's inventory and ordering system or Third Party pricing compendia;

- j. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy ("REMS") program or other federal or state law or regulation applicable in the state where the program is provided through an independent Third Party, which shall be responsible for the continuing medical education program's content without the participation of Endo;
  - k. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Endo as the source of the information; and
  - l. Provide rebates, discounts, and other customary pricing adjustments to DEA-registered customers and contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers, except as prohibited by Section II.G.
3. Endo shall not engage in the following specific Promotional activity relating to any products indicated for the treatment of Opioid-induced side effects (for the avoidance of doubt, "Opioid-induced side effects" does not include addiction to Opioids or Opioid Products):
- a. Employing or contracting with sales representatives or other persons to Promote products indicated for the treatment of Opioid-induced side effects to Health Care Providers or patients;
  - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote products indicated for the treatment of Opioid-induced side effects;
  - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote products indicated for the treatment of Opioid-induced side effects; or
  - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote products indicated for the treatment of Opioid-induced side effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.

4. Notwithstanding subsection II.B.3 directly above, Endo may Promote products for the treatment of Opioid-induced side effects (i) so long as such Promotion does not associate the product with Opioids or Opioid Products, or (ii) where such Promotion concerns a product's indication to reverse overdoses and/or treat Opioid addiction. Nothing herein shall prevent Endo from linking to the FDA label associated with a product.
5. Treatment of Pain
  - a. Endo shall not, either through Endo or through Third Parties, engage in Promotion of the Treatment of Pain in a manner that encourages the utilization of Opioids or Opioid Products.
  - b. Endo shall not, either through Endo or through Third Parties, Promote the concept that pain is undertreated in a manner that encourages the utilization of Opioids or Opioid Products.
  - c. Endo shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or otherwise Promotes Opioids or Opioid Products.
6. Notwithstanding subsection II.B.5 directly above, Endo may Promote or provide educational information about the Treatment of Pain with non-Opioid products or therapies, including Promoting or providing educational information about such non-Opioid products or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.

C. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Endo shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. For the avoidance of doubt, this provision shall not prohibit financial incentives (e.g., customary raises or bonuses) based on the performance of the overall company or business segment, as measured by EBITDA, revenue, cash flow, or other similar financial metrics.
2. Endo shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to or from any person in return for the prescribing, sale, or use of an Opioid Product. For the avoidance of doubt, this provision shall not prohibit rebates or chargebacks to the extent permitted by other sections of this Consent Judgment.
3. Endo's compensation policies and procedures shall ensure compliance with this Consent Judgment.

D. Ban on Funding/Grants to Third Parties

1. Endo shall not, directly or indirectly, provide financial support or In-Kind Support to any Third Party for Promotion of or education about Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4 and 6). For the avoidance of doubt, this provision does not prohibit support expressly allowed by this Consent Judgment or required by a federal or state agency.
2. Endo shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids or Opioid Products.
3. Endo shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4 and 6).
4. Endo shall not use, assist, or employ any Third Party to engage in any activity that Endo itself would be prohibited from engaging in pursuant to this Consent Judgment.
5. Endo shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or reasonably foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.
6. Endo shall not compensate or provide In-Kind Support to Health Care Providers (other than Endo employees) or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers. Nothing in this provision, however, prohibits Endo from using independent contractors who operate under the direction of Endo to provide information to a payor, formulary committee, or other similar entity as permitted in subsection II.B.2 provided that any such persons are bound by the terms of this Consent Judgment. Nor does this provision prohibit the payment of customary rebates or other pricing concessions to third-party payers, including state Medicaid programs, as part of an overall pricing agreement.
7. No officer or management-level employee of Endo may concurrently serve as a director, board member, employee, agent, or officer of any entity other than Endo International plc or a direct or indirect wholly-owned subsidiary thereof, that primarily engages in conduct that Promotes Opioids, Opioid

Products, or products indicated for the treatment of Opioid-related side effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Endo from concurrently serving on the board of a hospital.

