

SUGGESTED AGENDA

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA**

**TUESDAY, APRIL 20, 2021
9:00 A.M.**

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

**IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY
COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO
ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.**

**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.

**THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR
COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE
<https://www.facebook.com/taylor.bocc>**

If you wish to view the meeting on Facebook you must have a Facebook profile. Search under Taylor Bocc and you can view the meeting at 9:00 AM. The Facebook livestream will not be monitored for questions or comments, please call the conference call number if you wish to speak.

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF DRAFT JOB DESCRIPTION FOR FULL-TIME FIRE INSPECTOR, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
6. THE BOARD TO CONSIDER APPROVAL OF THE TITLE VI CIVIL RIGHTS ACTS, SECTION 504 OF THE REHABILITATION ACT OF 1973 COMPLIANCE POLICY, PROCEDURES 2021-2024 AND TRANSITION PLAN 504 COMPLIANCE, AS AGENDAED BY MELODY COX, GRANTS WRITER.
7. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION DOCUMENTS TO BE SUBMITTED TO THE GULF CONSORTIUM FOR THE REHABILITATION OF HODGES PARK, AS AGENDAED BY THE GRANTS WRITER.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSAL DOCUMENTS/ADVERTISEMENT OF THE TAYLOR COUNTY COMMUNITY TRANSPORTATION COORDINATOR, AS AGENDAED BY THE GRANTS WRITER.

9. THE BOARD TO CONSIDER REQUEST TO USE ONE (1) FIELD AT THE SPORTS COMPLEX, ON SATURDAY, MAY 1, 2021, FOR THE PARALYMPIAN ATHLETES TO COMPETE TO MAKE RANKINGS FOR THE UPCOMING PARALYMPIC GAMES IN TOKYO, JAPAN AND TO WAIVE ANY USAGE FEES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
10. THE BOARD TO APPROVE APPOINTMENT OF INTERIM MOSQUITO CONTROL PROGRAM DIRECTOR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION OF A RAIL SAFETY PROJECT ON ALTON WENTWORTH ROAD (CR14) IN TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

REQUESTS FROM THE PUBLIC:

12. THE BOARD TO CONSIDER THE RE-APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD, AS AGENDAED BY RAY CURTIS, TCDA ATTORNEY.

HOSPITAL ITEMS:

13. CHRIS SCHMIDT, CEO, DOCTORS' MEMORIAL HOSPITAL (DMH), TO APPEAR TO PROVIDE OPERATIONAL AND FINANCIAL UPDATE.

GENERAL BUSINESS:

14. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENEDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ATTORNEY ITEMS:

15. THE BOARD TO CONSIDER ADOPTION OF DRAFT RESOLUTION AUTHORIZING TAYLOR COUNTY TO PARTICIPATE IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND UNIFIED PLAN FOR THE ALLOCATION AND USE OF PROSPECTIVE SETTLEMENT DOLLARS FROM RELATED LITIGATION, AS AGENDAED BY THE COUNTY ATTORNEY.
16. THE COUNTY ATTORNEY TO DISCUSS SEA WALLS AT KEATON BEACH.

COUNTY ADMINISTRATOR ITEMS:

17. THE COUNTY ADMINISTRATOR TO DISCUSS OPERATIONAL ITEMS.
18. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
19. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
20. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- 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:



Full Time Fire Safety Inspector Position

Meeting Date:

4/20/2021

Statement of Issue: Board approval is requested to change the current On Call Fire Inspector position to a full time position.

Recommendation: Board to consider approval of the draft full time Fire Safety Inspector position

Fiscal Impact: \$ 63,548 (Salary + Benefits) **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

Submitted By: Dan Cassel

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: With the current on call fire inspector position fire inspections have increased but are still under 50%. Transitioning the position to full time will allow for 100% completion of inspections. The On Call position has been vacant with no applicants, changing to full time with benefits should increase interest. The position was included in the current approved operating budget. The position will hold a fire fighting certification and provide an additional fire fighter on scenes during the week and be available to fill shifts as needed

Options:

1. _____
2. _____

Attachments:

1. Draft Full Time Fire Safety Inspector Job Description
2. _____

Taylor County Board of County Commissioners

JOB TITLE: Fire Inspector (Full Time)

EXEMPT (Y/N):	No	UNION (Y/N):	Yes (IAFF)
Pay Grade 260	34,290 - 49,720	DOT CODE:	
LOCATION:	Fire/Rescue	DEPARTMENT:	Fire/Rescue
EMPLOYEE NAME:		SUPERVISOR:	Fire Chief
PREPARED BY:	Fire Rescue	DATE:	
APPROVED BY:			

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

This is a responsible and technical position. Under direction of the Fire Chief the Fire Inspector shall conduct commercial fire inspections for compliance with fire codes. Participate in fire prevention education programs, assists with commercial plan review. Maintains required records and reports and performs related work as required. Work is performed under the supervision of the Fire Chief.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- ◆ Conducts thorough fire inspections of new and existing building; reviews plans for compliance with codes requirements.
- ◆ Interprets and enforces fire and life safety codes.
- ◆ Acts as liaison between the commercial businesses and the Fire Chief.
- ◆ Conducts various other safety inspections, including those related to hazardous materials, fire suppression systems, fire alarm systems, occupational licensing, and others as requested.
- ◆ Documents and maintains records of fire inspection activities.
- ◆ Plans and participates in fire prevention and life safety education activities within the community.
- ◆ Operates a motor vehicle and various office machines.
- ◆ Must meet proficiency standards.
- ◆ Any other reasonable duties deemed necessary by supervisor.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Applicant must successfully pass a physical exam and must successfully pass a physical assessment test.

DESIRABLE QUALIFICATIONS:

Knowledge, Abilities and Skills

Knowledge of the Florida Fire Prevention Code and ordinances relating to plan review. Knowledge of fire prevention activities and methods. Knowledge of building constructions. Ability to read and interpret codes, plans, and specifications. Ability to maintain an effective working relationship with building owners or contractors and the county. Ability to prepare clear and concise reports.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ◆ While performing the duties of this job, employee is required to talk and to hear.
- ◆ Required to stand; walk; sit; and use hands and fingers.
- ◆ Employee is required to operate various motor vehicles.
- ◆ Often required to lift and/or move items of moderate weight.
- ◆ Sufficient physical strength and agility to perform heavy lifting.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ◆ While performing this job, the employee often works near moving mechanical parts and heavy equipment and vehicles.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires working in an office environment; outdoor environments in all weather; and can often be in a high stress situation.


EDUCATION AND/OR EXPERIENCE:

Must have graduated from high school or an equivalent recognized certificate.
Experience as a Fire Safety Inspector is preferred.

CERTIFICATES, LICENSES, REGISTRATION:

Requirements include;

- ◆ Valid Florida Driver's license
- ◆ Florida Certified Fire Safety Inspector I
- ◆ NIMS I-100, I-200, I-700, I-800
- ◆ Certified Florida State Fire Marshall Fire Fighter II preferred
- ◆ Florida State Emergency Medical Technician certification preferred

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE: 	Board to review and approve the Title VI Civil Rights Acts and Section 504 of the Rehabilitation Act of 1973 Compliance Policy and Procedures 2021-2024 and Transition Plan for Section 504 Compliance. The Compliance Policy and Procedures is a requirement for several state and federal grant programs and the Civil Rights portion of the plan is a requirement to receive funding from the U. S. Department of Treasury Restore Act Grants.
MEETING DATE REQUESTED:	April 20, 2021

Statement of Issue: Board to review and approve the above referenced Compliance Policy and Procedures and Transition Plan for Section 504 Compliance.

Recommended Action: Board to approve the Compliance Policy and Procedures and Transition Plan.

Fiscal Impact: A Title VI Civil Rights Acts and Section 504 Compliance Policy with defined grievance procedures is a requirement for several state and federal grant programs including Department of Treasury Restore Act grants.

Submitted By: Melody Cox, Grants

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: It is a requirement of numerous state and federal grants programs including the Department of Economic Opportunity CDBG programs and Department of Treasury Restore Act grants the County has a written policy for compliance with Title VI Civil Rights Acts and Section 504 of the Rehabilitation Act of 1973 as well as ADA requirements. The County had previously only been required to have a written Section 504 policy. Upon approval of the Compliance Policy and Procedures 2021-2024, the County will be required to keep the Policy and Procedures as well as the Transition Plan posted on the County's website.

Attachments:

Taylor County Title VI Civil Rights Acts and Section 504 of the Rehabilitation Act of 1973 Compliance Policy and Procedures 2021-2024.

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**

**TITLE VI CIVIL RIGHTS ACT(S) &
SECTION 504 OF THE REHABILITATION ACT OF 1973
COMPLIANCE POLICY AND PROCEDURES
2021-2024**

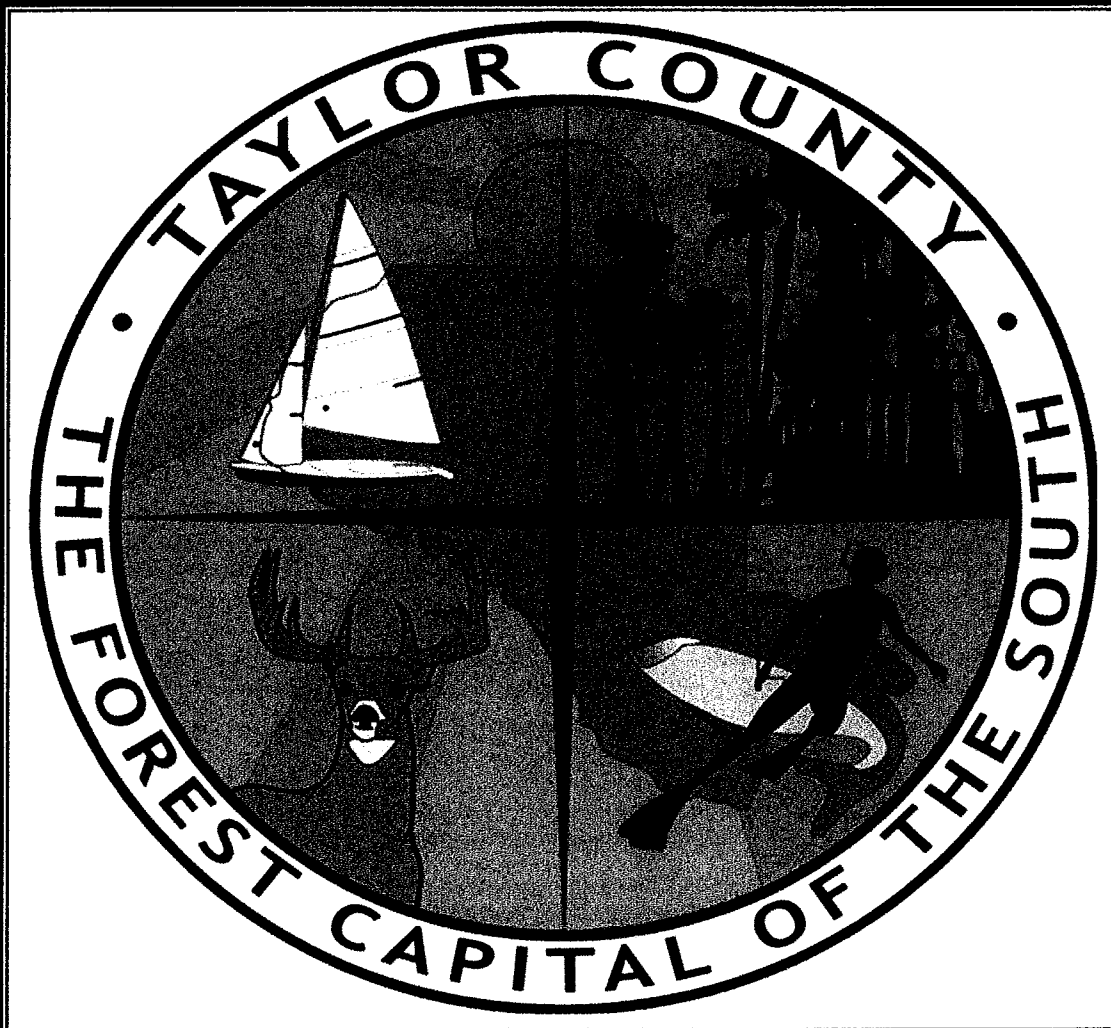


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I. GENERAL POLICY

A. APPLICABILITY

Taylor County Board of Commissioners is committed to assuring that no person on the basis of race, color, national origin, age, disability, family, gender, or religious status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992, as well as other applicable federal statutes be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination or retaliation under any activity or program undertaken by the Board. The Board is also committed to full compliance with Section 504 of the Rehabilitation Act of 1973, the America with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations which forbids organizations and employers from excluding individuals with disabilities an equal opportunity to receive program benefits and opportunities. Section 504 defines the rights of individuals with disabilities to participate and have access to programs and benefits. Taylor County, as required by all government entities and other federal aid recipients, will take affirmative steps to reasonably accommodate those with disabilities to ensure their needs are equitably represented in County programs including but not limited to transportation programs, services, and activities. Taylor County's Title VI Civil Rights Act(s) & Section 504 of the Rehabilitation Act of 1973 Compliance Policy and Procedures 2021-2024 establishes procedures and guidelines that shall be used to effectuate compliance with the Civil Rights Acts, Section 504, and ADA. It should be noted, compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed projects activities shall be accomplished in compliance with applicable state and federal laws. The Community Development Block Grant Programs (CDBG) is an example of HUD federally funded programs the County pursues and administers on a regular basis. The Environmental Justice Component of Title VI guarantees fair treatment for all people and provides that the County identify and address as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority or low income populations including Limited English Proficiency (LEP) assuring all persons have meaningful access to County programs and services. Environmental Justice Regulations are:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority or low-income populations.



In compliance with Title VI and Section 504, Taylor County's Capital Improvement Plan (CIP) is the transition plan for roadways. Each roadway project includes surveys of pedestrian facilities, designs for corrections of identified deficiencies, engineering and construction plans needed for the corrections, and inspections to verify the work was completed in accordance with ADA compliance standards.

The complaint process for Title VI and Section 504 is outlined in this Policy, in Section VI. The County is committed to ensuring that all complaints are addressed in a fair and timely manner. If the complainant is unable or unwilling to file that complaint with Taylor County, a written complaint may be submitted directly to the Florida Department of Transportation (FDOT). FDOT serves as a statewide clearinghouse for Title VI and Section 504 purposes and will assume jurisdiction over the complaint or forward it to the appropriate federal or state agency/authority for continued processing. The FDOT contact information is:

Florida Department of Transportation
Equal Opportunity Office
Attn: Title VI (or Section 504) Complaint Processing
605 Suwannee Street, MS 65
Tallahassee, FL 32399
850-414-4747

B. NOTICE OF COMPLIANCE

In accordance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992, Section 504 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990 (ADA), and related federal and state laws and regulations, Taylor County Board of Commissioners assures all applicable federal and state agencies that no person shall on the basis of race, color, national origin, age, disability, family, sex, religious status or English proficiency be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination or retaliation under any program or activity undertaken by the County. The Board of Commissioners assure every effort will be made to ensure County facilities are and/or will be readily accessible to and usable by individuals with disabilities. The County will make every effort to ensure that its advisory committees, public involvement activities, and all other programs and services include representation by communities with disabilities and disability service groups or providers.

C. DEFINITIONS

1. "Accessible," when used with respect to the design, construction, or alteration of a facility or a portion of a facility, means that the facility or portion of the facility



when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps.

2. "Accessible Route" means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.
3. "Adaptability" means the ability of certain elements such as, but not limited to, sinks, toilets, grab bars, ramps, and railings, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.
4. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e. readers, Braille material, audio recordings, telephone communication devices for deaf persons (TDD's), interpreters, etc.).
5. "Individual with handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.
6. "Limited English Proficiency (LEP)" means individual speaking English less than "very well" or not proficient in the understanding of English.
7. "Qualified individual with handicaps" means:
 - a. with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
 - b. with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that Taylor County can demonstrate would result in a fundamental alteration in its nature; or
 - c. with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility



requirements for participation in, or receipt of benefits from, that program or activity.

8. "Undue hardship" means financial or administrative burdens, which would be imposed on the operation of Taylor County's program. Factors to be considered include:
 - a. The overall size of Taylor County's program with respect to number of employees, number and type of facilities, and size of budget;
 - b. The type of Taylor County's operation, including the composition and structure of the workforce; and
 - c. The nature and cost of the accommodation needed.

II. COMMUNICATIONS

A. AUXILIARY AIDS

Taylor County shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The County is not required to provide individually prescribed devices or other devices of a personal nature. Where the County communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf person (TDD's) shall be used. The telephone number to utilize the TDD is (800) 955-8770. This is a statewide Telecommunication Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. Taylor County shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls County offices prior to the event and communicated to an employee the particular problem, which he or she has, assistance will be provided accordingly. Section 504 of the Rehabilitation Act of 1973 does not require the County to take any action that the County can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

Per US Census figures and data, Taylor County at this time, is not required to provide LEP services. However, the County understands community characteristics do change and will adjust



and provide LEP services to meet community needs. The County is committed to providing LEP services when so needed and will maintain a list of employees who competently speak Spanish and other languages that are willing to provide translation and/or interpretation services. This list will be distributed to staff that have regular contact with the public.

III. EMPLOYMENT

A. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance.

B. REASONABLE ACCOMMODATION

Taylor County shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the County can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The County may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

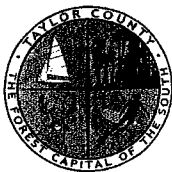
C. EMPLOYMENT CRITERIA

Taylor County will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of any applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The County may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

IV. PROGRAM ACCESSIBILITY

A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because Taylor County's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.



B. NON – HOUSING FACILITIES

New non-housing facilities including roadway and pedestrian facilities , shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alteration to existing non – housing, roadway and pedestrian facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps and completed in accordance with ADA standards. Non-Housing facilities shall include but not be limited to public parks and recreation facilities, emergency shelters, public buildings such as County auditoriums, conference centers, libraries, courthouses, and community service centers.

1. METHODS

Taylor County may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. HISTORIC PRESERVATION PROGRAMS OR ACTIVITIES

In meeting the Civil Rights Act(s) and Section 504 of the Rehabilitation Act requirements in historic preservation programs or activities, Taylor County shall give priority to methods that provide physical access to individual with handicaps. However, in cases where a physical alteration to a historic property would substantially impair the “significant historic features” of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reason for noncompliance shall be completely documented.

V. ENFORCEMENT

A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Civil Rights Act(s) and/or Section 504 of the Rehabilitation Act applies shall submit an assurance on a form specified by the responsible County official that the program or activity will be operated in compliance with the Civil Rights Act(s) and Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the



property, the assurance will obligate Taylor County for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the County for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the County for the period during which Federal financial assistance is extended.

B. SELF-EVALUATION

Taylor County shall, as expeditious as possible, and after consultation with interested persons, including individuals with handicaps, disabilities and/or physical or mental impairments or with organizations representing those individuals:

1. Evaluate its current policies and practices to determine whether they do not or may not meet the requirements of the Civil Rights Act(s) or Section 504 of the Rehabilitation Act.
2. Modify any policies and practices that do not meet the requirements of the Civil Rights Act(s) or Section 504 of the Rehabilitation Act.
3. Take appropriate corrective steps to remedy the potential discrimination, hardship, or accessibility limitation and/or restrictions.

The attached Self-Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan. The Transition Plan is an attachment to this Policy and Procedures. The Policy and Procedures is available at www.taylorcountygov.com or a copy may be provided upon request to the County Administrators office.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of area examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with the Civil Rights Act(s) and Section 504 of the Rehabilitation Act. The responsible person designated is the County Administrator or their designee and can be reached



at telephone number 850-838-3500. The Responsible Employee shall hereafter be known as "Coordinator" in this Policy and Procedures.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by the Civil Rights Act(s) and Section 504 of the Rehabilitation Act.

B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and union and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also include an identification of the responsible employee and/or office designated to coordinate with the Civil Rights Act(s) and Section 504 of the Rehabilitation Act. The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of noticed or publication in newspapers and/or the County's website at www.taylorcountygov.com. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.

C. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing, the person identified as Coordinator as identified in Section V Item C. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

1. Name and address of the complainant.
2. Name and address of the alleged offending party.



3. Specific details, in a near chronological order, of the events leading to the alleged action.
4. The alleged discrimination.
5. Names, addresses and phone numbers of any witnesses or other person having knowledge of the circumstances.
6. Any other relevant information.

The Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government (Taylor County Board of County Commissioners) must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The County shall appoint a five (5) member Compliance Committee which will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected governing body. The Committee may call both parties together in an attempt to reach an amicable solution. The Coordinator will act as the intermediary between the Committee and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The County's attorney will become the lead official, acting on behalf of and with the consent of the local governing body. Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the Florida Department of Transportation. FDOT serves as a statewide clearinghouse for Title VI and Section 504 purposes and will assume jurisdiction over the complaint or forward it to the appropriate federal or state agency/authority for continued processing. The FDOT contact information is:

Florida Department of Transportation
Equal Opportunity Office
Attn: Title VI (or Section 504) Complaint Processing



605 Suwannee Street, MS 65
Tallahassee, FL 32399
850-414-4747

D. COMPLIANCE INFORMATION

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

E. DISCRIMINATION COMPLAINTS/GRIEVANCES

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with the applicable Federal financial assistance and/or applicable federal agency. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

F. COMPLAINT/GRIEVANCE RESOLUTION

The Federal financial or other applicable agencies civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. Applicable Federal officials will then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.

This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary, Director or applicable federal agency official approved the action, and (4) thirty days expire after the



Secretary, Director or official has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory acts by the recipient or the offended party are prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

Approved by the County Commission of Taylor County, Florida, this
_____ Day of _____, 20____.

ATTEST

Chairperson

Clerk of Courts



ATTACHMENT A SELF-EVALUATION PLAN

1. Parking:

- a. Handicapped designated parking spaces to provided
- b. Spaces closest to accessible entrance and on accessible route
- c. Spaces minimum of 96" in width
- d. Access aisle adjacent to parking space and minimum of 60" in width
- e. Slope of space and access aisle is maximum of 1:50
- f. Spaces marked with universal access codes

2. Accessible Route:

- a. Unobstructed path; ¼" max vertical surface
- b. Minimum width of 36" (32" min for 24" distance); Roadside (48")
- c. Minimum passing space of 60" at 200' intervals
- d. Protruding Objects (27"~80"): Post Mounted ≤12"; Wall Mounted ≤4"; Overhanging ≥80"
- e. Surface texture of firm, stable, slip-resistant material
- f. Slope not to exceed 1:20
- g. If slope exceeds 0.5", install ramp (see Section 5)
- h. Gratings of maximum 0.5" gap width in direction of route

3. Outside Paths and Walks:

- a. Minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.

4. Curb Ramps:

- a. Provided where an accessible route crosses a curb
- b. Maximum running slope of 1:12
- c. Minimum width of 36"
- d. Firm, stable, slip-resistant surface
- e. Maximum slope of flared sides of 1:10 if no hand or guard rails provided
- f. Detectable warnings at entrance to travelway

5. Ramps:

- a. Provided on any part of an accessible route with a slope exceeding 1:20
- b. Maximum slope of 1:12
- c. Maximum cross slope of 1:50 (2%)
- d. Firm, stable, slip-resistant surface
- e. 30" to 34" high handrails extending 12" beyond top and bottom of ramp provided if ramp rise exceeds 6" and run exceeds 72"
- f. Edge protection to prevent slipping off ramps



- g. Level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp

6. Building Entrance:

- a. Minimum of one principle entrance
- b. On an accessible route
- c. Level entry or sloped with a 32" non- revolving door
- d. Minimum of 32" width
- e. Entryway clear of obstacles
- f. Hardware maximum height of 48", and push/pull type or lever operated
- g. Maximum of 8.5 lbf exterior hinged door, 5 lbf interior hinged, sliding or folding
- h. Maximum of 0.5" height with leveled edge and maximum slope of 1:2

7. Elevators:

- a. Minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps
- b. Self-leveling with reopening devices
- c. Doors remain open for 3 seconds
- d. Minimum side opening of 51" x 58" and minimum front opening of 51" x 80"
- e. Centered maximum of 42" from floor and light
- f. Control panel maximum of 48 " from floor with buttons minimum of 3/4" and marked with raised characters

8. Lifts:

- a. May be used in lieu of elevator
- b. Minimum of 30" x 48"
- c. Control panel maximum of 48" front approach and 54" parallel approach
- d. One hand operable

9. Toilets:

- a. On an accessible route
- b. Entrance door minimum of 32" with lever handle or push/pull type hardware
- c. Door closer 5 lbf maximum effort to open
- d. Unobstructed space
- e. Doors on stall minimum of 32" and stall minimum of 36"
- f. Grab bars 33-36" high at back and side of commode, 1.25-1.5" diameter, and 1.5" clear of wall
- g. Commode seat 17-19" height
- h. Toilet paper dispenser 19" minimum above floor
- i. Lavatory maximum 34" height, drain and hot water pipes insulated, and minimum 29" clearance below apron



- j. Mirror bottom 40" maximum above floor
- k. Urinal basin opening maximum 17" from floor
- l. Towel dispenser and disposal unit height 40" maximum above floor
- m. Faucet handles extended

10. Drinking Fountains:

- a. 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible
- b. On an accessible route
- c. Spout mounted 36" above floor
- d. Controls must be operable with one hand without grasping or twisting
- e. Wall mounted bottom of apron to floor 27" minimum; built in 30"x48" minimum in front of fountain

11. Warning Signals:

- a. If warning systems are provided, both visual and audible should be provided
- b. Signals must be perceptible above prevailing sounds
- c. Signals must be visual – flashing exit signs

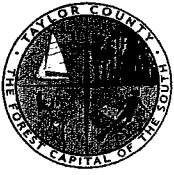
12. Meeting Rooms and Conference Areas:

- a. Are all rooms handicapped accessible
- b. Minimum of three wheelchair locations in lieu of seats
- c. Wheelchair locations must be on an accessible route
- d. Wheelchair locations forward access must be a minimum of 48" long x 33" wide and side access must be a minimum of 60" long x 33" wide
- e. Performing areas must be on an accessible route
- f. Listening systems must be audio looped and radio frequency acceptable

13. Public Telephones:

- a. Minimum of one per floor if phones are installed
- b. On an accessible route with clear floor space 30" x 48"
- c. Highest operable control 48" for front approach and 54" for parallel approach
- d. Control must be push buttons
- e. At least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing – impaired

Definition: Handicapped means wheelchair bound, mobility impaired, hearing impaired, deaf, and/or blind.



ATTACHMENT B

SELF-EVALUATION & TRANSITION PLAN PREPARATION

PARTICIPATING PARTIES

The below listed individuals, bodies, organizations, or firms have participated in the preparation of the Transition Plan based on results obtained from analysis of the completed Self-Evaluation Plan and/or Capital Improvement Plan (CIP) for each public and pedestrian facility, and roadway.

Review of each facility deficiencies identified in the Self-Evaluation format was conducted with goals established for correction to the maximum extent of the County's capability. Factors considered in assigning implementation timeframes include, but are not limited to, the number of known handicapped individuals currently residing in the jurisdiction, an assessment of potential for residence of handicapped individuals, age and material condition of the facility, intended use of the facility, potential for future use by handicapped persons, types of changes necessary to achieve compliance, estimated cost of achieving compliance, resource availability of the County to fund compliance changes, techniques available to obtain funding if not available, time frame estimates and/or projections based on current need and funding or on projected need and funding and any other unique non-quantifiable factors which may enter the decision process. The County's CIP serves as the transition plan for the roadway and pedestrian facility transition planning process.

It is herein emphasized that the goal of attaining full compliance has been set and has been the guiding criteria of the participants listed.

Participating Parties:

Taylor County Board of Commissioners

Taylor County Staff

The Florida Department of Transportation – Local Agency Program

Taylor County Local Coordinating Board for the Transportation Disadvantaged



**ATTACHMENT C
TRANSITION PLAN
FOR SECTION 504 COMPLIANCE**

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date
Hodges Park – Keaton Beach	Improvements to handicap accessibility of restroom	Yes – restrooms are compliant, but renovations are needed and repairs to restroom sidewalk are needed	Improvements are scheduled to be completed in 2015	May 2016
Forest Capital Hall	Handicap accessible restroom facilities	Yes	June 2015	October 2015
Forest Capital Hall	Handicap accessible stage in auditorium	Yes	June 2015	September 2015
Forest Capital Hall	Handicap accessible seating and hand railings in auditorium	Yes	October 2016	February 2017
Williams Fish Camp Landing (Mandalay)	Handicap accessible parking area for boater and ramp and docking improvements for enhanced accessibility	Yes	May 2015	April 2015
Steinhatchee Boat Ramp	Construction of restroom facilities with handicap accessible features	Yes	October 2017	June 2018
Steinhatchee Boat Ramp	Docking area improvements with hand railings and slip resistant surfaces to provide for handicap accessibility	Yes	March 2020	January 2021




**ATTACHMENT C
TRANSITION PLAN
FOR SECTION 504 COMPLIANCE**

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date
Taylor County Board of Commissioners Chamber Room	Improved audio and video system for chamber room	Yes	October 2020	January 2021
Keaton Beach Coastal Park	Restrooms with handicap accessibility	Yes	September 2016	August 2016
Keaton Beach Coastal Park	Non-boater parking facilities with handicap accessibility	Yes	September 2016	July 2016
Hodges Park	Restriping of parking facilities with designated handicap parking	Yes	April 2017	July 2016
Ash Street Roadway	Upgrade Pedestrian Sidewalk	No	December 2023	
1 st Ave South East Roadway, Steinhatchee	Upgrade Pedestrian Sidewalk	No	December 2022	
Administrative Complex Building	Upgrade Pedestrian Sidewalk	No	Sidewalks are within City ROW	
Green Street Sidewalk – LAP Project	Construct Pedestrian Sidewalk Extension	Yes	June 2020	March 2020
Old Dixie Highway Sidewalk – LAP Project	Construct New Pedestrian Sidewalk	No	December 2022	



**ATTACHMENT C
TRANSITION PLAN
FOR SECTION 504 COMPLIANCE**

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date
Pinecrest Street Sidewalk	Construct New Pedestrian Sidewalk	No	December 2027	
Hodges Park Renovation	Construct new sidewalk, parking, restrooms, and playground.	Yes, in need of upgrades	December 2022	
Taylor County Courthouse	Elevator upgrades and generator to ensure accessibility	Yes, in need of improvements	June 2022	
Southside Park	Parking and sidewalk improvements	No	December 2021	

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to review and approve grant application documents to the Gulf Consortium for the rehabilitation of Hodges Park.
	
MEETING DATE REQUESTED:	April 20, 2021

Statement of Issue: Board to review and approve grant application documents to be submitted to the Gulf Consortium for the rehabilitation of Hodges Park at Keaton Beach.

Recommended Action: Approval of the grant application documents.

Fiscal Impact: The County is requesting funding assistance in the amount of \$1,050,000. There is no match required from the County.

Budgeted Expense: Y/N Not applicable at this time.

Submitted By: Melody Cox, Grants

Contact: Melody Cox

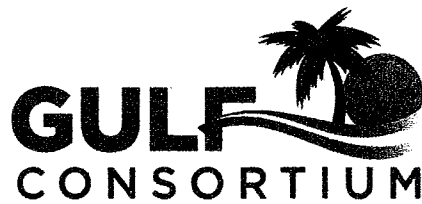
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County had previously submitted a State Expenditure Plan Amendment (SEP) to the Gulf Consortium requesting the rehabilitation of Hodges Park to be included in the SEP. This has been approved and the County is now eligible to submit a grant application to the Gulf Consortium for approval. The rehabilitation will include: construction of new restrooms, picnic pavilion, and parking facilities. A new playground with shade coverings will be installed. The beach will be re-nourished and beach appropriate native vegetation will be planted. New sidewalks and a boardwalk will be constructed. Security lighting will be installed as well as a sand volleyball court. The County was also awarded a Land and Water Conservation Grant (LWCF) for the project in the amount of \$300,000, however the U. S. Park Service has delayed execution of grant contracts due to the delay of tribal approval of LWCF projects in Florida. The contracts have been delayed until at least January 2022. The County has budgeted what was estimated to be sufficient funding for

the rehabilitation for the Hodges Park project in the SEP. Prior to submission of the forms included in the agenda package, Grants staff will be completing Data Observation Forms and a Milestone Matrix to be submitted to the Gulf Consortium.

Attachments:

Hodges Park Grant Application Documents



Abstract

The Gulf Consortium, through the subrecipient, Taylor County will complete the rehabilitation of Hodges Park at Keaton Beach. Though the County has one of the longest contiguous coastlines in Florida on the Gulf, Hodges Park is the ONLY public beach in the County. Hodges Park is essential to tourism and economic development and recovery. Taylor County will select a qualified contractor to complete the scope of work through the competitive bid process. The County will provide all engineering and project management services.

The rehabilitation will include: (1) demolition and new construction of restrooms and picnic pavilions; (2) removal of existing playground and installation of a new one with shade coverings; (3) installation of a sand volleyball court; (4) removal and construction of parking facilities; (5) construction of sidewalk and boardwalk to existing fishing pier; (6) beach re-nourishment and improved beach access; (7) removal of invasive vegetation and planting beach appropriate native vegetation; (8) security lighting; and (9) nature study area.

The Hodges Park Rehabilitation Project is consistent with and addresses the following Comprehensive Plan Goals:

Goal 5: Restore and Revitalize the Gulf Economy.

The rehabilitation project is consistent with, and addresses the following Comprehensive Plan Objectives:

Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects

The Hodges Park Project will be complete within 24 months of grant approval. .



PROJECT NARRATIVE

Project Title

Hodges Park Rehabilitation Project
Project No: 10-1

Introduction

The rehabilitation of Hodges Park at Keaton Beach involves the total rehabilitation of the 8.2 acre park and beach site. The project will improve public access to the Gulf and provide amenities for both active and passive recreation. Keaton Beach and the nearby coastal community of Steinhatchee are the key tourism locations in Taylor County. The rehabilitation includes; (1) demolition and new construction of restrooms and picnic pavilions; (2) removal of existing playground and installation of a new one with shade coverings; (3) installation of sand volleyball court; (4) removal of existing and construction of new parking facilities; (5) construction of sidewalks and boardwalk to existing fishing pier; (6) beach re-nourishment and improved beach access; (7) removal of invasive vegetation and planting of beach appropriate native vegetation; (8) security lighting; (9) nature study area.

The project addresses the Comprehensive Plan Goals:

Goal 5: Restore and Revitalize the Gulf Economy

and is consistent with:

Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects.

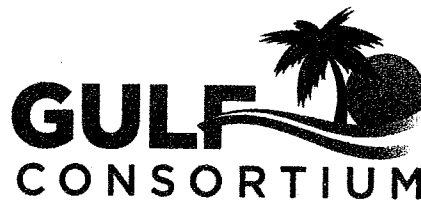
The Hodges Park Rehabilitation Project will enhance the local economy by providing adequate infrastructure to support tourism development and recreational opportunities encouraging a greater number of visitors to Taylor County to stay for longer periods thus increasing economic opportunities for local and regional businesses.

Public Engagement and Collaboration

Hodges Park is heavily used the majority of the year by both local citizens and the many visitors to the area. Public input has driven the need of the rehabilitation particularly in the playground, parking, and restroom areas. The project has been discussed in numerous public meetings and workshops and the project is included in the County's Capital Improvement Plan (CIP).

Methodology / Approach

The objective of the Hodges Park Rehabilitation Project is to provide improved and enhanced recreational and tourism development opportunities at Taylor County's only public beach on the Gulf. In



addition, the rehabilitation will provide protective measures to the environment and coastal habitat with adequate stormwater management facilities and the beach re-nourishment measures which include the removal of invasive vegetation.

Scope of work (What and How)

Describe the scope of work for the proposed activity; if proposing a program, rather than a project or activity, provide specific tasks regarding the program's activities and operations. (The applicant should contact Council Staff for further guidance prior to combining several small projects or activities into a single program).

Roles and responsibilities (Who)

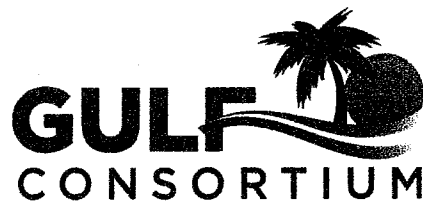
Describe roles and responsibilities of key organizations, including sponsoring Council members organization(s), partners, subrecipients, contractors, (if known at this time), and any important co-funder(s) for the project. Note that details regarding expertise, specific individuals, etc., will be captured in the corresponding budget narrative and the detailed budget.

Roles and Responsibilities Table: (For example only; this table is optional and provided only as tool for illustrative purposes)

Organization/ Agency/Company	Role	Duties
<i>The Gulf Consortium</i>	<i>Grant recipient – project implementation</i>	<i>Grant application preparation, grant management, performance and financial monitoring and reporting, sub-recipient agreement development, procurement reviews, fiscal services</i>
<i>Taylor County</i>	<i>Will provide project design and engineering and serve as Project Manager to complete the project</i>	<i>Complete design and engineering, prepare all bid documents, coordinate receipt of the Environmental Resource Permit and local building permit, serve as Project Manager, coordinate procurement of construction services and award of construction contract, coordinate financial requirements of the grant, approve all construction work, and project close out.</i>
<i>To be determined by Competitive Bid Process</i>	<i>Contractor to complete the rehabilitation of Hodges Park</i>	<i>Complete all aspects of the Scope of Work for the rehabilitation project as per project bid documents and associated construction contract.</i>

Location (Where)

Hodges Park at Keaton Beach is located at 21275 Keaton Beach Drive, Perry, Florida 32348. Hodges Park is approximately fifteen miles from the City of Perry and approximately nineteen miles from the coastal community of Steinhatchee. This area is also known as the "Big Bend Region" or "Nature Coast". Hodges



Park is located in Florida's Congressional District 2. Location maps and GIS files are attachments to the grant application.

Project/Program Duration (When)

Taylor County anticipates beginning the project in January 2022 (contingent on execution of grant contract) and total completion of the rehabilitation project no later than December 2023. Due to heavy use of the beach, the County hopes to complete all construction work in "off season" months. The period of performance is anticipated to be 01/01/2022 to 12/31/2023. Pre-award costs are authorized only for grant application services and sub-recipient grant agreement development.

Approach (How)

Upon approval of the grant application by the Gulf Consortium, the County will finalize the design and engineering plans, obtain required permitting, and bid out the project through the competitive bid process. A construction contractor will be selected and a contract will be awarded for the rehabilitation of Hodges Park immediately upon execution of a grant agreement. It is anticipated that most construction work will be completed "off season" as Hodges Park is heavily used as it is the only public beach on the Gulf in Taylor County. The County Engineer will serve as the Project Manager throughout the life of the project to insure all elements of the scope of work are completed as per the bid document specifications and to coastal friendly standards.

Supporting Information (Why)

Hodges Park is in serious need of rehabilitation for numerous reasons including but not limited to: (1) meet current ADA standards; (2) adequate stormwater management facilities; (3) safe playground equipment with shade coverings; (4) additional and enhanced parking facilities; (5) additional recreational opportunities; and (6) adequate restroom facilities to support the high usage of the park and beach.



Risks and Uncertainties

The Hodges Park Rehabilitation Project has very limited risks and uncertainties as the site is a heavily used park and beach already. Permitting has a minimal risk as the County has obtained Environmental Resource Permits (ERP) in the past for improvements at the park. All rehabilitation work will be completed within the parks existing footprint and a modification to the previous ERP may be possible. Improvements which are being made will substantially improve current stormwater management issues. The only other risk or uncertainty is the possibility of tropical storm events during the construction process. Even this is minimal as most construction work will be completed outside of the traditional hurricane/tropical storm season.

Leveraged funds

Taylor County will be providing design and engineering services as well as project management and grant administration services. As a fiscally constrained County and a designated Rural Area of Opportunity and one of economic concern, the County will not be providing a cash match. The County may also apply for and/or receive funding assistance through the FDEP Coastal Partnership Initiative (CPI) or FDEP Land and Water Conservation Fund (LWCF) if any other future additional improvements or elements are added to the Hodges Park project.

Metrics

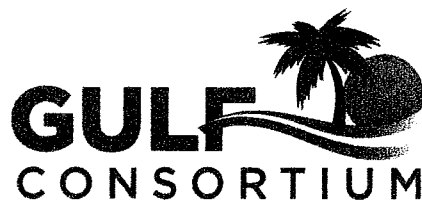
As the Hodges Park Rehabilitation Project is consistent with and addresses "Object 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects", the project is consistent with Metric RES007 (# of improvements to recreational habitat/infrastructure). Detailed Metrics information is an attachment to the grant application.