8. Endo shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects. For the avoidance of doubt, nothing in this paragraph shall prohibit Endo from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or board member at any such entity.
9. For the avoidance of doubt:
  - a. Nothing in this Section II.D shall be construed or used to prohibit Endo from providing financial or In-Kind Support to:
    - i. medical societies and patient advocate groups, who are principally involved in issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or
    - ii. universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on, issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose.
  - b. The prohibitions in this Section II.D shall not apply to engagement with Third Parties based on activities related to (i) medications with an FDA-approved label that lists only the treatment of opioid abuse, addiction, dependence and/or overdose as their "indications and usage," to the extent they are sold to addiction treatment facilities; (ii) raw materials, APIs and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials, APIs and/or immediate precursors are sold or marketed exclusively to DEA registrants or sold outside the United States or its territories; or (iii) education warning about drug abuse or promoting prevention or treatment of drug misuse.
  - c. Endo will be in compliance with subsections II.D.2 and II.D.3 with respect to support of an individual Third Party to the extent that the State of Florida determines that such support does not increase the



risk of the inappropriate use of Opioids and that Endo has not acted for the purpose of increasing the use of Opioids.

E. Lobbying Restrictions

1. Endo shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
  - a. encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids; or
  - b. pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
2. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
  - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
  - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;
  - c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
  - d. The limitation of initial prescriptions of Opioids to treat acute pain;
  - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
  - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
  - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
  - h. The implementation or use of Opioid drug disposal systems.

3. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of prescription drug monitoring programs ("PDMPs"), including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subsections II.E.1-3, the following conduct is not restricted:
  - a. Lobbying against the enactment of any provision of any state, federal, municipal, or county taxes, fees, assessments, or other payments;
  - b. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subsection II.E.1;
  - c. Communications made by Endo in response to a statute, rule, regulation, or order requiring such communication;
  - d. Communications by an Endo representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
  - e. Responding, in a manner consistent with this Consent Judgment, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Endo from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;
  - f. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections II.E.1-3, so long as Endo does not support specific portions of such legislation or regulation covered by subsection II.E.1 or oppose specific portions of such legislation or regulation covered by subsections II.E.2-3;
  - g. Communicating with a federal or state agency in response to a Federal Register or similar notice or an unsolicited federal or state legislative committee request for public comment on proposed legislation;
  - h. Responding to requests from the DEA, the FDA, or any other federal or state agency, and/or participating in FDA or other agency panels at the request of the agency; and

- i. Participating in meetings and other proceedings before the FDA, FDA advisory committee or other FDA committee in connection with the approval, modification of approval, or oversight of Endo's own products.

5. Endo shall provide notice of the prohibitions in Section II.E to all employees engaged in Lobbying; incorporate the prohibitions in Section II.E into trainings provided to Endo employees engaged in Lobbying; and certify that it has provided such notice and trainings to Endo employees engaged in Lobbying.

F. Ban on Certain High Dose Opioids

1. Endo shall not commence manufacturing, Promoting, or distributing any Opioid Product in strengths exceeding 30 milligrams of oxycodone per pill. For the avoidance of doubt, this restriction shall not apply to the manufacture or distribution of injectable Opioid Products used primarily in hospice, hospital, or other inpatient settings.

G. Ban on Prescription Savings Programs

1. Endo shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
2. Endo shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.

H. Monitoring and Reporting of Direct and Downstream Customers.

1. Endo shall operate an effective monitoring and reporting system in compliance with federal law, that shall include processes and procedures that:
  - a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;
  - b. Utilize all reasonably available Downstream Customer Data to identify whether a downstream customer poses a material risk of diversion of an Opioid Product;
  - c. Utilize all information Endo receives that bears upon a direct customer's or a downstream customer's diversion activity or potential for diversion activity, including reports by Endo's

employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and

- d. Upon request (unless otherwise required by law), report to the Florida Attorney General or State controlled substances regulatory agency any direct customer or downstream customer in Florida identified as part of the monitoring required by (a)-(c), above, and any customer relationship in Florida terminated by Endo relating to diversion or potential for diversion. These reports shall include the following information, to the extent known to Endo:
  - i. The identity of the downstream registrant and the direct customer(s) identified by Endo engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;
  - ii. The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;
  - iii. The drug name, drug family or NDC and dosage amounts reportedly distributed;
  - iv. The transaction or order number of the reported distribution; and
  - v. A brief narrative providing a description of the circumstances leading to Endo's conclusion that there is a risk of diversion.
2. Endo shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Endo investigates and finds that the order is not suspicious.
3. Upon request, Endo shall promptly provide reasonable assistance to law enforcement investigations of potential diversion and/or suspicious circumstances involving Opioid Products in the United States.
4. Endo agrees that it will refrain from providing an Opioid Product directly to a retail pharmacy or Health Care Provider.

I. Miscellaneous Terms

1. To the extent that any provision in this Consent Judgment conflicts with federal or relevant state law or regulation, the requirements of the law or regulation will prevail. To the extent that any provision in this Consent Judgment is in conflict with federal or relevant state law or regulation such

that Endo cannot comply with both the law or regulation and the provision of this Consent Judgment, Endo may comply with such law or regulation.

2. Endo will enter into this Consent Judgment solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Endo expressly denies. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endo. This Consent Judgment is not intended for use by any Third Party for any purpose, including submission to any court for any purpose.
3. For the avoidance of doubt, this Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Endo in any action, and nothing in this Consent Judgment shall be construed or used to prohibit Endo in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in litigation or other legal or administrative proceedings.
4. Nothing in this Consent Judgment shall be construed to limit or impair Endo's ability (a) to communicate its positions and respond to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Endo or its Opioid Products, or (b) to maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products.
5. Upon the request of the Attorney General of the State of Florida, Endo shall provide the Attorney General of the State of Florida with copies of the following, within 30 days of the request:
  - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Endo's Opioid Product(s); and
  - b. Warning or untitled letters issued by the FDA regarding Endo's Opioid Product(s) and all correspondence between Endo and the FDA related to such letters.
6. The parties by stipulation may agree to a modification of this Consent Judgment; provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both Endo and the Attorney General of the State of Florida.

J. Compliance with State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Subject to subsection II.G.1 above, Endo shall comply with all applicable state laws and regulations that relate to the sale, Promotion, distribution, and disposal of Opioids or Opioid Products, including but not limited to:
  - a. Florida controlled substances laws, including all guidance issued by the applicable state regulator(s);
  - b. Florida consumer protection and unfair trade practices acts; and
  - c. Florida laws and regulations related to opioid prescribing, distribution, and disposal.

### **III. Clinical Data Transparency**

#### **A. Data to Be Shared**

1. Endo shall continue to share truthful and balanced summaries of the results of all Endo-Sponsored Studies through its publicly available website (*see* <http://www.endo.com/endopharma/r-d/clinical-research>):
  - a. "Endo-Sponsored Studies" means pre-marketing clinical research and post-marketing clinical research that Endo "takes responsibility for and initiates" as "sponsor," as "sponsor" is defined in 21 C.F.R. § 312.3(b), and that involves an intervention with human subjects with an Opioid Product.
  - b. The summaries may include redactions to protect personal identifying information, trade secret and confidential commercial information, and information that may provide a road map for defeating a product's abuse-deterrent properties.
2. With respect to any Endo-Sponsored Studies relating to any new Endo Opioid Product or new indication for an existing Endo Opioid Product, Endo shall, within 30 days after regulatory approval or 18 months after study completion, whichever occurs later, make the following clinical data available through a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal:
  - a. Fully analyzable data set(s) (including individual de-identified participant-level data);
  - b. The clinical study report(s) redacted for commercial or personal identifying information;
  - c. The full protocol(s) (including the initial version, final version, and all amendments); and

- d. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes) and analytic code.

B. Third-Party Data Archive

1. The third-party data archive referenced above shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.
2. The panel may exclude research proposals with a commercial interest.
3. Endo shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.
4. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Endo's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Endo's pharmacovigilance staff within 24 hours of any determination that research findings could bear on the risk-benefit assessment regarding the product. The lead Qualified Researcher may also share findings bearing on the risk-benefit assessment regarding the product with regulatory authorities. Endo's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying the appropriate regulatory authorities or the public.
5. Endo shall bear all costs for making data and/or information available to the third-party data archive.