Environmental Benefits

The rehabilitation project will provide protective measures to the environment and coastal habitat with adequate stormwater management facilities with the construction of new parking facilities and the use of permeable pavers. The beach re-nourishment measures will include the removal of invasive vegetation and the planting of beach appropriate native vegetation.

Environmental Compliance

The Environmental Compliance Checklist is an attachment to the grant application. The Hodges Park Rehabilitation Project poses no negative environmental impacts or threats. Environmental Resource Permits (ERP) have previously been obtained for site development and all rehabilitation and/or new work will be located within the existing footprint of the park site.



BUDGET NARRATIVE

1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of \$1,050,000 is being requested.
- Funding will be used for the total rehabilitation of Hodges Park at Keaton Beach. This includes site work, demolition and removal of existing facilities and all construction outlined in the Project Narrative of the grant application.
- Funding will also support project management, including financial and technical oversight, legal support, and fiscal services as per services contracted by the Gulf Consortium.
- The County will provide design, engineering, construction Project Management and inspection services, grant administration, and Environmental Resource Permit (ERP) fees and associated costs.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$1,050,000.00
<i>Total Pre-Award Funds Requested</i>	<i>\$ 6,600.00</i>
<i>Total Direct Costs Requested</i>	<i>\$1,050,000.00</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$0</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 PRE-AWARD COSTS (applicable to grant applications only)

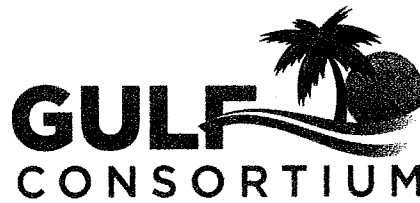
Pre-award costs have been authorized to allow for some of the established contractual costs for preparation of grant application (The Balmoral Group as contracted by the Gulf Consortium for management services) and for development of draft sub-recipient agreements (Nabors, Giblin & Nickerson as contracted by the Gulf Consortium for legal services). The estimated time for grant application development and sub-recipient agreement efforts are 30 hours for the Balmoral Group (\$5,100) and 6 hours for Nabors, Giblin, & Nickerson (\$1,500).

TOTAL PRE-AWARD FUNDS REQUESTED	\$6,600.00
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3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 PERSONNEL

No costs will be incurred by Personnel for project.



3.2 FRINGE BENEFITS

No fringe benefits costs will be incurred for project.

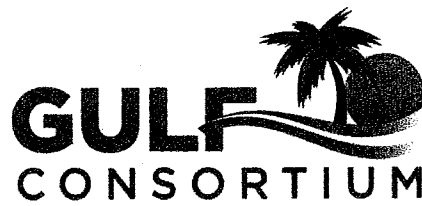
3.3 TRAVEL

No travel costs will be incurred for project.

3.4 CONSTRUCTION and LAND ACQUISITION

Taylor County will be completing all elements in the Hodges Park rehabilitation by the competitive procurement process. A procurement and/or purchase will be in compliance with 2 CFR 200 Standards as well as any other applicable policies and procedures. Upon approval of the grant application, the County will finalize the design and engineering plans (as well as obtain required permits) and advertise, receive and award bids for construction services required to complete the project.

- a. *Construction Management and Legal Expenses*—No expenses will be incurred using grant funds.
- b. *Land, structures, rights-of-way, appraisals, etc.*—No expenses will be incurred using grant funds.
- c. *Relocation expenses and payments*—No expenses will be incurred using grant funds.
- d. *Architectural and engineering fees*—The County will provide all design and engineering services and no expenses will be incurred using grant funds.
- e. *Other architectural and engineering fees*—No expenses will be incurred using grant funds.
- f. *Project inspection fees*—The County will provide all project inspection services. No expenses will be incurred using grant funds.
- g. *Site work*—The County estimates expending \$507,095 in site work. The site work services will be procured competitively and as per the County's design and engineer plans. Site work will include: a new parking facility using permeable pavers, sidewalks, beach re-nourishment, planting of native vegetation, installation of security lighting and power poles, and any site work needed for construction activities.
- h. *Demolition and removal*—The County estimates expending \$80,000 for demolition and removal of existing picnic pavilions, restrooms, parking area, and playground. Demolition and removal services will be obtained through the competitive procurement process.
- i. *Construction*—The County anticipates expending \$350,000 on the construction of restrooms, picnic pavilion, and a boardwalk to the existing fishing pier. All construction services will be obtained through the competitive procurement process.
- j. *Contingencies*—The County has set aside \$35,000 in contingencies for any unexpected or unknown costs associated with the project. With rising material costs, rising fuel costs, and with the project construction not to be underway until 2022, current estimates will more than likely increase.



Budget Category	Item Name/Description	Unit Cost	Quantity or Rate	Total Cost	Pre-Award Costs?
Site Work	Parking facilities, sidewalks, beach re-nourishment, security lighting, and general site preparation	\$507,095.00	TBD	\$507,095.00	<input checked="" type="checkbox"/>
Demolition and Removal	Demolition and removal of existing structures	\$80,000.00	TBD	\$80,000.00	<input type="checkbox"/>
Construction	Restrooms, picnic pavilion, and boardwalk	\$350,000.00	TBD	\$350,000.00	<input checked="" type="checkbox"/>
Contingencies	Unexpected or unknown project and construction costs	\$35,000.00	TBD	\$35,000.00	<input type="checkbox"/>
					<input checked="" type="checkbox"/>

TOTAL CONSTRUCTION/LAND ACQUISITION: \$972,095.00

3.5 EQUIPMENT

The County Engineer has estimated the new playground with shade coverings will have an approximate cost of \$60,000. This estimate is based on previously obtained quotes and recently completed playground projects in the County. The playground equipment and shade coverings will be purchased through the competitive procurement process in compliance with 2 CFR 200 Standards and all other applicable procurement policies and regulations.

Item Name/Description	Unit Cost	Quantity	Total Cost	Pre-Award Costs?
Playground Equipment with Shade Coverings	\$60,000	1	\$60,000.00	<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input checked="" type="checkbox"/>

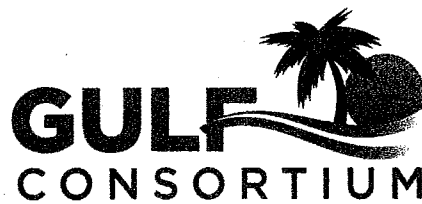
TOTAL EQUIPMENT: \$60,000.00

3.6 SUPPLIES

No supply costs will be incurred for project.

3.7 OTHER DIRECT COSTS

No direct costs will be incurred for project.



3.8 SUBRECIPIENTS

As the sub-recipient of the grant, Taylor County will be expending all grant funds via procurement.

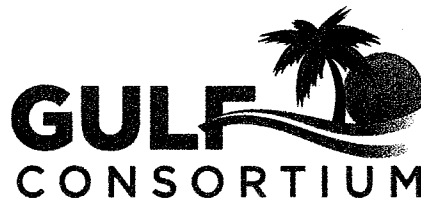
Categories in which the funds will be expended are:

- 2.0 Pre-Award Costs
- 3.4 Construction and Land Acquisition
- 3.5 Equipment
- 3.9 Contractors/Consultants

All expenditures will be made through the competitive procurement process in compliance with 2 CFR 200 Standards and all other federal, state, Gulf Consortium, and local purchasing and procurement policies and procedures. No grant funds will be retained or used to fund County staff who are involved in overseeing the project including Engineering staff.

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors, Giblin, & Nickerson will be the contractors providing management and legal services on the project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services.
2. *Method of Selection*—The Balmoral Group and Nabors, Giblin, & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. An inter-local agreement with Leon County and the Gulf Consortium was developed in order for Leon County to serve as fiscal agent.
3. *Period of Performance*—06/01/2021 to 12/31/2023 (total project completion); pre-award costs authorized for the Balmoral Group and Nabors, Giblin, & Nickerson to work on grant application and sub-recipient agreements.
4. *Scope of Work*—The scope of work for the Balmoral Group includes: grant application preparation and submission, grant management and sub-recipient monitoring, and all post-award reporting. Nabors, Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establishment of sub-recipient agreements. Fiscal agent (Leon County) will be responsible for an additional level of financial accountability and disbursement of funds to sub-recipients and contractual service providers.
5. *Method of Accountability*—The Gulf Consortium Board of Directors will be responsible for monitoring consultants. At Consortium board meetings, approximately 5 times per year, the board reviews expenses and accomplishments of Consortium consultants.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/year; 61 hours total), legal services (Nabors, Giblin, & Nickerson, 30 hours total), and fiscal agent services (3 basis points on total costs). Fiscal agent services are budgeted at the rate agreed to between the Gulf Consortium and Leon County of 3 basis points of total disbursements. Note: only a portion of the total contractual costs for The Balmoral Group and Nabors, Giblin, & Nickerson are for pre-award



efforts for grant application development: 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors, Giblin, & Nickerson (\$1,500).

7. NICRA – NA

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	Grant management, oversight, reporting	\$170/hr	61 hours	\$10,370.00	<input checked="" type="checkbox"/>
Nabors, Giblin, & Nickerson	Subrecipient agreements and legal services	\$250/hr	30 hours	\$7,500.00	<input checked="" type="checkbox"/>
Leon County Clerk	Fiscal agent services	3 basis points	% of total disbursements	\$35.00	<input type="checkbox"/>

TOTAL CONTRACTUAL: \$17,905.00

TOTAL OF DIRECT COSTS \$1,050,000.00

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

There will be no indirect costs incurred for project.

5.0 PROGRAM INCOME

No program income will be incurred.

6.0 CASH DRAWDOWN PROJECTIONS

The following table summarizes the estimated cash drawdown projections:

Expected Project Start Date	End of semi-annual fiscal period	Cash Drawdown Projection	Cumulative Total
04/01/22	09/30/22	\$190,000	\$190,000
10/01/22	03/31/23	\$557,100	\$747,100
04/01/23	09/30/23	\$202,900	\$950,000
10/01/23	12/31/23	\$100,000	\$1,050,000

Supplemental Budget Template

SF-424A / SF-424C

6	Object Class categories	Subrecipient Name (if known; if not known briefly describe anticipated role)					TOTAL (6)
		Gulf Consortium					
		1	2	3	4	5	
a	Personnel	-	-	-	-	-	-
b	Fringe Benefits	-	-	-	-	-	-
c	Travel	-	-	-	-	-	-
d	Equipment	-	-	-	-	-	-
e	Supplies	-	-	-	-	-	-
f(1)	Contractual	17,905	-	-	-	-	-
f(2)	Subrecipient(s)	-	-	-	-	-	17,905
	Construction or Land Acquisition						-
g1	- Construction Management / Legal Expenses	-	-	-	-	-	-
g2	- Land, Structures, etc.	-	-	-	-	-	-
g3	- Relocation	-	-	-	-	-	-
g4	- Architectural and Engineering fees, etc.	-	-	-	-	-	-
g5	- Project Inspection Fees	-	-	-	-	-	-
g6	- Site Work	507,095	-	-	-	-	-
g7	- Demolition and Removal	80,000	-	-	-	-	507,095
g8	- Construction	350,000	-	-	-	-	80,000
g9	- Equipment	60,000	-	-	-	-	350,000
g10	- Miscellaneous	-	-	-	-	-	60,000
	Construction SUBTOTAL (lines g1-g10)	997,095	-	-	-	-	-
g11	- Contingencies (applicable to construction only)	35,000	-	-	-	-	997,095
g	Total Construction/Land Acquisition Charges	1,032,095	-	-	-	-	35,000
h	Other	-	-	-	-	-	1,032,095
i	TOTAL Direct Charges (sum of 6a - 6h)	1,050,000	-	-	-	-	-
	Enter the federally approved indirect rate (%)		0.00%	0.00%	0.00%	0.00%	1,050,000
j	Allowable Indirect Charges *	-	-	-	-	-	-
k	TOTALS (sum of 6i and 6j)	1,050,000	-	-	-	-	1,050,000

- * Note: Where Allowable Indirect Charges are included, a copy of the subrecipient's current Negotiated Indirect Cost Rate Agreement must be submitted.
- * Using De Minimis indirect rate, indirect costs are simple 10% of Modified Total Direct Costs (MTDC)
- * MTDC includes all salary, fringe, materials and supplies, contractual costs, travel, and the first \$25k of subawards



Council Environmental Compliance Checklist

Taylor County will apply for an Environmental Resource Permit (ERP) from Suwannee River Water Management District (SRWMD) and FDEP upon approval of the grant application. An ERP was previously obtained for site development. A modification to the previously obtained permit may be possible as all rehabilitation work, as well as new work will be completed within the footprint of existing facilities. The County has already completed an Environmental Screening Form (ESF- NPS Form 10-904) which was approved by FDEP for Land & Water Conservation Funding (LWCF).

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Endangered Species Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Historic Preservation Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Magnuson-Stevens Act (Essential Fish Habitat)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Fish and Wildlife Coordination Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Zone Management Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Barrier Resources Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Farmland Protection Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 404	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 401	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
River and Harbors Act Section 10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Protection, Research and Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Mammal Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Marine Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Migratory Bird Treaty Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
Bald and Golden Eagle Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Air Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

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

Board to review and approve Request For Proposal (RFP) documents for the Taylor County Community Transportation Coordinator (CTC) as required by the Florida Commission for the Transportation Disadvantaged.

MEETING DATE REQUESTED:**April 20, 2021**

Statement of Issue: Board to approve the RFP documents.

Recommended Action: Approve the RFP documents to advertise for a Community Transportation Coordinator.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Big Bend Transit is the current Community Transportation Coordinator and their contract expires with the Florida Commission for the Transportation Disadvantaged on June 30, 2021. The TD Commission requires the County to advertise and receive RFP's which complies with the TD requirements and Chapter 427 Florida Statutes. The TD Commission is the funding agency for the County to have transportation disadvantaged services. Big Bend Transit has served as the CTC for over 20 years in Taylor County. The Bid Review Committee will be: LaWanda Pemberton, Jami Evans, Theresa Copeland, and Melody Cox.

Attachments: Request For Proposal for a Community Transportation Coordinator

**Request for Proposals
Taylor County Community Transportation Coordinator
For the Transportation Disadvantaged Program**

**SECTION ONE
GENERAL REQUIREMENTS**

In 1989, the Florida Legislator passed the amended Chapter 427, Florida Statutes, creating the Florida Commission for the Transportation Disadvantaged and improving the coordination of transportation services for transportation disadvantaged persons. Following approval of the legislation, the Commission developed and adopted Rule 41-2, Florida Administrative Code, implementing the revised statutes.

The goal of the legislation and agency rule is to effectively coordinate funds and activities for providing transportation for transportation disadvantaged persons. This is to be accomplished by a designated Community Transportation Coordinator, who may provide the transportation on their own or broker transportation to qualified transportation operators.

This Request for Proposals will lead to the designation of the most qualified company as the Community Transportation Coordinator. The response to this Request will be in one of two ways.

1. As a Community Transportation Coordinator only (a broker which does not itself provide transportation services); or
2. As a Community Transportation Coordinator, which will provide some/most of the transportation but may broker some transportation services through the utilization of other transportation operators.

GENERAL INFORMATION

1. Competitive Sealed proposals differ from competitive sealed bidding in several areas.
 - A. No proposal information will be made public until the planning agency provides notice of a decision or intention pursuant to S.120.54(5)(b), the Model Rules of Procedure, or within ten (10) days after bid or proposal opening, whichever is earlier.
 - B. All criteria for evaluation of proposals will be set forth in this Request for Proposals in order of importance. Only these criteria will be used to determine the best response. Annual Budget, Cost Proposals, and Fare Proposals will not be opened until proposals are ranked according to the evaluation criteria by the Technical Review Committee and will be submitted in a separate sealed envelope with the Technical Proposal.
 - C. Negotiations may take place with responsible company after their responses are opened for purposes of clarification and modification of the contract. The company will be given equal treatment with respect to discussions held and all information requested shall be obtained to yield the best possible offers for the services requested.

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Taylor County Community Transportation Coordinator
For the Transportation Disadvantaged Program

- D. Awards shall be made to the company whose qualifications and response is determined to be the most advantageous to the Taylor County Board of County Commissioners, hereinafter called the "Board", the State of Florida and the transportation disadvantaged population of Taylor County.
 - E. Inquiries about this RFP, shall be in writing and must be received by the Agency no later than May 3, 2021. All inquiries are to be made only with the contact person listed in the RFP. If any inquiries require an addenda to the RFP it will be posted on line at www.taylorcountygov.com by May 4, 2021.
 - F. All proposals must be signed by an authorized corporate officer, principal, or partner (as applicable).
 - G. The proposer must submit one (1) original and three (3) copies of the complete proposal at the date and time specified in the legal notice including one (1) original and three (3) copies of the Annual Budget, Cost Proposal, and Fare Proposal.
3. The issuance of the Request for Proposals constitutes an invitation to present proposals from qualified and experienced companies. The Board reserves the right to determine, in its sole discretion, whether any aspect of the statement of proposal satisfactorily meets the criteria established in this Request for Proposals, the right to seek clarification from any company or companies submitting a response, and the right to reject any or all responses with or without cause. The Board also reserves the right to modify the scope to be considered for this project. In the event that this Request for Proposals is withdrawn by the Board, or that the Board does not proceed for any reason including but not limited to the failure to occur of any of those findings or events set forth herein, the Board shall have no liability to any company for any costs or expenses incurred in connection with the preparation and submittal of this Request for Proposal or otherwise. Any exceptions to the Scope of Work (Section 2) or any requirement of the RFP must be identified on the Affidavit of Compliance Form. Failure to do so may result in the disqualification of the proposal.
4. Governing Law. The Community Transportation Coordinator (CTC) shall be bound by the provisions of Florida law relating to the transportation disadvantaged programs. The provision of Florida laws existing at the time of execution of Memorandum of Agreement (MOA) between the CTC and the Commission for the Transportation Disadvantaged shall prevail over the terms of the contract unless informed otherwise by the Commission. The CTC specifically agrees without hesitation to be bound by the provision of Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code, as they may be changed from time to time, provided, however, the CTC may request relief if changes in said law materially alter the costs of providing services.
5. No Lobbying Provision. All companies are hereby placed on formal notice that neither the Board of Commissioners, nor any members of the Taylor County Transportation Disadvantaged Local Coordinating Board, nor any employees

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For the Transportation Disadvantaged Program

from the Board of Commissioners, nor any members of the RFP Technical Review Committee, nor any Commissioners or staff of the Commission for the Transportation Disadvantaged, are to be lobbied either individually or collectively concerning this project. Companies and their agents who intend to submit a proposal for these services are hereby placed on formal notices that they are not to contact members of the Board of Commissioners, nor staff members other than the contact person, outside of regular Board meetings for such purposes as holding meetings of introductions, meetings related to the selection process, outside of those specifically scheduled by the Board for negotiations. Failure to comply with this requirement shall result in the immediate disqualification of such company by the Board from further consideration of the project.

6. Lack of knowledge of conditions or difficulties that may exist prior to the Proposal opening or of conditions or difficulties that may be encountered in the execution of the work pursuant to this proposal package as a result of failure to make the necessary examinations and investigations, shall not excuse the performance, or lack thereof by the successful company, and the successful company shall fulfill in every detail, all of the requirements of the proposal package documents and attachments thereof. Likewise, lack of knowledge of preexisting conditions or difficulties, or conditions or difficulties encountered in the execution of the work pursuant to this proposal package, shall not support any claims whatsoever for extra compensation or for any extension of time.
7. The successful company shall maintain suitable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods. The Commission for the Transportation Disadvantaged reserves the right to determine the record keeping methods required in the event of nonconformity. These records shall be maintained for five years after completion of the project and shall be readily available to the Board and Commission personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.
8. Indemnity. The successful company awarded the designation of Community Transportation Coordinator (CTC) shall indemnify and hold harmless the Taylor County Board of County Commissioners, and their agents and employees from and against all claims, demands, actions or suites for injury, sickness, disease or death to CTC employees or other persons, or damage to property, including loss of use thereof, including attorney's fees, arising out of or resulting from the performance of the CTC's obligations under this contract award. The CTC is an independent contractor. The CTC agrees to defend, on behalf of the Board any suits brought jointly against the CTC and the Board or against the Board together or separately, arising out of any aforesaid causes, and to reimburse the Board for attorney's fees, settlements, costs, judgments, satisfactions, or other expenses incurred by the Board in any manner connected with any suits or claims. For ten

**Request for Proposals
Taylor County Community Transportation Coordinator
For the Transportation Disadvantaged Program**

dollars (\$10.00) and other specific valuable consideration the receipt and sufficiency of which is hereby acknowledged, the CTC agrees that its obligation to the Board extends to and includes liability for the sole, contributory, or concurrent negligence of the Board, its employees or agents. This responsibility shall include but not be limited to, liability for damages resulting from injury or damage to any employee of the CTC, regardless of whether the CTC has paid the employee under the provisions of any workmen's compensation laws or similar legislation.

9. **Public Entity Crimes.** As required by Florida Statute 287.113(2)(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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 S287.017 for Category Two (\$15,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Any person must notify the Board with thirty (30) days after a conviction of a public entity crime applicable to that person or to an affiliate of the person.
10. **Venue.** In the event of any legal action, the venue will be Taylor County, Florida. The laws of the State of Florida shall govern in connection with the formation, performance, and the legal enforcement of any resulting contracts.
11. Taylor County reserves the right to visit proposer's site at any time.
12. No proposer may submit multiple bids. Only one (1) submittal will be accepted per individual owner(s)/partners.
13. All materials submitted as response to this Request for Proposals shall become the property of Taylor County.
14. The County reserves the right to use any and all information presented in any response to the Request for Proposals. Acceptance or rejection of the proposal does not affect this right.
15. The names of the organizations submitting the proposals will be recorded at the time of opening and announced publically.

**Request for Proposals
Taylor County Community Transportation Coordinator
For the Transportation Disadvantaged Program**

SECTION TWO

SCOPE OF WORK

The performance standards and scope of work that are the responsibility of the designated Community Transportation Coordinator (CTC) are partly described below. The following is a summary of the responsibilities that the CTC will be expected to perform.

1. In cooperation with, and approved by, the Taylor County Transportation Disadvantaged Local Coordinating Board, the CTC shall develop, negotiate, and implement a Memorandum of Agreement (MOA) including a service plan for submittal to the Commission for the Transportation Disadvantaged. The Transportation Disadvantaged Service Plan must be completed no later than 120 days after the Commission for the Transportation Disadvantaged officially designates the CTC.

The MOA will be a three (3) year contract and shall be subject to annual review and evaluation. The MOA shall be negotiated and signed prior to initiation of transportation services by the designated Community Transportation Coordinator (CTC).

2. The CTC shall maintain an accounting system in accordance with accounting procedures adopted by the Commission of the Transportation Disadvantaged, "Rural Transportation Accounting A Model Uniform Accounting System for Rural and Specialized Transportation Providers."
3. The CTC shall collect annual operating data and submit an Annual Operating Report to the Commission for the Transportation Disadvantaged by September 15th of each year with a copy provided to the Board for the Taylor County Transportation Disadvantaged Local Coordinating Board. The CTC must submit this report to the Taylor County Transportation Disadvantaged Local Coordinating Board for review prior to submitting it to the Commission for the Transportation Disadvantaged.
4. The CTC shall comply with the Commission for the Transportation Disadvantaged service standards.
5. The CTC will be required to undertake a competitive procurement process to identify eligible transportation service providers for the delivery of transportation services if the CTC is not the direct provider of transportation services. The CTC shall review all transportation operators' contracts annually.
6. The CTC, with guidance from the Taylor County Transportation Disadvantaged Local Coordinating Board, shall develop Purchase of Service Contracts and Coordination Contracts, as needed.

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7. The CTC shall undergo an annual evaluation conducted by the Taylor County Transportation Disadvantaged Local Coordinating Board in order to review and determine the CTC's performance in general and relative to the standards established by the Commission for the Transportation Disadvantaged and the Transportation Disadvantaged Local Coordinating Board. The evaluation tools used by the Transportation Disadvantaged Coordinating Board to assess the CTC's performance include modules from the *"Evaluation Workbook for Community Transportation Coordinators and Providers in Florida"* developed by the Commission; user surveys; and a review of the success of the CTC in fulfilling the goals and objectives adopted by the Transportation Disadvantaged Local Coordinating Board in the Transportation Disadvantaged Service Plan.
8. The CTC will be responsible for monitoring the system to ensure that service to the clients is provided in a safe, reliable, efficient manner. The CTC will be responsible for investigating any problems and issues that arise and providing customer service (information, complaints, and commendations).
9. The CTC shall assure compliance with applicable drug and alcohol testing, Equal Employment Opportunity, Section 504 Federal Regulations, Americans with Disabilities Act, Title VI, Disadvantaged Business Enterprise, safety, and insurance requirements which are federal, state or local law, or adopted policies of the Commission for the Transportation Disadvantaged.
10. The CTC shall attend all Taylor County Transportation Disadvantaged Local Coordinating Board meetings and subcommittee meetings to provide quarterly reports, service information, answer questions, and respond to individual or agency concerns about service.
11. The CTC shall identify, record and report to the Taylor County Transportation Disadvantaged Local Coordinating Board on a quarterly basis at a minimum: complaints (number and type for all trips); non-sponsored grants summary (including trip and monthly expenditure); trip purpose for non-sponsored program; and trip summary by agency. The Taylor County Transportation Disadvantaged Local Coordinating Board or the Board of Commissioners may request additional data as needed. The CTC will notify the Taylor County Local Coordinating Board immediately in the event of emergency, critical, or applicable significant events.
12. The CTC shall maintain a manager in the service area who is authorized to make all day-to-day decisions on operations. The CTC shall maintain sufficient office staff to perform all required administrative activities. The CTC shall ensure that the facility meets all local, state and federal requirements and standards.

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13. The CTC shall integrate the use of school buses and public transit, where possible and cost-effective, into the Transportation Disadvantaged Service Plan.
14. The CTC shall, in cooperation with the Taylor County Transportation Disadvantaged Local Coordinating Board, review all applications for local, state and federal government transportation disadvantaged funds, and develops cost-effective coordination strategies.
15. The CTC shall, in cooperation with the Taylor County Transportation Disadvantaged Local Coordinating Board and pursuant criteria developed by the Commission, establish rider eligibility and trip priorities of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund moneys.
16. The CTC will be responsible for screening applicants for the Transportation Disadvantaged Program, according to the Transportation Disadvantaged Local Coordinating Board's eligibility criteria policy. The CTC will undertake a complete re-certification of all the clients in the Transportation Disadvantaged Program.
17. The CTC shall have full responsibility for the coordination and delivery of transportation services for the transportation disadvantaged as outlined in 427.015(2), Florida Statutes, resulting in the best service at optimal cost.
18. The CTC shall be responsible for assigning trips to the contracted operators. The CTC shall pay the contracted operators for all authorized and completed trips.
19. The CTC shall incorporate the Transportation Disadvantaged Local Coordinating Board's grievance and complaint procedures into its administrative procedures. The CTC shall be responsible for the monitoring and reporting of complaints, grievances and commendations. The CTC shall ensure the Taylor County Local Coordinating Board and appropriate staff are made aware of all complaints which are not resolved or formal grievances in a timely manner.
20. The CTC MUST be able to comply with all terms of the State of Florida Commission For The Transportation Disadvantaged Memorandum of Agreement. A sample of the MOA is an attachment to the RFP.

**Request for Proposals
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SECTION THREE

GUIDELINES

1. Each company shall be responsible for reading and completely understanding the requirements and specifications contained herein. **The deadline for submission of proposals will be strictly adhered to.** Late proposals will be returned unopened with the notations, **“This proposal is not being considered because it was received after the delivery date and/or time designated for receipt in the legal notice.”**
2. It is the responsibility of the company to prepare the proposal as clearly as possible to avoid any misinterpretation of the information presented. Proposals will be reviewed and evaluated solely on the basis of the information contained therein. **Modifications or changes cannot be made to the proposals after they are opened.**
3. Proposals must be prepared and submitted in the order they are requested.
4. Inquiries about this Request for Proposals shall be in writing and must be received by Jami Evans, Taylor County Transportation Disadvantaged Planning Grant Manager no later than May 3, 2021. Ms. Evans can be reached at 850-838-3553 or at jevans@taylorcountygov.com. Ms. Evans office is located at 401 Industrial Park Drive, Perry, FL 32348.
5. If any requested information is not applicable to the company, the company must so state in the appropriate sections(s) of the proposal. A justification / explanation as to why the requested information is not appropriate must be included.
6. Companies responding to this request shall bear all costs and expenses associated with its preparation. No claims shall be submitted to the Taylor County Board of County Commissioners for preparation or presentation of proposals.
7. An authorized corporate officer, principal or partner (as applicable) must sign all proposals.
8. The criteria for evaluation of proposals are provided. **Only these criteria will be used to determine the best response.** Annual Budget, Cost Proposals, and Fare Proposals will **not** be reviewed by the RFP Technical Evaluation Committee until the Technical Proposals are assigned points according to the evaluation criteria.
9. Awards shall be made to the company whose qualifications and response shall be determined to be most advantageous to the Taylor County Board of County Commissioners, the State of Florida, and the Taylor County transportation disadvantaged population.

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Taylor County Community Transportation Coordinator
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10. All questions concerning the specifications of the Request for Proposals must be directed through Jami Evans, Transportation Disadvantaged Planning Grant Manager, 401 Industrial Park Drive, Perry, Florida 32348; or telephone number (850) 838-3553, or at jevans@taylorcountygov.com. All telephone conversations are to be considered unofficial responses and will not be binding. Questions verifying the Request for Proposal content, if appropriate, will be responded to in writing. The written response will also be posted at www.taylorcountygov.com by May 4, 2021.

All proposals must be received at the Taylor County Board of County Commissioners, at the address below, no later than 4:00 pm, Eastern Time May 14, 2021. **Late proposals will be rejected.** Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal. Proposals will be opened May 18, 2021 at 9:00 AM Eastern Time at a regular scheduled Board of Commissioners meeting.

Address the Outside Mailing Envelope as Follows:

Taylor County Board of County Commissioners
Attn: Gary Knowles Taylor County Clerk of the Court
Post Office Box 620, Perry, Florida 32348

Or hand delivered to:
Taylor County Board of Commissioners
Attn: Gary Knowles, Taylor County Clerk of Courts
108 North Jefferson Street, Suite 102
Perry, FL 32347

The envelopes must be clearly marked "Taylor County Transportation Coordinator Technical Proposal" and contain one (1) original clearly marked as "original" and three (3) copies of the Technical Proposal

In the same envelope of the Technical Proposal(s) must be a second sealed envelope that contains one (1) original and three (3) copies of the Annual Budget, Cost Proposal and Fare Rate. This envelope will not be opened until the review and ranking process is completed by the Technical Review Committee.

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The proposals must be submitted on 8 ½" X 11" paper, numbered, typewritten with headings, sections, and sub-sections identified appropriately.

Proposals shall remain in effect for one hundred eighty (180) calendar days from date of submission. The Taylor County Board of County Commissioners reserves the exclusive rights to:

1. Waive any informality of the selection process.
2. Accept or reject any and/or all proposals in part or in whole, with or without cause.
3. Request additional information, if appropriate.
4. Limit and determine the actual contractual services to be included in a final proposed contract, and
5. Reject all submittals if found by the Board not to be in the best interest of this jurisdiction.

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**SECTION 4
TECHNICAL PROPOSAL**

PROPOSAL CONTENTS

The Technical Proposal contents are predicated on requirements of the designated Community Transportation Coordinator described in Rule 41-2, Florida Administrative Code. The Technical Proposal must be prepared to address the following areas in the order that they are presented. Where required, provide resumes, examples of reports, and specifications or other relevant material to support the proposal. Consecutively number all pages of the Technical Proposal.

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Taylor County Community Transportation Coordinator
For the Transportation Disadvantaged Program

Technical Proposal

1. Coordination Plan.

Provide a plan describing how coordination of transportation for the disadvantaged will be implemented to provide coordination and delivery of coordinated transportation services to meet the transportation disadvantaged needs in the specified service area. This plan shall address the needs identified in the Transportation Disadvantaged Service Plan. The plan must address, at a minimum, the following issues.

- a. The number and types of vehicles that are needed to meet the stated needs. State who will provide the vehicles that will be used in the service area. Describe the process used to acquire vehicles used in the service area. Estimate the amount of time required in order to provide the vehicles used in the service area. Describe how the vehicles are to be equipped with seating, wheelchair lifts, and/or stretcher tie-downs.
- b. The method of coordination to be used in scheduling trips. Describe the procedure used from the time a call requesting a trip is received by the CTC through tabulation and to a mailing a bill to the sponsoring agency. This shall include, but not limited to: handling of call, establishing driver routing sheets, recording actual trips provided by the agency, and preparation of agency invoice. Indicate the compute software that will be used to perform these tasks and provide examples of manifests, invoices, etc.
- c. The method the CTC would use to place trips with transportation operators.
- d. Experience of the company proposing to be the CTC and at least three (3) names, address, and phone numbers of references that can verify experience.
- e. Ability to monitor activities of the transportation operators, in accordance with Chapter 14-90, Florida Administrative Code, for:
 - Driver screening, selection, and training;
 - Sensitivity and first aid training for employees;
 - Vehicle safety inspection and maintenance training; and
 - Comprehensive transportation coordination techniques.

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2. Management Resources

Provide the company organizational structure, name of local manager (proposed), and relevant experience of manager and key office personnel. Include resumes. State the number of persons and the general job descriptions needed to coordinate the transportation disadvantaged services.

If serving as a transportation operator in addition to Coordinator, provide the following information for each driver:

- Special training.
- Driving history including accident history, and
- Length of time with the company.

If serving as a Coordinator/Operator (brokerage or partial brokerage system), provide information on how the company will monitor subcontractor's drivers such as:

- Special training.
- Driving history including accident history, and
- Length of time with the company.

3. Corporate Experience.

- a. Describe the company's experience with the coordination of transportation systems for transportation-disadvantage persons. List up to three (3) service program references that can verify the agency's experience. Provide contact reference person's names, addresses, and phone numbers.
- b. Describe the company's experience with developing and implementing a phased multi-year Transportation Disadvantaged Service Plan.
- c. Describe how the company has and will continue to satisfy provisions of Section 504 of the Rehabilitation Act, the American with Disabilities Act, and other applicable federal, state, and local requirements governing handicapped accessibility.
- d. If currently or previously under contract with a Coordinator in another county, include name of Coordinator, contact person's name, address and telephone number. This information will be used to contact the Coordinator in order to obtain information about current or prior performance.

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4. Financial Capacity to Undertake Project

- a. Provide a description of company assets, financial and capital, and include the latest financial audit of the company prepared by a Certified Public Accountant. Include a statement concerning the company's ability to acquire additional capital equipment that may be required for this service.
- b. Describe the company's accounting, invoicing, and reporting procedures that are to be used to meet the reporting requirements of the Annual Operating Report to the Commission, and monthly operating and invoicing required by the Coordinating Board and the Board of County Commissioners.
- c. Submit an alternative proposal on how the CTC's revenue is to be generated, providing that no federal, state, or local government funds are available for this service.
- d. Discuss how the company will provide the local match for non-sponsored trips funded by the Commission's Trust Fund.
- e. Because of the payment schedule to the purchasing agencies, the CTC must have the ability to have a 45-day cash reserve based on the estimated proposed annual budget. Show documents that the reserve is available and will be utilized for the Taylor County coordinated system.
- f. Discuss the company's equipment resources other than vehicles.

5. Demonstration of Transportation Coordination Ability

- a. Identify agencies or governmental entities in the community that the company has worked with to provide transportation services.
- b. Describe the company's experience in coordinating multi-agency transportation needs, documentation of reduced per trip cost resulting from coordination, ability to apply for transportation grants and contracts and efficiently manage the contracts, and accounting procedures to document individual trip and agency costs.
- c. Describe experience coordinating multi-agency resources, including ability to negotiate school bus use, ability to coordinate with public transit systems, ability to subcontract with private sector operators, ability to execute coordination contracts with agencies providing their own transportation, and ability to work with governmental agencies to maximize the use of agency resources and improve coordinated transportation for the transportation disadvantaged.

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- d. Describe the company's procedure for providing customer service. Describe how the following will be monitored and reported:

- Complaints / commendations
- No-shows
- Cancellations
- Trip denials
- Unmet demand

- e. The CTC will be required to obtain input from the users of the system either through a rider committee, survey's or other techniques suggested by the Transportation Disadvantaged Coordinating Board. Describe your plan how this can best be achieved.

6. Demonstration of Transportation Operational Ability

- a. Discuss how the company's method of transportation service provision (as CTC only or as CTC/Operator) will insure the best possible service at the lowest possible cost.
- b. In accordance with Rule 41-2.006(1), Florida Administrative Code, provide proof of compliance with the minimum liability insurance requirement of \$100,000 per person and \$200,000 per incident.
- c. Demonstrate experience in the transportation of wheelchairs and non-emergency medical transfers that may involve stretcher transport.
- d. Demonstrate the ability to comply with the vehicle operational safety requirements of Section 341.061, Florida Statutes.
- e. If company is current Transportation Operator, provide a statement of current system mileage and number of chargeable accidents in the last (2) years.
- f. Provide a statement of how your company will comply with federal and state laws, and Commission for the Transportation Disadvantaged policies relating to alcohol and drug testing and drug education to maintain a drug-free workplace.
- g. Describe the criteria and processes used to evaluate employees' performance including employment procedures, and agency termination policies.
- h. Describe the company training policies and experience relating to sensitivity training in transportation of elderly individuals, persons with disabilities, and other disadvantaged persons.

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- i. Describe vehicle maintenance schedules for the daily, weekly, and monthly checks and scheduled preventative maintenance schedules. Demonstrate adherence to schedules. Describe maintenance-training procedures.
- j. In the event of vehicle breakdown or no-show of a driver, describe the procedure used to operate transportation for procurement and the method of trip assignment.
- k. Describe the process for contracting with operators to provide the delivery of service. Include the process for procurement and the method of trip assignment.
- l. Describe the company's ability to monitor activities of coordinated transportation operators for comprehensive transportation coordination techniques.

7. Understanding of the Request for Proposals

- a. Provide other appropriate information concerning the service required in this Request for Proposals.
- b. Provide a Transition Plan describing the process that is needed to ensure a smooth changeover. Indicate the time required for initiating the start-up of services and the continuation of current transportation disadvantaged services.
- c. Identify any obstacles that would prevent the company from performing their responsibilities in the most cost-efficient and effective manner.

8. Exhibits

The following items must be included in the Technical Proposal. Any proposal that does **not** include these items will be rejected without further consideration.

- A. Letter of Transmittal of Proposals (Exhibit A) **Must be Returned with Proposal.**
- B. Proposer Identification & Qualification Information (Exhibit B) **Must be Returned with Proposal.**
- C. Standard Assurances (Exhibit C) **Must be Returned with Proposal.**
- D. Certificate of Drug Free Workplace (Exhibit D) **Must be Returned with Proposal.**
- E. Public Entity Crimes Statement (Exhibit E) **Must be Returned with Proposal.**

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- F. Affidavit of Compliance (Exhibit F) **Must be Returned with Proposal.**
- G. Minimum Security Standards (Exhibit G) **Not to be returned.**
- H. Request for Proposals Schedule (Exhibit H) **Not to be returned.**
- I. Sample of State of Florida Commission For The Transportation Disadvantaged Memorandum of Agreement **Not to be returned.**

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9. Annual Budget, Cost Proposal, and Fare Rates

This item(s) shall be enclosed in a separate sealed envelope marked
“ANNUAL BUDGET, COST PROPOSAL, AND FARE RATE PROPOSAL”

Provide a detailed finance plan for the service specified including a detailed proposed annual budget showing expected revenue by source and expenditures. The finance plan shall be sufficiently detailed so a fully allocated cost can be determined and shall indemnify fees to be charged per trip for management.

The finance plan shall identify fees to be charged per trip for management services. The finance plan shall be sufficiently detailed so a fully allocated cost can be determined. The company's fully allocated costs should reflect all anticipated expenses.

Fare Rate Proposal

1. If responding as a transportation operator, provide a fare rate proposal and fare structure based on fully allocated operating costs and describe the methodology used for developing this fare rate proposal.

If responding as a transportation operator, the company's fares should reflect all anticipated expenses provided in the proposed Annual Budget and Cost Proposal discussed above.

2. If responding as a broker or partial broker, the company's fares should reflect separately the administrative costs associated with the coordinating transportation services.
3. Fare rate proposals should include, but not be limited to, the following:
 - a. Cost per passenger trip.
 - b. Cost per vehicle hour.
 - c. Cost per revenue mile.
 - d. Cost per vehicle mile.
 - e. Fares according to the type of service. For example:
 - Demand response service
 - Subscription service
 - Fixed route/fixed schedule service
 - Stretcher transport
 - Wheelchair transport (charged to purchasing agencies not to individual)

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- f. Fares based on days and hours of service. For example, weekday service, after-hour service, weekend service, etc.
- g. Minimum charges, for example, for trips less than five (5) miles.
- h. Charges based on trips occurring in or out of the service area.
- i. Charges for attendants or special assistance.