IV. Compliance

A. Compliance Duration

1. Sections II and III of this Exhibit shall be effective for 8 years from the date the Consent Judgment is entered.
2. Nothing in this Consent Judgment shall relieve Endo of its independent obligation to fully comply with the laws of the State of Florida after expiration of the 8-year period specified in this subsection.

B. Compliance Deadlines

1. Endo must be in full compliance with the provisions included in this Consent Judgment by the date it is entered. Nothing herein shall be construed as permitting Endo to avoid existing legal obligations.

V. **Enforcement**

- A. If the State believes that Endo is not in compliance with any term of this Consent Judgment, then the State shall:
  - 1. Provide written notice specifying the reason(s) why the State believes Endo is not in compliance with this Consent Judgment; and
  - 2. Allow Endo at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period").
- B. In the event the alleged non-compliance is cured within the Cure Period, Endo shall not have any liability for such alleged non-compliance.
- C. The State may not commence a proceeding to enforce compliance with this Consent Judgment before the expiration of the Cure Period.
- D. All of the provisions of this Consent Judgment and any injunction entered pursuant to it shall apply to Endo, even if Endo subsequently files for or emerges from bankruptcy.
- E. This Consent Judgment will be enforceable in the Court where it is entered. In connection with any Chapter 11 Cases, if one is filed, this Agreement is also enforceable in the Bankruptcy Court. After emergence, discharge, or dismissal of any bankruptcy, this Consent Judgment will continue to be enforceable in Court where it is entered.



<u>Litigating Subdivisions</u>	<u>Litigating %</u>
Alachua County	1.05816035129%
Bay County	0.67445165516%
Lynn Haven	0.04901751350%
Panama City	0.19398376765%
Bradford County	0.23690587434%
Brevard County	2.98448370497%
Palm Bay	0.50612989069%
Broward County	5.07936492081%
Coconut Creek	0.12644166587%
Coral Springs	0.40434454263%
Deerfield Beach	0.25308310671%
Fort Lauderdale	1.03844846403%
Hallandale Beach	0.19372950859%
Lauderhill	0.18051711842%
Miramar	0.34917486807%
Pembroke Pines	0.57866409659%
Pompano Beach	0.41942982316%
Calhoun County	0.05892226579%
Clay County	1.49210564228%
Dixie County	0.12970844069%
Jacksonville	6.62096027198%
Escambia County	1.26401710873%
Pensacola	0.41338436010%
Gilchrist County	0.08043439796%
Gulf County	0.07490880386%
Hamilton County	0.05993930201%
Hernando County	1.88799834150%
Hillsborough County	8.15563160424%
Tampa	2.47011763704%
Holmes County	0.10203733694%
Jackson County	0.19871253203%
Lake County	0.97714478977%
Lee County	2.68855794752%
Leon County	0.58912731073%
Tallahassee	0.53261142529%
Levy County	0.31405760629%
Manatee County	2.86126568069%
Bradenton	0.47501493885%
Palmetto	0.06610054375%
Marion County	1.66558296312%
Ocala	0.46134170415%
Stuart	0.10155152053%
Miami-Dade County	5.40366326457%