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SECTION FIVE

SELECTION PROCESS

A Technical Review Committee will be composed of county staff and members of the local coordinating board who are familiar with the guidelines of the transportation disadvantaged programs or who have experience with the bidding process. This committee will be overseen by the County Administrator. Each committee member will assign a numerical ranking for each company in each of the evaluation criteria. **AFTER** scores are totaled for each Technical Proposal, the committee will then review copies of the Annual Budget, Costs Proposals, and Fare Rate Proposals, **submitted in a separate and sealed envelope**. Committee members will assure that each proposal has been rated fairly, impartially and comprehensively. The company is bound by information set forth in the proposal, which is considered accurate and will be relied upon by the Taylor County Board of Commissioners in making the selection.

Upon approval of the top three proposals (if applicable), the committee will invite each of these companies to make oral presentations to the Taylor County Board of Commissioners. The Board will hear presentations and have full access to all materials submitted by candidates. The Board will rank candidates based on presentations and materials submitted by candidates. Negotiations will commence with the top-ranked company. If the negotiations fail, the second and third companies will enter into negotiations in their respective turn. The Taylor County Board of Commissioners' recommendation will be officially forwarded to the Florida Commission for the Transportation Disadvantaged for approval. The Taylor County Local Coordinating Board shall also approve the selection of the CTC by a roll call vote prior to submitting selection documents including the MOA to the Florida Commission for the Transportation Disadvantaged.

No designation for the Community Transportation Coordinator (CTC) will be final until approved by the Florida Commission for the Transportation Disadvantaged. Upon approval by the Commission for the Transportation Disadvantage, the CTC will operate under a three (3) year contract period. At the end of each year, the CTC will undergo an evaluation by the Taylor County Transportation Disadvantaged Local Coordinating Board, using the Commission for the Transportation Disadvantaged CTC evaluation guidelines. After three (3) years total, the Taylor County Board of County Commissioners will initiate a Request for Proposals to be in compliances with the Florida Commission for the Transportation Disadvantaged Guidelines.

All proposals will be evaluated and ranked in accordance with the Evaluation Criteria/Proposal Rating Sheet included in the RFP. Recommendation will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

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EVALUATION CRITERIA/PROPOSAL RATING SHEET

Proposal Contents

- | | | |
|--|----|-------------------------|
| 1. Coordination Plan | | |
| Total Possible Points | 20 | Total Points Given_____ |
| 2. Management Resources | | |
| Total Possible Points | 20 | Total Points Given_____ |
| 3. Corporate Experience | | |
| Total Possible Points | 10 | Total Points Given_____ |
| 4. Financial Capacity to Undertake Project | | |
| Total Points Possible | 15 | Total Points Given_____ |
| 5. Demonstration of Transportation Coordinator Ability | | |
| Total Points Possible | 15 | Total Points Given_____ |
| 6. Demonstration of Transportation Operational Ability | | |
| Total Points Possible | 15 | Total Points Given_____ |
| 7. Understanding of the Request for Proposal | | |
| Total Points Possible | 5 | Total Points Given_____ |

Total Points Possible: 100

**Request for Proposals
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**SECTION 6
APPEALS PROCEDURE**

The appeals procedures will be conducted as provided for in Chapter 120.569 and 120.57(3), Florida Statutes and Rule 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in law or rule, or to follow the procedures, shall constitute a waiver of proceedings.

1. Any person adversely affected by a request for proposal solicitation shall file a notice of protest in writing within 72 hours of the receipt of the request for proposal and shall file a formal written protest within ten (10) days after filing the notice of protest. The formal written protest shall state with clarity the facts and law upon which the protest is based.
2. At the time the Taylor County Board of Commissioners forwards its recommendations to the Commission for Transportation Disadvantaged, the Board will notify each person or entity submitting a proposal by certified United States Mail or express delivery, of its recommendation.
3. On the first business day following the Commission making the final decision for selecting the Coordinator, staff of the Commission will notify each person or entity submitting a proposal, by certified United States Mail, or express delivery, of the Commission's selection of the Coordinator.
4. Any person adversely affected by the intended decision to award a contract or to reject all bids shall file a notice of protest, in writing within 72 hours after receipt of the notice of intended decision if notice is given by certified mail or express delivery.
5. Thereafter, any person or entity that has filed a notice of protest to the final decision of the Commission shall file a formal written protest and a bond within ten (10) days after filing the notice of protest. The formal written protest must be in a form substantially similar to the form set out in Section 28-110.004(2) and must state with clarity the facts and law upon which the protest to the final decision is based. A bond must be substantially the same form set out in Section 28-110.005(2).
6. All notices of protest and formal protests shall be filed with the Executive Director, Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida 32399. Filing is completed upon delivery and receipt by the above named. A protest is not timely filed unless both the notice of protest and the formal protest are received within the required time limits. Failure to file a protest within the time prescribed in Section 120.47(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
7. A written notice of protest which is filed by 4:00pm local time on the date in which the 72 hours expired shall be timely.

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In computing the time in which to file a notice of protest or formal protest, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or a holiday. When the period of time prescribed is less than seven (7) days, intermediate Saturdays, Sundays, and holidays when the Commission for the Transportation Disadvantaged offices are closed shall be excluded from computation.

RIGHTS OF REJECTION

The Taylor County Board of County Commissioners reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and /or to accept the proposal that in its judgment will be in the best interest of the Board of County Commissioners, the State of Florida, and the transportation disadvantaged citizens of Taylor County.

EXHIBIT A

LETTER OF TRANSMITTAL

(Date)

Thomas Demps, Chairman
Taylor County Board of Commissioners
PO Box 620
Perry, FL 32348

RE: Proposal for Community Transportation Coordinator for Taylor County

Dear Chairman Patterson:

Enclosed are one (1) original and three (3) copies of a completed and signed Proposal for (Proposer's name) to be designated the CTC for Taylor County. We have also included in the additional sealed envelope, which has one (1) original and three (3) copies of the Annual Budget, Cost Proposal, and Fare Proposal.

(In body of letter, ensure that Letter of Transmittal includes all requested information from the RFP.)

The (agency/firm) understands the responsibilities and requirements of Chapter 427, Florida Statutes, Rule 41-2 of the Florida Administrative Code and shall comply with all appropriate federal, state and local regulations in this matter.

We look forward to serving the needs of transportation disadvantaged citizens of Taylor County. Thank you for your consideration of this proposal.

Sincerely,

(Officer submitting proposal)

EXHIBIT B

PROPOSERS IDENTIFICATION AND QUALIFICATION INFORMATION

1. Identification of Respondent:

Name of Organization:

Business Address:

Telephone Number: ()

Years in Business at this Location:

2. Name and Title of Individual to Contact for Further Information:

3. Legal Status of Organization: (check one)

☐ For-Profit Corporation or Joint Venture Corporation

☐ For-Profit Partnership or Sole Proprietorship

☐ Non-Profit Corporation

☐ Public Agency

☐ Other (Explain):

4. Description of Organization:

Provide a brief statement of the major business functions, history and organizational structure of responding agency/firm. Attach hereto and label as

"4. Description of Respondent Organization."

5. State the Proposer's proposed method of transportation service provision:

☐ CTC only - agency/firm acts as a total brokerage system that does not operate vehicles

☐ CTC/Transportation Operator - agency/firm provides all or part of the needed transportation services by operating vehicles

6. Credit References:

Attach names and addresses, phone numbers and relation to respondent of at least three (3) credit references, including organization's bank. Attach hereto and label as

"6. Credit Reference."

7. Has Respondent or any Officer or Partner of Respondent failed to complete a contract? If yes, explain.

8. Location of central office that will provide overall administration and management of the project:

9. Person who will directly manage this project as the local manager:

Name:

Title:

Phone No.: ()

10. Names, addresses and phone numbers of any proposed subcontractors and their role in this project:

11. List names and addresses of partners and individuals having an interest in respondent's agency/firm:

12. Disadvantaged Business Enterprise Status.

"Disadvantaged" Business is defined as a business having at least 51 percent owned, operated and controlled by "disadvantaged" group members. Disadvantaged group members are defined as Blacks, Hispanics, Asian Americans, American Indians, Alaskan Natives or women regardless of race or nationality."

Is the individual respondent agency/firm a certified disadvantaged or minority business enterprise?

(circle one)

YES

NO

Attach current certification documents to substantiate claim.

13. Key Staff

Attach resumes of key staff to be assigned to this contract. Include, at a minimum, resumes of the on-site manager, contract manager and any consulting staff.

14. Is any litigation pending against respondent or any officer or partner of respondent?

(circle one)

YES

NO

If yes, explain.

EXHIBIT C

STANDARD ASSURANCES

Name of Proposer:

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named Proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, agency, firm or corporation has any interest in this Proposal or in the Contract that may result from this Proposal; other than as described in Item 11, Exhibit B.
2. That this Proposal is made without any understanding, agreement or connection with any other person, agency, firm or corporation making a Proposal for the same project and is in all respects fair and without collusion or fraud.
3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered and all other items which in any way affect the work or its performance.
4. That the Proposer is in full compliance with all federal, state and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness whereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

ATTEST:

PROPOSER:

(Seal)

Witness Signature

By:

Date

Typed Name and Title

EXHIBIT D

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

EXHIBIT E

CERTIFICATION OF PROPOSER

**REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

The Proposer _____ certifies to the best of its knowledge and belief that it and its principals:

1. Are not generally debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Proposer for CTC is unable to certify to any of the statements in this certification, the agency/firm shall attach an explanation to this certification.)

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISION OF 31 U.S.C. SECTIONS 3801 ET.SEQ. ARE APPLICABLE HERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the (agency/firm) hereby certifies that the (agency/firm) has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Agency/Firm Attorney

Date

Exhibit F

**Request for Proposal
Taylor County Community Transportation Coordinator**

Affidavit of Compliance

To be submitted with vendor's response

_____ We **DO NOT** take exception to the Proposal Documents/Specifications.

_____ We **TAKE** exception to the Proposal Documents/Specifications as follows:

Company Name _____ ADDENDA

By _____ Proposer acknowledges receipt of the following
(Authorized Person's Signature) addenda:

Addendum No. ____ Date _____

Addendum No. ____ Date _____

(Print or type name and title of signer)

Addendum No. ____ Date _____

Company Address _____

Addendum No. ____ Date _____

Telephone Number _____ Email Address _____

FAX: _____ Date _____

EXHIBIT G

MINIMUM SERVICE STANDARDS FOR COMMUNITY TRANSPORTATION COORDINATORS

DRUG AND ALCOHOL POLICY

Rule 41-2.006 (4) (a), F.A.C. Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

TRANSPORT OF ESCORTS AND DEPENDENT CHILDREN

Rule 41-2.006 (4) (b), F.A.C. An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Service Plan.

USE, RESPONSIBILITY AND COST OF CHILD RESTRAINT DEVICES

Rule 41-2.006 (4) (c), F.A.C. Use of child restraint devices shall be determined locally as to their responsibility, and cost of such device in the local Service Plan.

PASSENGER PROPERTY

Rule 41-2.006 (4) (d), F.A.C. Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

VEHICLE TRANSFER POINTS

Rule 41-2.006 (4) (e), F.A.C. Vehicle transfer points shall provide shelter and/or pick up location that can provide shelter, security and safety of passengers.

LOCAL TOLL FREE PHONE NUMBER

Rule 41-2.006 (4) (f), F.A.C. A local toll free phone number for complaints or grievances shall be posted inside the transport vehicle. The local complaint process shall be outlined as a section in the local Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local coordinating board.

OUT-OF-SERVICE AREA TRIPS

Rule 41-2.006 (4) (g), F.A.C. Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

VEHICLE CLEANLINESS

Rule 41-2.006 (4) (h), F.A.C. Interior of all vehicles shall be free of dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

BILLING REQUIREMENTS

Rule 41-2.006 (4) (l), F.A.C. Billing requirements of the CTC to subcontractors shall be determined by the local Coordinating Board and provided in the local Service Plan. All bills shall be paid within 15 calendar days to subcontractors, after receipt of said payment by the CTC, except in instances where the CTC is a non-governmental agency.

PASSENGER/TRIP DATABASE

Rule 41-2.006 (4) (j), F.A.C. Passenger/trip data base must be maintained or accessible by the CTC on each rider being transported within the system.

ADEQUATE SEATING

Rule 41-2.006 (4) (k), F.A.C. Adequate seating for paratransit services shall be provided to each rider and escort, child or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

DRIVER IDENTIFICATION

Rule 41-2.006 (4) (l), F.A.C. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with specific passengers, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis.

Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.

PASSENGER ASSISTANCE

Rule 41-2.006 (4) (m), F.A.C. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or wheelchair securement devices, storage of mobility assistive devices and closing the door. Assisted access must be in a dignified manner. Drivers may not assist wheelchairs up or down more than one step, unless it can be performed safely as determined by the passenger, guardian and driver.

SMOKING, EATING, AND DRINKING

Rule 41-2.006 (4) (n) Smoking is prohibited in any vehicle. Requirements for drinking and eating on board the vehicle will be addressed in the local Service Plan.

PASSENGER NO-SHOWS

Rule 41-2.006 (4) (o), F.A.C. The CTC and the local Coordinating Board shall jointly develop a policy on passenger no shows. Assessing fines to passengers for no shows is acceptable but such policy and process shall be identified in the local Service Plan.

Non-Emergency Transportation No-Show Policy - Trips should be canceled in enough time to inform the driver before leaving to pick up the client (i.e., a minimum of two hours notice). Cancellations at the door will be considered a no-show, and if frequent, may result in temporary suspension from the program. Same-day cancellations should be called to the CTC or through the operator's office during regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Cancellations for future dates must be called to the CTC's office.

If a client fails to notify the appropriate entity, and an expense is incurred due to a vehicle being dispatched for that client, and that client is not available or has decided not to go, then the client is classified as a no-show. If the client responds to any no show notification and provides acceptable, verifiable evidence that the no-show was due to unforeseen and unavoidable circumstances, the missed trip will not be counted as a no-show.

On the first no-show, the driver will leave a no-show notice on the client's door. On the second no-show occurrence, a letter of warning will be sent from the CTC. If a third infraction occurs within 60 days, the CTC will send a letter notifying the client that they have been suspended from service for a 30 day period. When the client is again reinstated to the program, and if three (3) infractions occur within 60 days, the suspension will be 45 days. When the client is again reinstated to the program and if three (3) infractions occur within 60 days, the suspension will be 60 days.

Clients may only be removed from suspension by the sponsoring agency. Clients or representatives must be counseled on the policies and responsibilities of using the coordinated system (i.e., canceling trips appropriately, shared ride, cost to CTC, future loss of transportation).

If a client feels that he/she has been unfairly suspended, the client may appeal through the Grievance Procedure of the Local Coordinating Board. For sponsored clients, the sponsoring agency reserves the right to reinstate the client.

TWO-WAY COMMUNICATIONS

Rule 41-2.006 (4) (p), F.A.C. All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and audible to the driver at all times to the base.

AIR CONDITIONING/HEATING

Rule 41-2.006 (4) (q), F.A.C. All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

FIRST AID

Rule 41-2.006 (4) (r), F.A.C. First Aid policy shall be determined locally and provided in the local Service Plan.

CPR

Rule 41-2.006 (4) (s), F.A.C. Cardiopulmonary Resuscitation policy shall be determined locally and provided in the local Service Plan.

DRIVER CRIMINAL BACKGROUND SCREENING

The Commission Standards Training Manual states: A policy establishing the minimum driver criminal background screening to be performed should be developed and addressed in the service plan. It should be noted that this standard is not required by Rule 41-2 of the Florida Administrative Code, the Memorandum of Agreement or the Coordinated Transportation Contracting Instructions.

SERVICE EFFECTIVENESS

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

PUBLIC TRANSIT RIDERSHIP

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

CONTRACT MONITORING

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

PICK-UP WINDOW

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

ON-TIME PERFORMANCE

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

ADVANCE RESERVATION REQUIREMENT

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

ACCIDENTS

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

ROADCALLS

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

CALL HOLD TIME

This is a local service standard to be developed jointly by the local Coordinating Board, Planning Agency and CTC.

COMPLAINTS

This is a local service standard to be developed jointly by the Local Coordinating Board, Planning Agency and CTC. The CTC's complaint process must be in compliance with the local Grievance/Complaint process as approved by the Local Coordinating Board and the Board of Commissioners.

Exhibit H

Taylor County Community Transportation Coordinator (CTC)

REQUESTS FOR PROPOSALS SCHEDULE AND TIMELINES

DATE	ACTIVITY
April 15, 2021	Advertise and post RFP
April 27, 2021	Public meeting at 1:00 PM to answer questions and provide information on RFP
May 3, 2021	Deadline for questions
May 14, 2021	Deadline for RFP Submission (by 4:00pm to Clerk of Courts)
May 18, 2021	RFP's to be open at Board of Commissioners meeting (9:00 AM)
May 20, 2021	RFP Bid Committee to approve, review and rank RFP's
May 20, 2021	Taylor County LCB to approve CTC selection, MOA, Resolution, and recommendation documents
May 25, 2021	Taylor County Board of Commissioners to approve LCB CTC selection, MOA, Resolution, and recommendation documents
June 3, 2021	Florida CTD Approval of CTC selection, MOA, Resolution, and recommendation documents

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider request to use one field at the Sports Complex on May 1, 2021 by the Dixie Games

**MEETING DATE REQUESTED:**

April 20, 2021

Statement of Issue:

To utilize one field without fees to allow for Paralympian Throwers that need a place to compete to make their rankings for the upcoming Paralympic Games in Tokyo Japan this summer.

Recommended Action:

Approve

Fiscal Impact:**Budgeted Expense:****Submitted By:**

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Dixie Games has requested the use of one field at the Sports Complex on May 1, 2021 for Paralympian throwers to make their rankings for the upcoming Paralympic Games in Tokyo, Japan this summer. This event will only be open to "Seated" field events; shot, discus and javelin). The organization will provide a certificate of insurance naming the Board of County Commissioners as an additional insured for this event.

Options:

Approve/not approve

Attachments:

Emailed request

LaWanda Pemberton

From: Gregory Mullins
Sent: Thursday, April 8, 2021 3:24 PM
To: LaWanda Pemberton
Subject: RE: Dixie Games use of field

Please.

From: LaWanda Pemberton
Sent: Thursday, April 08, 2021 3:21 PM
To: Gregory Mullins <rec.coordinator@taylorcountygov.com>
Subject: Re: Dixie Games use of field

Do you want to place on the next agenda for BOCC approval ?

Sent from my iPhone

On Apr 8, 2021, at 3:17 PM, Gregory Mullins <rec.coordinator@taylorcountygov.com> wrote:

From: Pam Navarra [<mailto:bayonetpointengine@gmail.com>]
Sent: Thursday, April 08, 2021 10:20 AM
To: Randy Chiavaroli <randolphchiavaroli@gmail.com>
Cc: Gregory Mullins <rec.coordinator@taylorcountygov.com>
Subject: Re: Dixie Games use of field

Greg; update for you. Insurance broker been given information. says may take a couple of days. Also they will add the Board of Taylor County Commissioners. Final approval of COI will need to come from the Commissioners at some point.

On Wed, Apr 7, 2021 at 4:21 PM Randy Chiavaroli <randolphchiavaroli@gmail.com> wrote:

Greg; It may take a bit to contact and get in writing for you. We do not need to carry year round insurance, we are a one event per year organization. I'm attaching the COI from 2019 so you have a reference to what we will be getting. This includes the Commissions on the COI, and your rec center, etc.

Take a look at it please to see if this is enough coverage for the commission to approve. I'll work best and fast as I can to get insurance certificate without having all the proper information.

On Mon, Apr 5, 2021 at 2:10 PM Randy Chiavaroli <randolphchiavaroli@gmail.com> wrote:

Greg; I just spoke with you on the phone. Again, we would like to use a field for one event for this years adult paralymptians with hopes to be picked for the USATeam to go to Tokyo. We would like to see if Saturday May 1st is available and secure this field as soon as possible. Dixie Games is a 40 plus year old organization that with the exception of last year has held a multisport event for persons with disabilities over a three day period. We do Track and Field; Swimming; Archery; Air Rifle; fencing; powerlifting and sometimes table tennis.

This year we will only be open to 'seated' field events (shot, discus, & javelin). We are approved by World Paralympics and sanctioned by Move United. Move United offers the insurance we will need to submit to you, once this is locked in.

Please let me know if this is possible and what information you may need from us.



Virus-free. www.avast.com

--

Pamela Navarra

727-271-3568 cell

Dixie Wheelchair Athletics Asso BOD member

National USATF Para Athletic Committee member

USATF Florida Para-Athletics Committee Chair

USATF Track and Field Master Level Official

ATFUSA Board of Directors Member (National Records Chair)

LaWanda Pemberton

From: Pam Navarra <bayonetpointengine@gmail.com>
Sent: Wednesday, April 14, 2021 10:57 AM
To: Michael Newman
Cc: LaWanda Pemberton; Dixie WAA Randy Chiavaroli
Subject: Dixie Event at Taylor County Sports Complex

Dear Mr. Newman;

We have been working through Greg Mullins from the Taylor Sports Complex to obtain usage of a field there. He stated that he now has our request on the commissioners' agenda and waiting approval. I'm hoping that you are able to lend us your support. This event is for Paralympian Throwers that need a place to compete to make their rankings for the upcoming Paralympic Games in Tokyo Japan this summer. We also service disabled veterans, which many of these para-athletes are with a grant from the Department of Veterans Affairs through a sports organization called Move United. We are an approved World Paralympic Event which simple means that the distances thrown by these athletes will be counted as legitimate for rankings. It is so important that they compete.

Dixie is a 42 year old organization and my husband, son and I have been a part of it for more than 20 years. We were going to have our games at the University of South Florida when their change in Covid policies were no longer allowing us to use their facility. We were then able to secure the IMG Academy in Bradenton, but once again, their new policies caused them to cancel our event on their facilities. This explains the last minute rush to hold this event in Perry, plus the fact that our entire games will be held here next year as we have moved to Perry ourselves.

We have presented a power point to the commissioners in Pasco County when holding our event on their facilities and were always approved. I can send to you with the understanding that it is not updated to reflect Taylor County yet, let me know.

In conclusion, we are asking for your support regarding this matter. If you have any questions, please don't hesitate to call or write to me at bayonetpointengine@gmail.com phone 727-271-3568 or Randy at randolphchiavaroli@gmail.com phone 727-271-6411

--

Pam Navarra

727-271-3568 cell

Dixie Wheelchair Athletics Asso BOD member

National USATF Para Athletic Committee member

USATF Florida Para-Athletics Committee Chair

USATF Track and Field Master Level Official

ATFUSA Board of Directors Member (National Records Chair)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider appointment of Interim Director for the Mosquito Control Program.

**MEETING DATE REQUESTED:**

April 20, 2021

Statement of Issue: For compliance with Mosquito Control program.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The former Mosquito Control Director for Taylor County has resigned after approximately 14 years of service. In order to continue the County spraying program the Environmental Services Superintendent Heather Jensen has received her license as an applicator and is allowed to supervise up to ten employees.

The Environmental Administrator of the Entomology and Pest Control Section of the Florida Department of Agriculture and Consumer Services has recommended that the County Administrator be the Interim Director of the program during the time frame that will be required to name a permanent Director, who must pass a State exam to be licensed. The program will be supervised by the Environmental Services Department Director Gary Wambolt and the monthly/quarterly reports will be reviewed and signed by the County Administrator. We will continue to work very closely with the Department of Agriculture and Consumer Services to insure we remain in compliance.

Options: Approve/not approve

Attachments: Letter to Florida Department of Agriculture and Environmental Services

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 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

April 14, 2021

Marah Clark
Environmental Administrator
Entomology and Pest Control Section
Bureau of Scientific Evaluation and Technical Assistance
Division of Agricultural Environmental Services
Florida Department of Agriculture and Consumer Services

Dear Ms. Clark:

On behalf of the Taylor County Board of County Commissioners, this letter is being sent to you to notify you that the Interim Director for Taylor County Mosquito Control program will be LaWanda Pemberton, County Administrator. She may be reached at lpemberton@taylorcountygov.com or (850) 838-3500 ext. 6.

Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

Thomas Demps
Chairperson

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF RAIL SAFETY PROJECT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

MEETING DATE REQUESTED:

APRIL 20, 2021

Statement of Issue:

FOR CONSTRUCTION OF RAIL SAFETY PROJECT ON ALTON WENTWORTH ROAD (CR 14) IN TAYLOR COUNTY.

Recommended Action:

APPROVE

Fiscal Impact:

\$230,106 FUNDED FOR CONSTRUCTION (NO COST TO COUNTY)
UP TO \$1,800 ANNUALLY FOR MAINTENANCE

Budgeted Expense:

N/A

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY RECEIVED NOTICE FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) OF THE OPPORTUNITY TO ENTER INTO AGREEMENT WITH FDOT FOR THE CONSTRUCTION OF A RAIL SAFETY PROJECT ON ALTON WENTWORTH ROAD (CR 14) IN TAYLOR COUNTY.

PER CORRESPONDENCE RECEIVED FROM FDOT, THIS CROSSING LOCATION WAS VISITED BY A CROSS FUNCTIONAL SAFETY TEAM IN 2018 WHICH INCLUDED MEMBERS FROM FDOT, FEDERAL RAILROAD ADMINISTRATION SAFETY INSPECTIONS, AND THE GEORGIA AND FLORIDA RAILWAY WHO DETERMINED THAT THE EXISTING CROSSBUCK ONLY WARNING DEVICES NO LONGER PROVIDE A SUITABLE LEVEL OF PROTECTION. TO CORRECT THIS ISSUE AND IMPROVE SAFETY FOR MOTORISTS AND PEDESTRIANS, THE DEPARTMENT HAS PROGRAMMED \$230,160 OF RAIL SAFETY FUNDING TO INSTALL A FLASHING LIGHT AND GATE SYSTEM AT THE CROSSING. BECAUSE ALTON WENTWORTH IS A COUNTY ROADWAY, THIS AGREEMENT REQUIRES APPROVAL BY TAYLOR COUNTY.

THE CONSTRUCTION COSTS ARE FUNDED BY FEDERAL RAIL SAFETY FUNDING AND TAYLOR COUNTY WILL BE RESPONSIBLE FOR 50% OF THE ANNUAL MAINTENANCE COSTS, OR UP TO \$1,800.

THE SCOPE OF THIS PROJECT INCLUDES TWO NEW FLASHING LIGHTS AND GATES, POWER SERVICE, CABINET, CABLE TRAIN DETECTION AND AN EVENT RECORDER.

Options: APPROVE/NOT APPROVE

Attachments: FDOT AGREEMENT AND STANDARD PLANS



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue, MS 2018
Lake City, Florida 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

March 24, 2021

Ms. Lawanda Pemberton
County Administrator
Taylor County
201 East Green Street
Perry, FL 32347

Project ID No. 447915-3-57-01
Road Name – Alton Wentworth Road (CR 14), FAP No. RHH-D220-130B
Taylor County, Parcel: 1(38100-SIG-P)
Crossing No. 713487G, RRMP: 64.07

Dear Ms. Pemberton,

Attached is a railroad reimbursement agreement for execution by Taylor County to cover a rail safety project on Alton Wentworth Road (CR 14) in Taylor County. This location was visited by a cross functional rail safety team in 2018 who determined the existing passive warning devices do not provide a suitable level of protection and that upgrading to a higher level of protection is warranted to better protect motorists and pedestrians from approaching trains. The scope of this project covers the installation of two new flashing lights and gates, power service, cabinet, cable, train detection, and event recorder at the above referenced location in Taylor County, Florida. The project is fully funded by FDOT through a federal rail safety program and will be constructed by Georgia & Florida Railway. The project is presently scheduled for completion of negotiations by May 15th, 2021. Your cooperation toward having the attached agreements executed prior to that date will be appreciated.

Please print and sign three (3) copies of the agreement and return to this office along with a copy of the County Commission's resolution approving this project for final authorization and execution by FDOT. Once fully executed we will return a copy of the agreement to you for your records

Should you require additional information, or a meeting with Department representatives, please contact the District Two Rail Office at (904) 360-5686.

Sincerely,

Kyle Coffman
District Freight & Logistics Supervisor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447915-3-57-01	Alton Wentworth Road	Taylor	1(38100-SIGP)	RHH-D220-130B

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Georgia & Florida Railway, LLC, a corporation organized and existing under the laws of Delaware, with its principal place of business in the City of Denver, County of Denver, State of Colorado, hereinafter called the COMPANY; and Taylor County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 447915-3-57-01, on Alton Wentworth Road, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 64.07, FDOT/AAR Crossing Number 713487G, at or near Shady Grove, Perry, Florida, as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Standard Plans, Index 509-070 attached hereto and made a part hereof.
2. After installation of said signals is completed, 50%, fifty percent of the expense thereof in maintaining the same shall be borne by the COUNTY and 50%, fifty percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- ☐ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- ☒ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 230,160.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- ☒ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☐ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- ☐ (c) An agreed lump sum \$ _____, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- ☐ (a) _____ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- ☐ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- ☐ (c) \$ _____ credited for ☐ betterment ☐ expired service life
☐ nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29, F.S., or by the Department of Financial Services under Section 215.422(14, Florida Statutes (F.S..

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors 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 DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract;
2. 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;
3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and
4. 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 COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance 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.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Greg Evans, District Two Secretary)

COMPANY: Georgia & Florida Railway, LLC

BY: DocuSigned by:
John Spieglerman 3/24/2021 | 7:45 AM PDT
0BBF952DE58A470...
(TITLE: CLO and GC)
John Spieglerman

TAYLOR COUNTY, FLORIDA

BY: _____
(TITLE: _____)

Legal Review

Approved as to Funds
Available

Approved as to FAPG
Requirements

BY: _____
Attorney - DOT Date

BY: _____
Comptroller - DOT Date

BY: Exempt
FHWA Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

725-090-41
 RAIL
 OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
44791535701	Alton Wentworth Road	TAYLOR	1(38100-SIGP)	RHH-D220-130B

COMPANY NAME: Georgia & Florida Railway, LLC

A. FDOT/AAR XING NO.: 713487G RR MILE POST TIE: 64.07

B. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 509-070

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2016 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-09
RAIL
03/20

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
447915-3-57-01	Alton Wentworth Road	TAYLOR	I(38100-SIGP)	RHH-D220-130B

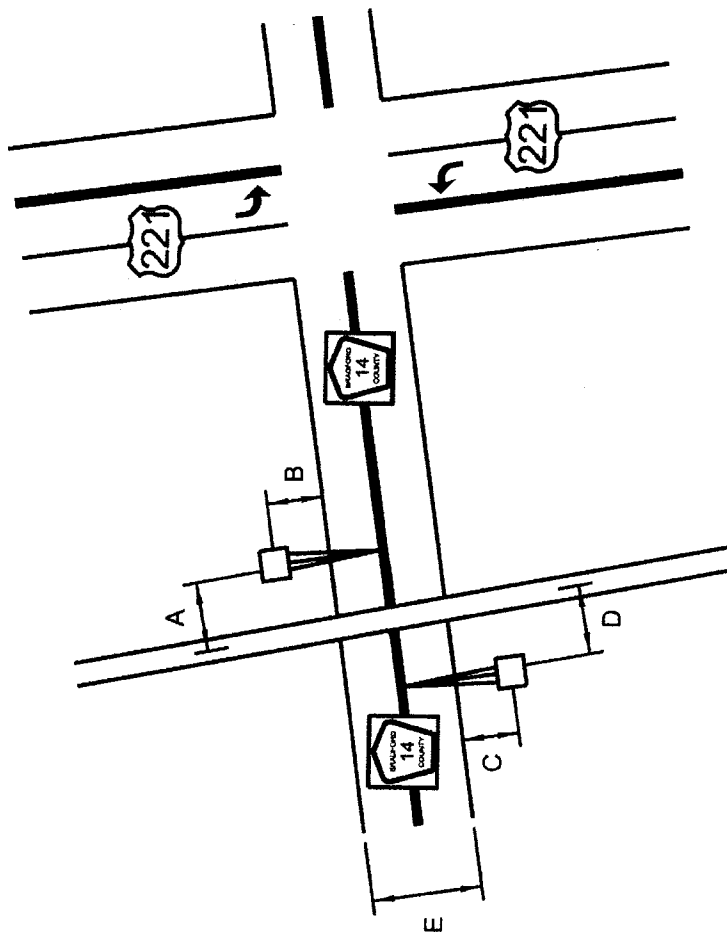
RAILROAD COMPANY

Georgia & Florida Railway, LLC.

- A. JOB DESCRIPTION & LOCATION: Remove existing crossbucks and install two new flashing light and gates, cabinet, power service, and train detection at Alton Wentworth Road in Shady Grove, Perry, Taylor County, Florida
- B. TYPE OF ROADWAY FACILITY: 2 lane roadway
- C. FDOT/AAR XING NO.: 713487G RR MILE POST TIE: 64.07
- D. TYPE CROSSING PROPOSED: III Class: III DOT INDEX: 509-070
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES (See Agreement dated N/A)
 - a. ☐ None-New Crossing.
 - b. ☒ Crossbuck and Disk
 - c. ☐ Flashing Signals with Disk
 - d. ☐ Flashing Signals with Cantilever
 - e. ☐ Flashing Signals with Gates
 - f. ☐ Flashing Signals with Cantilever and Gates
 2. PROPOSED DEVICES (Safety Index Rating 1020)
 - a. ☐ No revision required
 - b. ☐ Crossbuck and Disk
 - c. ☐ Flashing Signals and Disk
 - d. ☐ Flashing Signals with Cantilever
 - e. ☒ Flashing Signals with Gates.
 - f. ☐ Flashing Signals with Cantilever and Gates.
 - g. ☐ Relocate existing signal devices
 - (1) ☐ (With-Without) addition of Gates
 - (2) ☐ ((With-Without) synchronization with highway traffic signals
 - (3) ☐ ((With-Without) constant warning time
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. ☐ By Others (____ Company.)
 2. ☒ By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached: ☒ Yes ☐ No)
1. ☒ Agreement (Third Party Participating Taylor County)
 2. ☐ Supplemental Agreement No. _____
 3. ☐ Crossing Permit
 4. ☐ Estimate for Change Order No. _____
 5. ☐ Letter of Authority
 6. ☐ Letter of confirmation (No Cost to Department)
- H. OTHER REMARKS: Negotiations to be completed by: _____

Negotiations to be completed by: January 2021Signal installation target date: April 2021Synchronization: (Draft attached : ☐ Yes ☒ No)

A: 15'
B: 12'3"
C: 12'3"
D: 15'
E: 72'



ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE WITH F.D.O.T.
STANDARD INDEX
DRAWING NOT TO SCALE

FIN NO: _____
PERRY, FLORIDA

EXISTING: CROSSBUCKS, PAVEMENT MARKINGS,
AND ADVANCED WARNING SIGNS.

RECOMMENDATIONS: OPTION #1 - INSTALL
2 NEW FL&G, CABINET, POWER SERVICE,
AND TRAIN DETECTION.

OPTION #2 - REFRESH PAVEMENT MARKINGS
ON EB APPROACH, INSTALL PAVEMENT MARKINGS
ON WB APPROACH, MOVE ADVANCED WARNING
SIGNS TO STANDARD, ROUGH CROSSING SURFACE.

FLORIDA DEPARTMENT OF TRANSPORTATION

CROSSING NO: 713487G
COMPANY: GEORGIA & FLORIDA RAILWAY
TYPE: III CLASS: III
LOCATION: CR 14 / ALTON WENTWORTH RD
DATE: 3/26/2018

REVIEW TEAM: Kelli Phillips (FDOT); Kyle Coffman (FDOT);
Laura Rigalado (FDOT); John Barragan (FDOT);
Dave Thomas (OmniTrax); Jason Scott (OmniTrax);
Micah Gilliom (HDR); Kim Dement (HDR)

Crossing NO: 71346/G

Roadway: ALTON WENTWORTH RR

RR Street:

District: 2 County: Taylor

PUBLIC HWY

AT GRADE Industrial

City: Perry

NEAR CITY OPEN--TRACK ACTIVE

Rank 2018: 1020

SR No.:

RR Company:

GFRR

Date: 03/26/2018

Rank 2017: 1029

CR No.:

CR-14

Division Name:

GB

Team Members: Dave

Rank 2016:

US No.:

Subdivision Name:

FOLEY

Thomas (OmniTrax), Jason

Latitude:

30.287800

Branch Name:

GB

Scott (OmniTrax), Laura

Longitude:

-83.630000

RR Milepost:

64.07

Rigalado (FDOT), Kelli

Field Review Comments: Refresh pavement markings on EB approach and install pavement markings on WB approach, move advanced warning signs (W10-1) to standard. Rough crossing surface.

Phillips (FDOT), Kyle Coffman

(FDOT), John Barragan

Team Recommendations: Remove existing crossbucks and install 2 new FL&G, cabinet, power service, and train detection.

(FDOT), Micah Gilliom (HDR), and Kim Dement (HDR)

Highway Speed:

25

Train Speed Range:

30-35

Crossing Angle:

60-90 DEG

Max Time Table Speed:

35

AADT:

850 (2017)

Day Thru/Switch:

2/

Percent Trucks:

2 (2012)

Night Thru/Switch:

2/

School Buses:

8 (2019)

Train Service: Freight

Street Types:

Two-Way Street

Passenger Count/Day:

0

Thru Lanes:

2

Train Count Date:

03/16/2009

Aux Lanes:

0

Main Tracks:

1

Hazmat Route?

NO

Other Tracks:

Emergency Services Route?

YES

Emergency Notification Signs:

YES

Train Signals?

YES

Crossbuck(4x4 post):

2

Train Signal Proximity:

YES

Crossbuck Sign:

2

Train Detection:

Other

Stop Sign:

0

Event Recorder?

Yield Sign:

0

Number of Bells:

0

Low Ground Clearance Signs:

0

Post Mounted Flashing Lights:

0

Exempt Signs:

Trespass Signs:

NO

Roadway Gate Count:

0

W10-1

2

R10-6a

0

W8-1

0

Pedestrian Gate Count:

0

W10-2

0

R11-2

0

W10-8

0

Gates:

W10-3

0

R15-2P

1

W10-9

0

Cantilevered Flashing Over Traffic:

0

W10-4

0

R15-6

0

W10-9P

0

Cantilevered Flashing Not Over Traffic:

0

W10-11

0

R15-6a

0

W10-11a

0

Intersecting Roadway?

YES

W10-12

0

R15-7

0

W10-11b

0

Signalized?

YES

R3-1a

0

R15-7a

0

W10-13P

0

Interconnection:

Not Interconnected

R3-2a

0

R15-8

0

W10-14P

0

Traffic Signals Controlling?

R8-8

0

Pvt Crossing

0

W10-14aP

0

Preemption:

R8-9

0

Look Out

0

W10-15P

0

Does traffic queue across the tracks?

NO

R8-10

0

R8-8 w/Beacon

0

Slow

0

Traffic Pre-Signals?

NO

R8-10a

0

W3-1

W10-1w/Beacon

0

8" Count:

0

R10-6

0

W3-3

LED Signs

0

12" Count:

0

LED Count:

0

Install - Upgrade:

--

Surface Installment Date:

Surface Type:

ASPHALT

Pvmt Mtk:

STOPLINES AND XING SYMBOLS

Surface Condition:

EXCELLENT

Approach:

LOS C = Minor erosion

Vehicle Reaction:

LOS B = Vibrating

Driver Reaction:

LOS C = Most drivers slow down

Rail/Pad Movement:

LOS B = Uneven

Incident History:

Crossing illuminated?

NO

Commerical Power?

YES

Alternative Power?