<b>Coral Gables</b>	<b>0.08974436568%</b>
<b>Florida City</b>	<b>0.00491264817%</b>
<b>Homestead</b>	<b>0.03117624643%</b>
<b>Miami</b>	<b>0.36606947420%</b>
<b>Miami Gardens</b>	<b>0.05086543199%</b>
<b>North Miami</b>	<b>0.03798221649%</b>
<b>Sweetwater</b>	<b>0.00514647569%</b>
<b>Monroe County</b>	<b>0.48548042317%</b>
<b>Okaloosa County</b>	<b>0.79330868262%</b>
<b>Niceville</b>	<b>0.02718755751%</b>
<b>Orange County</b>	<b>3.91426593527%</b>
<b>Apopka</b>	<b>0.12154490889%</b>
<b>Eatonville</b>	<b>0.01041022990%</b>
<b>Ocoee</b>	<b>0.08326757029%</b>
<b>Orlando</b>	<b>1.45062055328%</b>
<b>Osceola County</b>	<b>1.04678452875%</b>
<b>Palm Beach County</b>	<b>7.45692091104%</b>
<b>Delray Beach</b>	<b>0.43990221742%</b>
<b>Pasco County</b>	<b>5.53810273982%</b>
<b>New Port Richey</b>	<b>0.18738892341%</b>
<b>Pinellas County</b>	<b>5.99320147610%</b>
<b>Clearwater</b>	<b>0.79249823188%</b>
<b>Pinellas Park</b>	<b>0.31465012070%</b>
<b>St. Petersburg</b>	<b>1.82113048025%</b>
<b>Polk County</b>	<b>2.00253750537%</b>
<b>Putnam County</b>	<b>0.42251271420%</b>
<b>Palatka</b>	<b>0.05870659963%</b>
<b>Santa Rosa County</b>	<b>0.81846897819%</b>
<b>Sarasota County</b>	<b>2.46153185360%</b>
<b>Sarasota</b>	<b>0.60547934620%</b>
<b>Seminole County</b>	<b>1.88627074203%</b>
<b>Oviedo</b>	<b>0.12894112318%</b>
<b>Sanford</b>	<b>0.20534823933%</b>
<b>St. Johns County</b>	<b>0.82995603906%</b>
<b>St. Augustine</b>	<b>0.05815040794%</b>
<b>St. Lucie County</b>	<b>1.19561688264%</b>
<b>Fort Pierce</b>	<b>0.19946168818%</b>
<b>Port St. Lucie</b>	<b>0.48860871761%</b>
<b>Suwannee County</b>	<b>0.23881962776%</b>
<b>Taylor County</b>	<b>0.11525199728%</b>
<b>Union County</b>	<b>0.08146278503%</b>
<b>Volusia County</b>	<b>2.23101196784%</b>
<b>Daytona Beach</b>	<b>0.55956515527%</b>
<b>Deltona</b>	<b>0.24921473680%</b>
<b>Ormond Beach</b>	<b>0.14333627199%</b>

Walton County	0.33576951344%
Washington County	0.15018764545%

**Exhibit H**

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, STATE OF FLORIDA  
WEST PASCO CIVIL DIVISION

STATE OF FLORIDA, OFFICE OF THE  
ATTORNEY GENERAL, DEPARTMENT  
OF LEGAL AFFAIRS,

Plaintiff,

v.

No. 2018-CA-001438

PURDUE PHARMA L.P., et al.,

Defendants.

---

**CONSENT JUDGMENT**

Plaintiff, the State of Florida, Office of the Attorney General, Department of Legal Affairs ("Plaintiff"), brought the above-captioned action against Defendants Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. (together, "Endo"), among others, alleging: that Endo violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in Florida; that Endo violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; and that Endo violated Fla. Stat. § 895.03(3) & (4) (the "Florida AG Action"). Plaintiff brought the Florida AG Action in its sovereign capacity as the people's attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens.

In addition, numerous governmental entities in Florida, including counties, cities, hospital districts and school boards ("Subdivisions") have brought separate lawsuits ("Actions") in

various forums against Endo, among others. These Actions assert claims that arise out of or relate to alleged conduct that is substantially similar to or overlaps with the conduct alleged in the Florida AG Action (the “Covered Conduct”).

Endo denies the allegations in the Florida AG Action and other Actions and claims to have no liability whatsoever to Plaintiff or to any Subdivision or other governmental entity (whether such governmental entity has brought or is a party to another Action or not). Plaintiff and Endo (the “Parties”), by their counsel, have agreed to a resolution of the Florida AG Action (“Agreement,” attached to this judgment) and the entry of this Consent Judgment (including the injunctive terms incorporated herein) by the Court without trial or finding of admission or wrongdoing or liability of any kind. Furthermore, under the Agreement, and as effectuated in this Consent Judgment, the Florida AG is exercising its authority to act in the public interest and release its own Claims as well as those of all Subdivisions, whether asserted previously or in the future, that arise out of or relate to the Covered Conduct. Unless otherwise specified, capitalized terms used herein shall have the meanings specified in the Agreement.