NO

Recommended Warning Device: FL & G & P

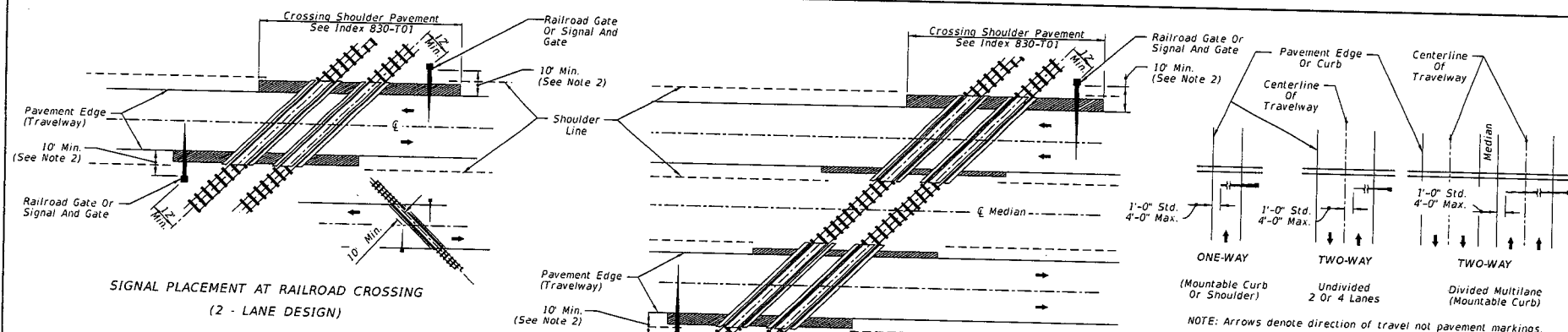


FIGURE 1

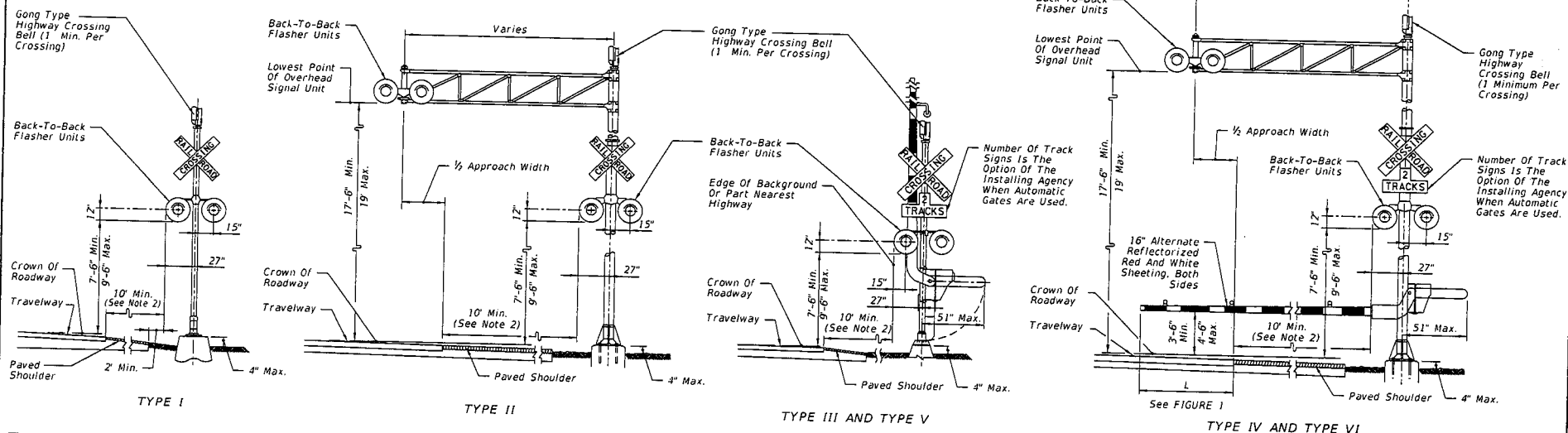
GENERAL NOTES:

- No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
- Advance flasher to be installed when and if called for in Plans or Specifications.
- Top of foundation shall be no higher than 4" above finished shoulder grade.
- Type of traffic control device
 - Flashing warning devices
 - Flashing warning devices with cantilever
 - Flashing warning devices with gate
 - Flashing warning devices with cantilever and gate
 - Gate
- Class of traffic control devices (Not Shown)
 - 2 Quadrant flashing warning devices-one track
 - 2 Quadrant flashing warning devices-multiple tracks
 - 2 Quadrant flashing warning devices and gates-one track
 - 2 Quadrant flashing warning devices and gates-multiple tracks
 - 3-4 Quadrant flashing warning devices and gates-one track
 - 2-4 Quadrant flashing warning devices and gates-multiple tracks

SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)

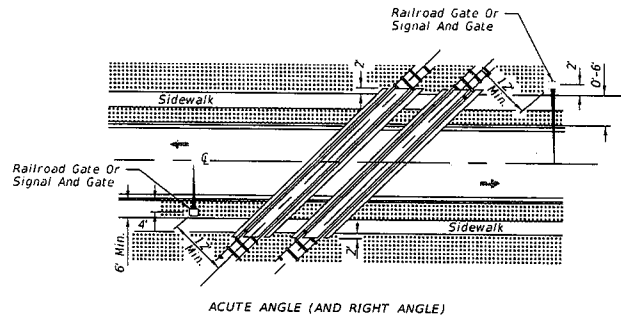
NOTE:

- Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
- When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

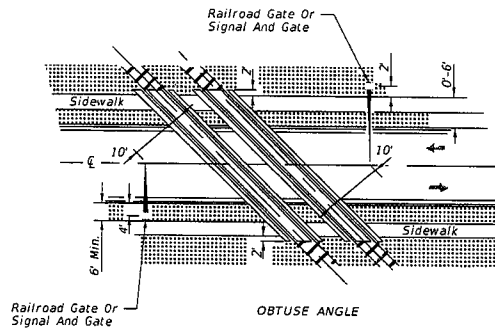


TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION	DESCRIPTION:	FY 2020-21	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX	SHEET
11/01/17		STANDARD PLANS		509-070	1 of 4



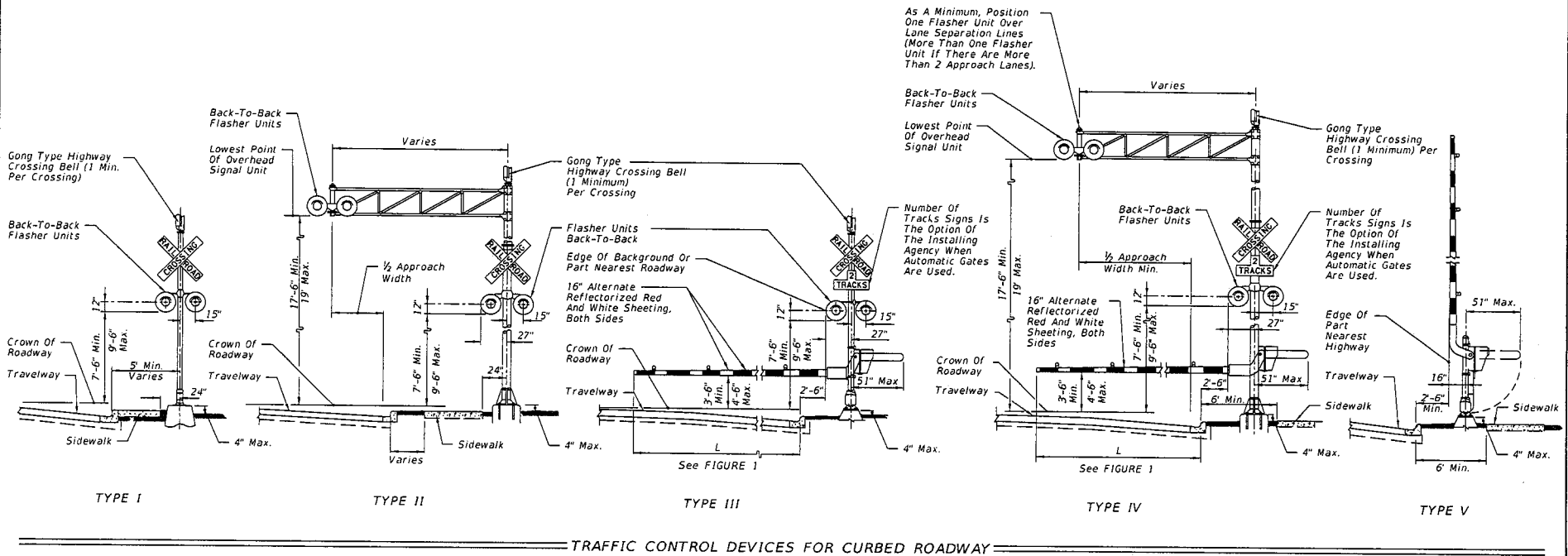
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)

NOTES:

1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk: 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



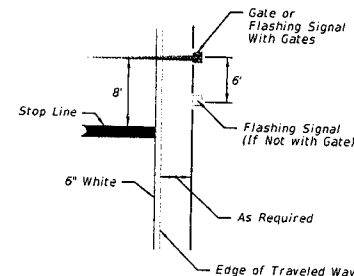
TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

LAST REVISION	DESCRIPTION:	FY 2020-21	RAILROAD GRADE CROSSING	INDEX	SHEET
11/01/17		STANDARD PLANS	TRAFFIC CONTROL DEVICES	509-070	2 of 4

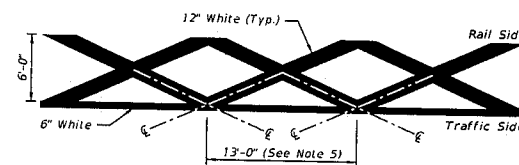
NOTES:

1. Place an additional W10-1 sign where intersections occur between the R/R pavement message and the tracks.
2. Place FTP-61-06 or FTP-62-06 sign 100' in advance of crossing for urban conditions and 300' in advance of crossing for rural conditions. See Index 700-102 for sign details.
3. Install Railroad Dynamic Envelope Pavement Markings only when called for in the Plans.
4. Do not install pavement markings when the distance between tracks is less than 14'.
5. The transverse dimension for the RDE "X" may be reduced to the lane width for two-lane roadways without shoulders or when shown in the Plans.
6. Do not install pavement markings in the Foul areas.

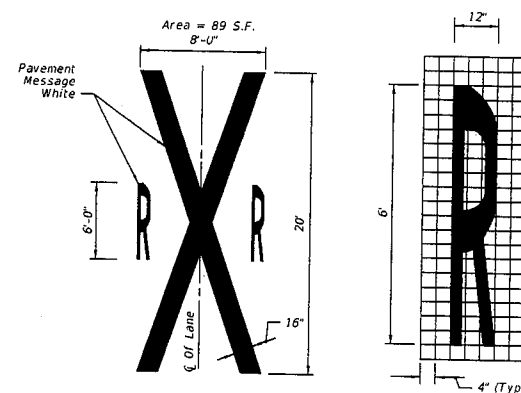
Design Speed (mph)	Distance "A" (ft)
60	400
55	325
50	250
45	175
40	125
35	100
URBAN	85 Min.



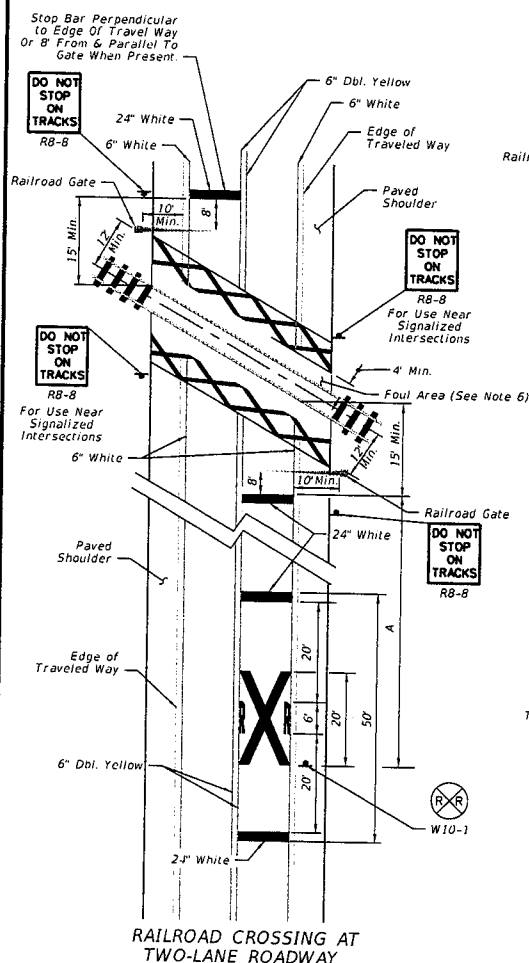
RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



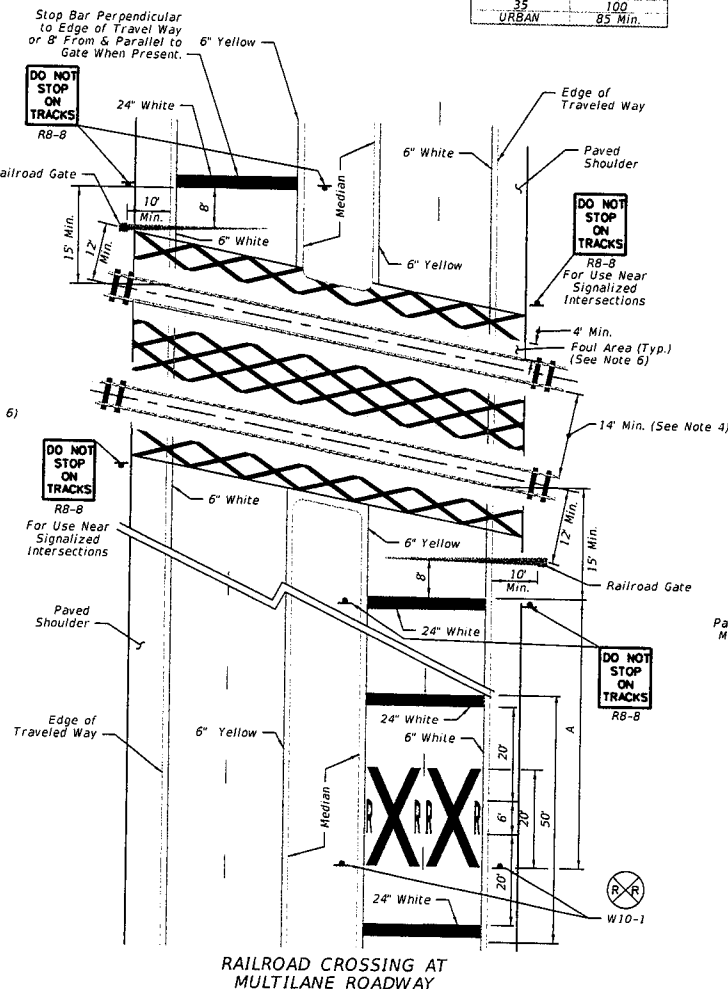
RAILROAD DYNAMIC ENVELOPE (RDE) PAVEMENT MARKING DETAIL



RAILROAD CROSSING PAVEMENT MESSAGE



RAILROAD CROSSING AT TWO-LANE ROADWAY



RAILROAD CROSSING AT MULTILANE ROADWAY

LAST REVISION 02/11/20 DESCRIPTION: Added Railroad Dynamic Envelope Pavement Marking Details.

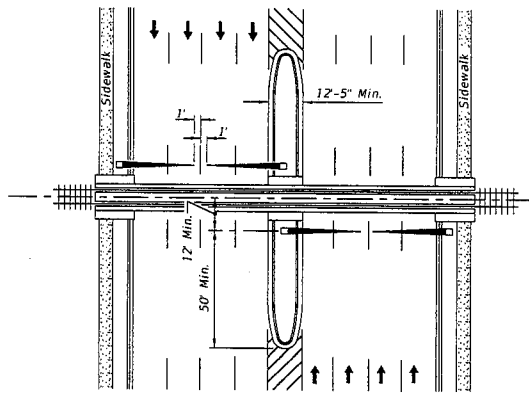
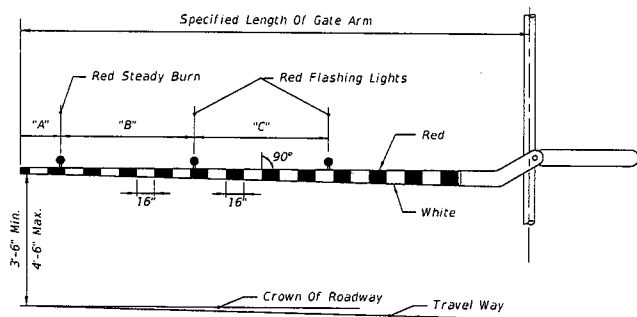


FY 2020-21
STANDARD PLANS

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

INDEX
509-070

SHEET
3 of 4

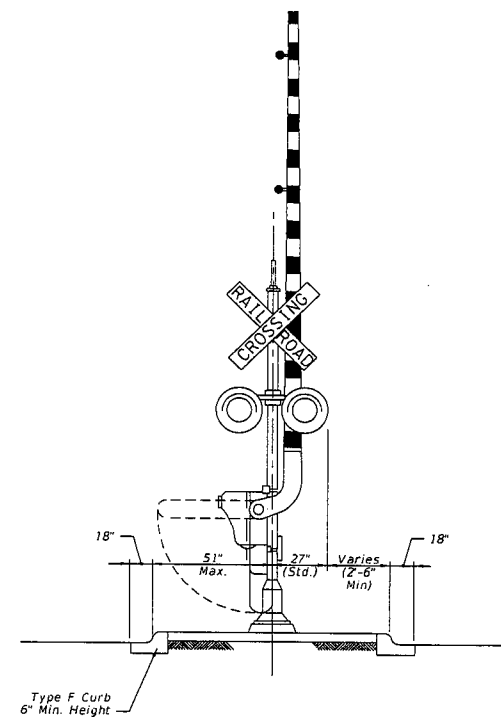


PLAN

RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

NOTE:
For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SECTION AT SIGNAL GATES

MEDIAN SIGNAL GATES FOR
MULTILANE UNDIVIDED URBAN SECTIONS
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

LAST REVISION 11/01/17	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 4 of 4
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider the re-appointment of one members to the Taylor County Development Authority Board.

MEETING DATE REQUESTED:

April 20, 2021

Statement of Issue:

The Board of County Commissioner approved amending the membership of the Taylor County Development Authority from 7 members to 9 members on January 2, 2018. There are 3 upcoming vacancies on the TCDA Board. The TCDA advertised the openings and received 1 application.

Recommended Action: Re-appoint member and continue to receive applications.

Fiscal Impact:

Budgeted Expense:

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Application
Copy of advertisement
Committee Roster



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS APPLICATION

Applicants must be at least 18 years of age.

Name: Matt Eckel

Phone: 850-843-2843

Address: 1871 US Hwy 19 North

E-Mail: meckel@fairpoint.net

Perry, FL 32347

Applicant is:

- x Yes / ☐ No A resident of Taylor County.
- x Yes / ☐ No Willing to attend all board meetings.
- x Yes / ☐ No Willing to complete a two or four year term, as applicable.
- x Yes / ☐ No Willing to support TCDA's main goal of job creation.
- x Yes / ☐ No Willing to attend annual strategic planning sessions.

Please explain your interest in serving on the TCDA board:

Continue Serving on the Board

Experiences or qualifications:

See Attached Bio

Matthew Eckel

Signature

9 APRIL 2021

Date

LaWanda Pemberton

From: Ray Curtis (CLF) <ray@thecurtislawfirm.com>
Sent: Thursday, April 8, 2021 9:48 AM
To: LaWanda Pemberton
Subject: TCDA Board Member Applications
Attachments: Board Application Ad.pdf; TCDA Application - John Hart 6.20.19.pdf; Prior Applicants.pdf

H e y L a W a n d a ,

I n r e s p o n s e t o t h e a t t a c h e d a d , w e o n l y h a d o n e a p p l i c a n t f o r T C D A B o a r d M e m b e r s h i p (J o h n H a r t - c u r r e n t l y s e r v i n g) . H i s p r i o r a p p l i c a t i o n i s a t t a c h e d h e r e t o .

B o a r d M e m b e r s E c k e l a n d S i n g e r h a v e n o t s o u g h t r e - a p p o i n t m e n t . H o w e v e r , t h e y w i l l b e a d v i s e d t h a t , u n l e s s t h e y r e s i g n , t h e y m a y c o n t i n u e t o s e r v e u n t i l t h e i r r e s p e c t i v e s u c c e s s o r s a r e a p p o i n t e d a n d q u a l i f i e d (p e r F S 1 5 9 . 4 5 (3)) .

I h a v e a l s o a t t a c h e d s o m e o f t h e a p p l i c a t i o n s f o r p r i o r a p p l i c a n t s t h a t w e r e n o t a p p o i n t e d . T h e y d i d n o t r e s p o n d t o t h e a t t a c h e d a d , b u t w a n t e d y o u t o h a v e t h e i r p r i o r a p p l i c a t i o n s i n t h e e v e n t t h e C o u n t y w i s h e d t o i n q u i r e o f t h e m .

T h a n k y o u .

R a y

--

Ray Curtis
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
-

(850) 584-5299 phone
(850) 290-7448 fax

The preceding electronic mail message (including any attachments) contains information the sender deems confidential and constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of the foregoing electronic mail (including any attachments) by unintended recipients is not authorized by the sender and may be unlawful.