NOW THEREFORE, without trial or adjudication of any issue of fact or law presented in the Florida AG Action or the other Actions, without this Consent Judgment constituting evidence against or admission by anyone with respect to any issue of fact or law, and upon the Parties’ consent, IT IS HEREBY ORDERED AS FOLLOWS:

#### **I. PARTIES**

1. Defendants Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. are both Delaware corporations with their principal places of business in Pennsylvania.
2. Plaintiff has the authority to act in the public interest and on behalf of the people of Florida as the people’s attorney.

## **II. JURISDICTION**

3. This Court has jurisdiction over the Parties and the subject matter of this action.

## **III. AGREEMENT**

4. The Parties have agreed to resolution of the Florida AG Action under the terms of their Agreement, which is attached hereto as Exhibit A. This Consent Judgment summarizes and gives effect to those terms. In the event of a conflict between the terms of the Exhibits and this summary document, the terms of the Agreement shall govern.

## **IV. FINANCIAL TERMS**

5. On or before the later of (a) seven (7) days after the entry of this Consent Judgment, or (b) seven (7) days after (i) the Qualified Settlement Fund contemplated by the Agreement has been established under the authority and jurisdiction of the Court, and (ii) Endo has received a W-9 and wire instructions for the Qualified Settlement Fund, Endo Pharmaceuticals Inc. shall pay the sum of \$65,000,000 into the Qualified Settlement Fund as specified in the Agreement, consisting of \$55,000,000 to be allocated for opioid remediation, \$5,000,000 to be available to reimburse State Litigation Costs, and \$5,000,000 to be available to reimburse Litigating Subdivision Litigation Costs.

## **V. INJUNCTIVE TERMS**

6. The Parties have agreed that Endo shall be subject to the injunctive terms set forth in Exhibit \_\_ to their Agreement. Those agreed injunctive terms are expressly incorporated into and are given full force and effect by this Consent Judgment, and Endo shall comply with the injunctive terms as of the entry of this Consent Judgment.

7. Compliance with injunctive terms may be enforced in this Court consistent with the terms specified in the injunctive provisions set forth in the Parties' Agreement.

## **VI. RELEASES AND DISMISSAL WITH PREJUDICE**

8. Plaintiff and Endo have agreed to the Release of certain Claims as provided in Sections D and E of the Agreement. Such Releases are given in good faith within the meaning of Fla. Stat. § 768.31(5) and upon entry of this Consent Judgment shall be effective as to all Releasers.

9. Plaintiff's Claims against Endo are hereby DISMISSED WITH PREJUDICE, with each Party to bear its own costs except as specified in the Agreement.

## **VII. MISCELLANEOUS**

10. This Court retains jurisdiction to enforce the terms of this Consent Judgment. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

11. This Consent Judgment shall remain in full force and effect for eight years from the date it is entered, at which time Endo's obligations under the Consent Judgment shall expire.

12. Entry of this Consent Judgment is in the public interest.

IT IS SO ORDERED, ADJUDGED AND DECREED in Chambers at New Port Richey, Pasco County, Florida, this \_\_\_ day of January 2022.

---

Honorable Kimberly Sharpe Byrd  
Circuit Court Judge

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF  
LEGAL AFFAIRS

ASHLEY MOODY  
ATTORNEY GENERAL

By: \_\_\_\_\_  
[to come]

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

[Additional approvals on subsequent pages]



OUTSIDE LITIGATION COUNSEL FOR STATE OF FLORIDA, OFFICE OF THE  
ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS

By: \_\_\_\_\_  
[to come]

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

DEFENDANT ENDO HEALTH SOLUTIONS INC.

By: \_\_\_\_\_  
Matthew J. Maletta  
Executive Vice President and Chief Legal Officer  
Endo  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

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

DEFENDANT ENDO PHARMACEUTICALS INC.

By: \_\_\_\_\_  
Matthew J. Maletta  
Executive Vice President and Chief Legal Officer  
Endo  
1400 Atwater Drive  
Malvern, Pennsylvania 19355

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

COUNSEL FOR DEFENDANTS ENDO HEALTH SOLUTIONS INC. AND ENDO  
PHARMACEUTICALS INC.

By:

\_\_\_\_\_  
Geoffrey M. Wyatt  
Skadden, Arps, Slate, Meagher & Flom LLP  
1440 New York Avenue, N.W.  
Washington, D.C. 20005

**FLORIDA OPIOID ALLOCATION AND  
STATEWIDE RESPONSE  
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,  
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ("State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

## A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

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

## **B. Terms**

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund- The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.



(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

- (i) The Governor shall appoint two Members.
- (ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider 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.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

\$1,000	Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):
100%	Litigating Local Government Participation:
\$150	City/County Fund (over 10 to 18 years):
\$15	Expense Fund (paid over 2 years):
\$7.5	Amount Paid to Expense Fund in 1st year:
\$7.5	Amount Paid to Expense Fund in 2nd year:
\$7.5	Amount that may be borrowed from Regional Fund in 1st year:
\$7.5	Amount that may be borrowed from Regional Fund in 2nd year:
\$5	Amount that must be paid back to Regional Fund in 3rd year:
\$5	Amount that must be paid back to Regional Fund in 4th year:
\$5	Amount that must be paid back to Regional Fund in 5th year:

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

### **C. Other Terms and Conditions**

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempe

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempe@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.



14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: John Guard

Its: Chief Deputy Attorney General

11/15/2021

DATED

# **EXHIBIT A**

## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

---

<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.
1. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

# **EXHIBIT B**

## **Schedule B**

### **Approved Uses**

#### **PART ONE: TREATMENT**

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

---

<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.



8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
- 2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
- 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
- 6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
- 7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
- 3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
- 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## **PART TWO: PREVENTION**

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

# EXHIBIT C



County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Esterro		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Bellevue		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	



	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%



**Exhibit J**

**MECHANISM BY WHICH QUALIFIED SETTLEMENT FUND ADMINISTRATOR IS  
TO ALLOCATE, APPORTION AND DISTRIBUTE PAYMENTS**

**[TO BE ADDED]**

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

THE BOARD TO CONSIDER THE APPOINTMENT OF A COMMISSIONER TO SERVE ON THE SEARCH COMMITTEE FOR THE OFFICE OF MEDICAL EXAMINER FOR THE SECOND DISTRICT OF FLORIDA.

**MEETING DATE REQUESTED:**

FEBRUARY 7, 2022

**Statement of Issue:**

TO CONSIDER APPOINTMENT FOR INTERESTED COMMISSIONER

**Recommended Action:****Fiscal Impact:**

N/A

**Budgeted Expense:**

N/A

**Submitted By:**

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:**

838-3500 X 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** JACK CAMPBELL, STATE ATTORNEY FOR THE SECOND JUDICIAL CIRCUIT OF FLORIDA HAS REQUESTED CONSIDERATION FROM THE BOARD OF COUNTY COMMISSIONERS TO APPOINT AN INTERESTED MEMBER TO SERVE ON THE SEARCH COMMITTEE TO SELECT A NEW DISTRICT MEDICAL EXAMINER.

THE SERVICE ON THE SEARCH COMMITTEE WILL REQUIRE MULTIPLE MEETINGS AND TRAVEL TO TALLAHASSEE. AN APPOINTMENT BY TAYLOR COUNTY IS NOT MANDATORY.

**Options:**

APPOINT MEMBER  
NOT APPOINT MEMBER

**Attachments:**

LETTER FROM JACK CAMPBELL, STATE ATTORNEY

JACK CAMPBELL  
STATE ATTORNEY



OFFICE OF  
**STATE ATTORNEY**  
SECOND JUDICIAL CIRCUIT OF FLORIDA

LEON COUNTY COURTHOUSE  
301 S. MONROE STREET  
TALLAHASSEE, FLORIDA 32399-2550  
TELEPHONE: (850) 606-6000

January 11, 2022

LaWanda Pemberton, County Administrator  
201 E. Green Street  
Perry, Florida 32347

Dear Community Partner,

I write to you concerning the need to assemble a search committee to fill the Office of Medical Examiner for the Second District of Florida. The current District Medical Examiner, Dr. David Stewart, has advised that he plans retire from this post. Dr. Stewart has long served as our District Medical Examiner and has done a great job. We are very lucky that Dr. Stewart has committed to remain in his current post until we have a viable replacement for him. I hope to hire a new District Medical Examiner by this coming summer. Much of the daily work of Dr. Stewart's office has been conducted by Dr. Lisa Flannagan and Dr. Anthony Clark. Unfortunately, neither of these excellent candidates are interested in taking over as District Medical Examiner, although both may be interested in continuing to work under the next District Medical Examiner.

Dr. Stephen Nelson of Polk County is the current statewide Chairman of the Medical Examiners Commission. Dr. Nelson has served as an advisor to many search committees like this one, and he will serve as an advisor to this Search Committee as well. Dr. Nelson has named me the chair of this committee. The process of selecting a new Medical Examiner is dictated by Florida Statutes § 406 and Chapter 11G. I have attached a brochure that outlines the process. Florida Statutes allow representation on this committee from the following offices: State Attorney, Public Defender, Sheriffs, Police Chiefs, Medical School, County Commissions, Organ Procurement, and Funeral Directors and Mortuary Services. Ultimately, the search committee's selection must be approved by the Medical Examiners Commission. The appointment is made by the Governor.

Our District is unusually large in that it is comprised of two judicial circuits and eight counties (Leon, Gadsden, Jefferson, Liberty, Franklin, Wakulla, Taylor, Lafayette, Suwannee and Madison). Hence, representation from every eligible agency would make a very large committee that would be difficult to coordinate. While each of you is invited to participate in the search committee, I hope you will work together to designate a few folks so we can have a search committee with adequate representation, but which is small enough to facilitate scheduling interviews of potential candidates. My suggestion is that we have one State Attorney (me), one Public Defender, two Sheriffs, two Police Chiefs, one representative from FSU Medical School, two County Commissioners, an organ procurement representative, and two funeral directors.

Please collaborate to designate these representatives from your profession and submit the names for this committee to me by the end of January. Feel free to contact me if you have any questions or concerns, and I look forward to working on this important project with some of you.

Sincerely,



Jack Campbell



## 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

### Board Calendar for FY 2022

#### PROPOSED BOARD MEETING DATES

1<sup>st</sup> meeting of the month - 6:00 P.M.  
2<sup>nd</sup> meeting of the month - 9:00 A.M.

December 6, 2021  
January 3, 2022 and January 18, 2022  
February 7, 2022 and February 15, 2022  
March 7, 2022 and March 15, 2022  
April 4, 2022 and April 19, 2022  
May 2, 2022 and May 17, 2022  
June 6, 2022 and June 21, 2022  
July 11, 2022 and July 19, 2022  
August 1, 2022 and August 16, 2022  
September 6, 2022 and September 20, 2022  
October 3, 2022 and October 18, 2022  
November 1, 2022 and November 22, 2022  
December 5, 2022 and December 19, 2022  
(Both December meetings at 6:00pm)

#### PROPOSED BOARD WORKSHOP DATES

All workshops - 6:00 P.M.

December - No workshop scheduled  
January 25, 2022  
February 22, 2022  
March 22, 2022  
April 26, 2022  
May 24, 2022  
June 28, 2022  
July 26, 2022  
August 30, 2022  
September 27, 2022  
October 25, 2022  
November-No Workshop scheduled  
December-No workshop scheduled

#### HOLIDAYS

Christmas Eve and Day 2021  
New Year's Day 2022  
Martin Luther King Jr. Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Holidays  
Christmas Eve and Day

#### DATE OBSERVED

December 23 (Thurs) and December 24 (Fri)  
December 31 (Fri)  
January 17 (Mon)  
April 15 (Fri)  
May 30 (Mon)  
July 4 (Mon)  
September 5 (Mon)  
November 11 (Fri)  
November 24 (Thurs) November 25 (Fri)  
December 23 (Fri) and December 26 (Mon)

# February 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5

# March 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2