LaWanda Pemberton

From: Traci Rowell
Sent: Wednesday, April 14, 2021 8:32 AM
To: LaWanda Pemberton
Subject: tcda

TCDA	EXPIRES	2 YEARS
JOHN SINGER	05.14.2021	TAYLOR COUNTY DEVELOPMENT AUTHORITY
DON EVERETT JR	01.01.2022	TAYLOR COUNTY DEVELOPMENT AUTHORITY
JAMES REED	05.14.2024	TAYLOR COUNTY DEVELOPMENT AUTHORITY
WALLACE HOLMES, JR	01.01.2022	TAYLOR COUNTY DEVELOPMENT AUTHORITY
BLAIR BEATY	05.14.2024	TAYLOR COUNTY DEVELOPMENT AUTHORITY
JOHN HART	05.14.2021	TAYLOR COUNTY DEVELOPMENT AUTHORITY
MATT ECKEL	05.14.2021	TAYLOR COUNTY DEVELOPMENT AUTHORITY
PAM FEAGLE - EX OFFICIO	ex officio	TAYLOR COUNTY DEVELOPMENT AUTHORITY
VENITA WOODFAULK - EX OFFICO	ex officio	TAYLOR COUNTY DEVELOPMENT AUTHORITY

Traci M Rowell

Personnel Manager
Taylor County Board of County Commissioners
201 E Green Street
Perry, Florida 32347
P-850-838-3500 Ext. 8
F- 850-838-3501
TRowell@taylorcountygov.com



Perry News-Herald

75c

Friday/
Saturday

February 26-27, 2021



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

**BE A PART OF TAYLOR COUNTY'S
DEVELOPMENT FOR SUCCESS!**

**THE TAYLOR COUNTY
DEVELOPMENT AUTHORITY
is currently accepting
applications to serve
on the organization's
Board of Directors**

TCDA strives to advance economic
development by providing an environment for
new and existing businesses to grow and
succeed.

Board candidate requirements include:

- Taylor County Resident.
- Accessibility to an electronic device in order to receive and send email.
- Attend monthly TCDA meetings, Board of County Commission meetings, and special events.

Interested candidates are cordially
invited to submit letters of interest to
the TCDA at: tcdaperry@gmail.com
by 5:00 pm Wednesday, March 31, 2021.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: DMH Financials



MEETING DATE REQUESTED: 4.20.21

Statement of Issue: Financials

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Tasha Towles on behalf of Chris Schmidt, CEO

Contact: Tasha Towles/Chris Schmidt 584-0885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Financials



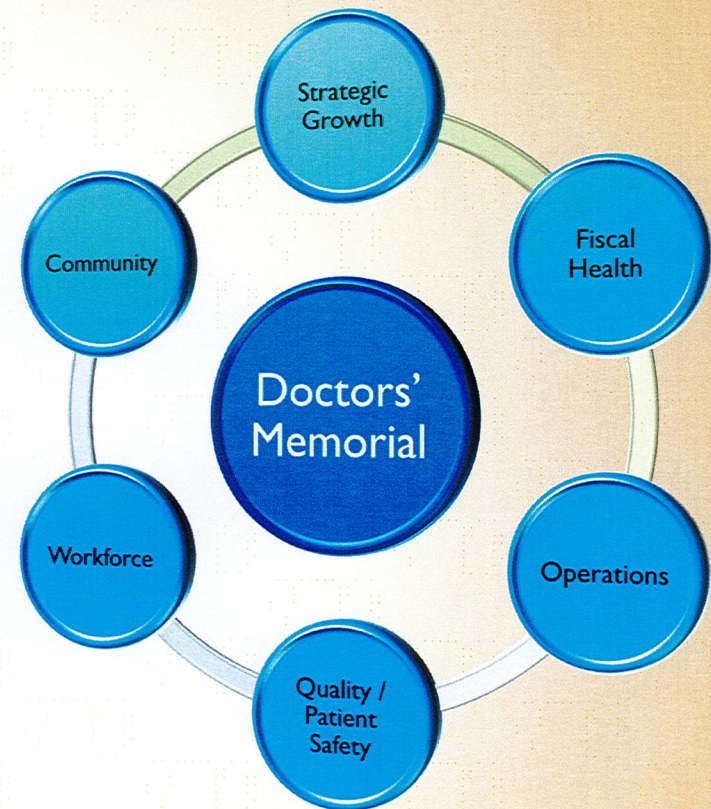
**CEO/CFO UPDATE
DOCTORS' MEMORIAL HOSPITAL
TAYLOR COUNTY COMMISSION MEETING
APRIL 20TH, 2021**



A partnership with Tallahassee Memorial HealthCare

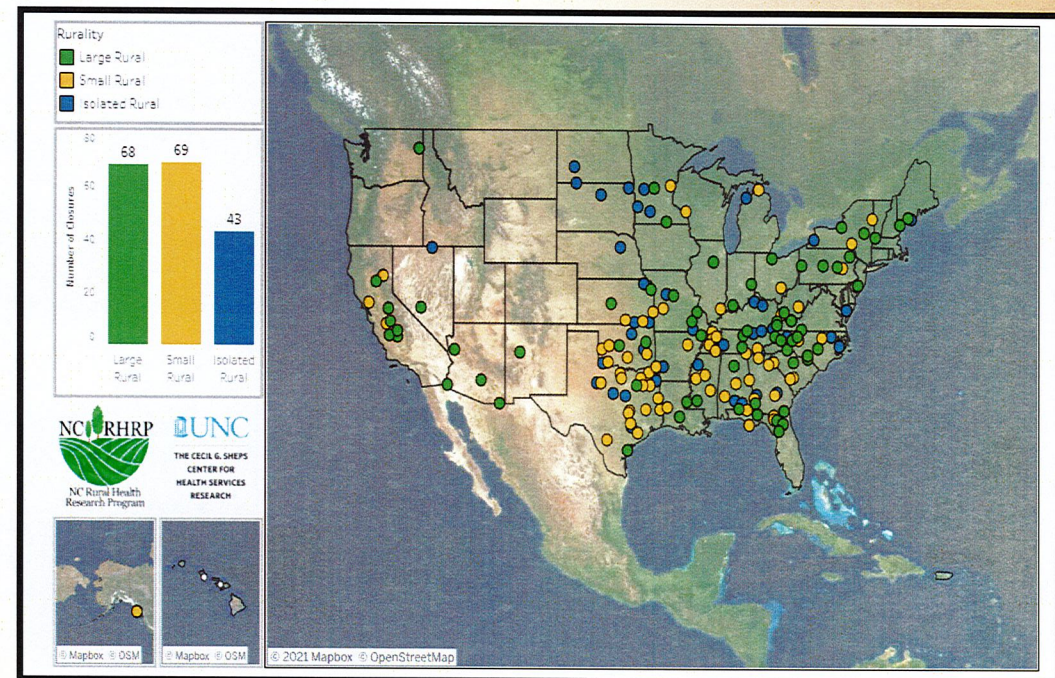
AGENDA

- Background of Rural Healthcare
- DMH Fiscal Health Update
- Where are We Going!
 - Operations
 - Strategic Initiatives
- 2021 Florida Legislative Session Update



LANDSCAPE OF RURAL HEALTHCARE

- Nationally, most rural hospitals (RH) struggle financially
- Variables for closure multifactorial
- 180 U.S. RHs closed since 2010
 - (Cecil Shepps Center for Health Services Research, UNC Chapel Hill)
- 1 in 3 financially vulnerable, estimated 25% of RHs to close in less than 10 years
- DMH experiences similar financial constraints as other RHs.





YOUR COMMUNITY HEALTHCARE FACILITY

- **Hospital Services:**

- Inpatient Offerings avg. 7 patients (15% utilization)
- Outpatient (Surgical / Laboratory / Imaging / Therapy) – 120
- Emergency Care Services: 30 patients daily (<10K visits annually)
 - Aero-medical transport

DMH Rural Health Clinics:

100 patients treated

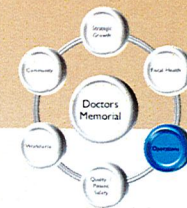
- Community Outreach \$1,500,000 Taylor County Residents
- Coverage of non-insured
- One of Taylor County's largest employers (190 FTEs); \$8.6M budget

Fiscal Health of DMH

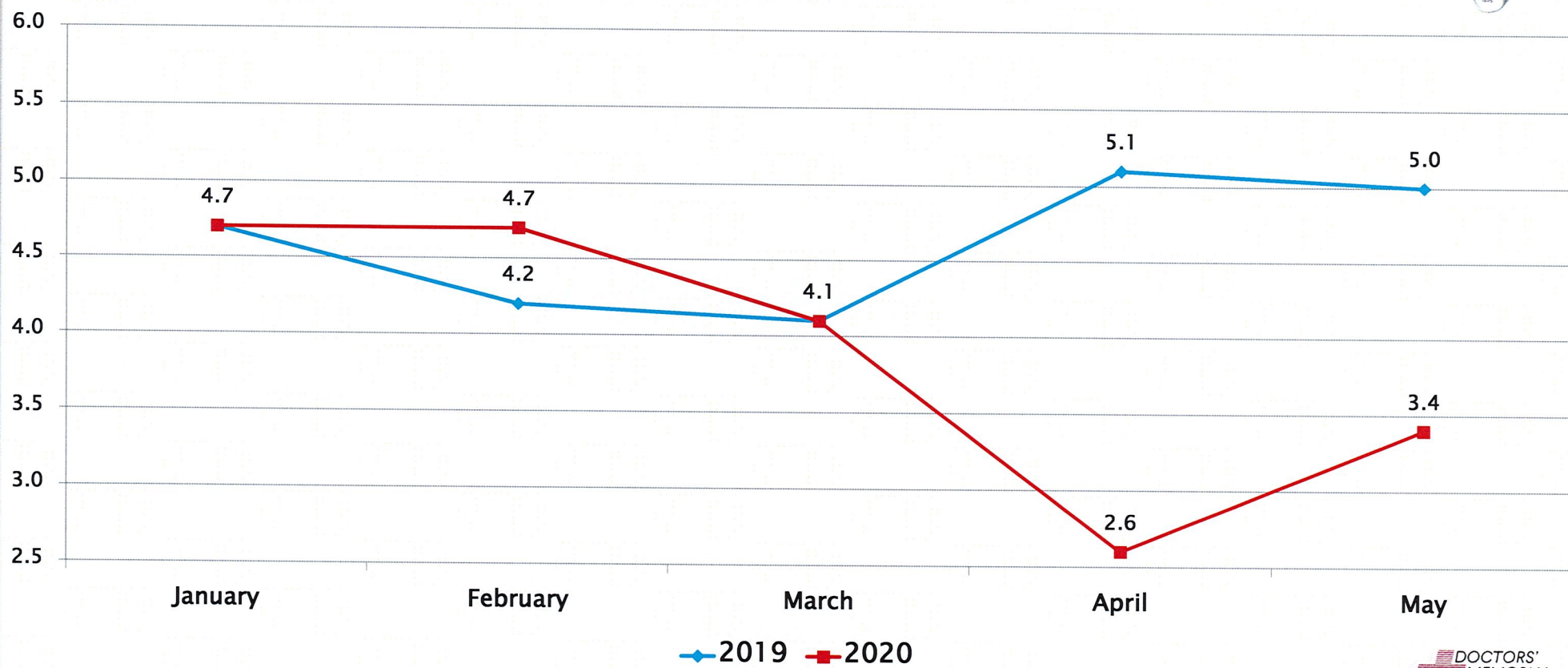


A partnership with Tallahassee Memorial HealthCare

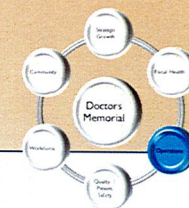
HOSPITAL REVENUES



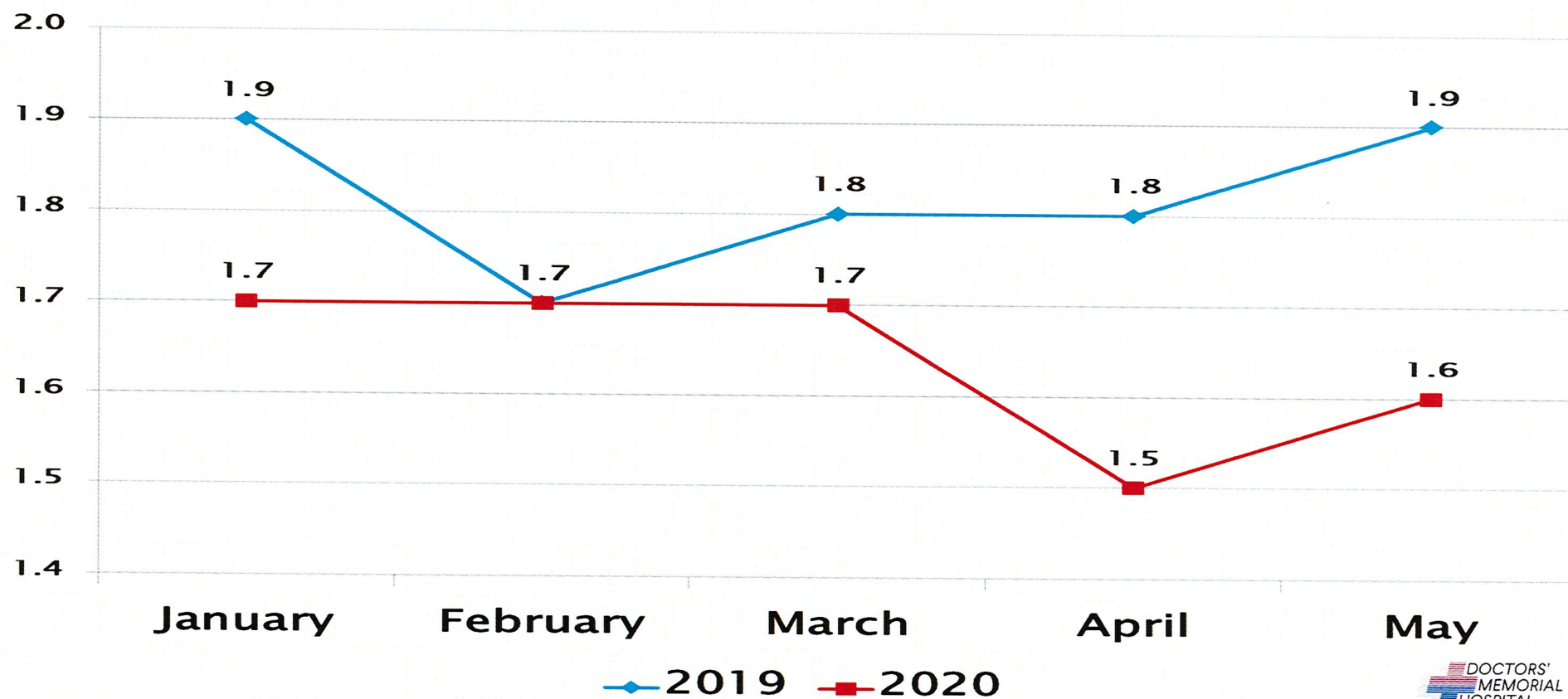
Total Revenues (in Millions)



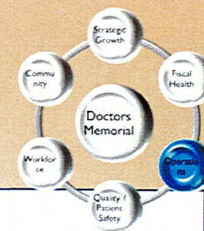
HOSPITAL EXPENSES



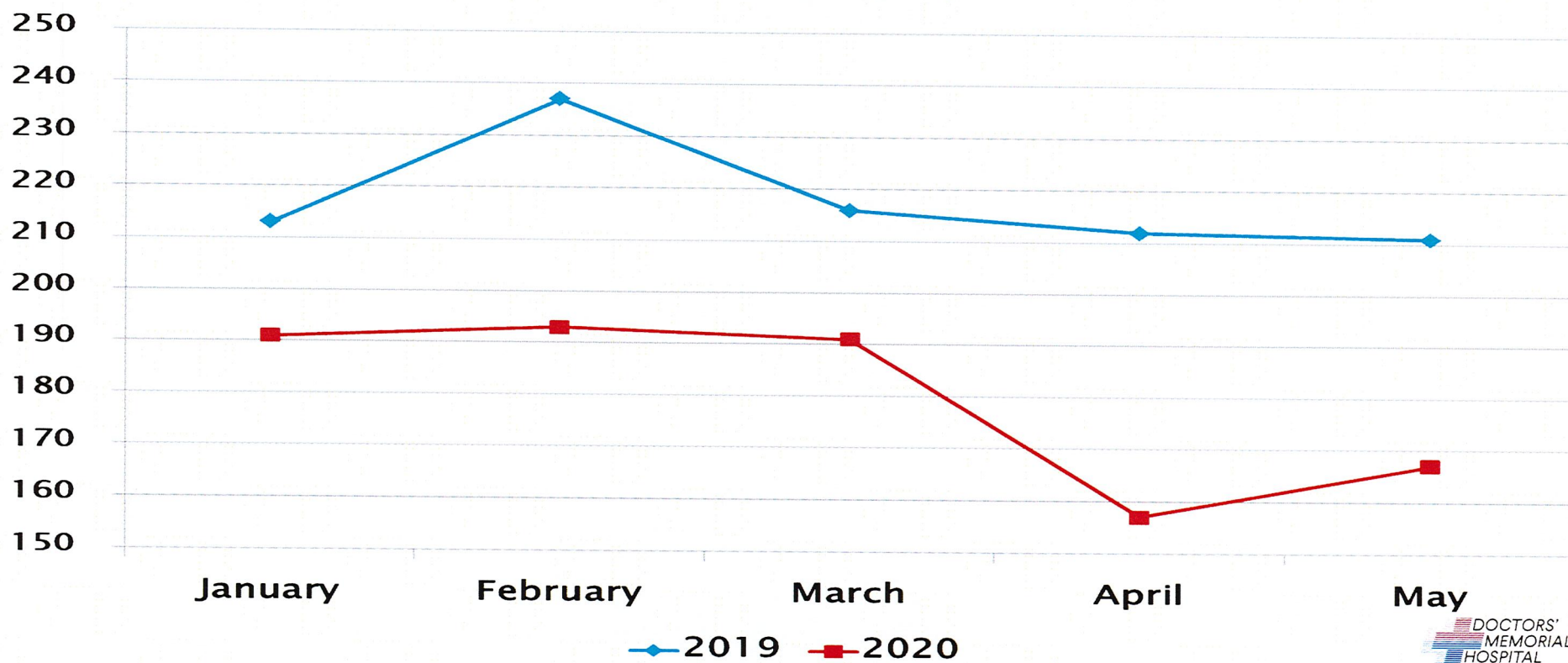
Total Expenses (in Millions)



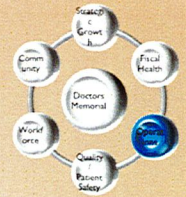
REDUCTION IN SALARY COST



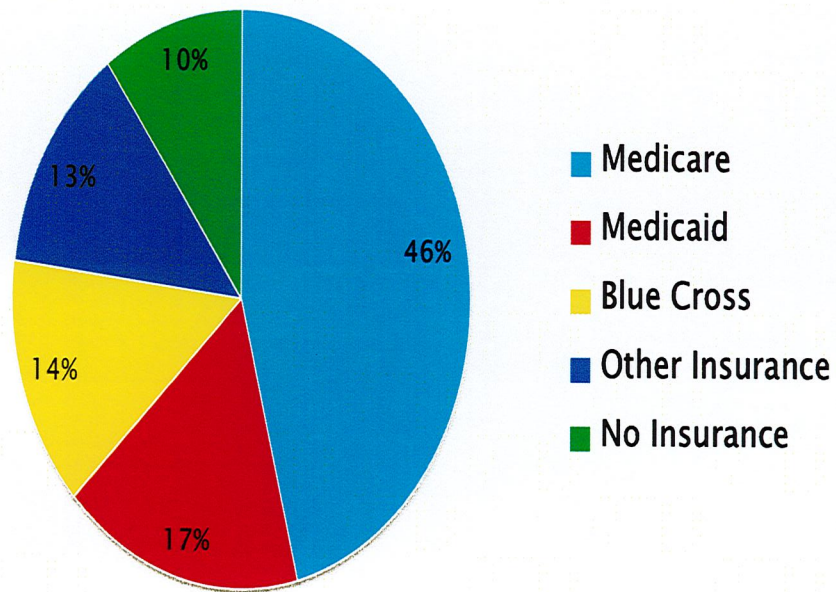
Number of Employees



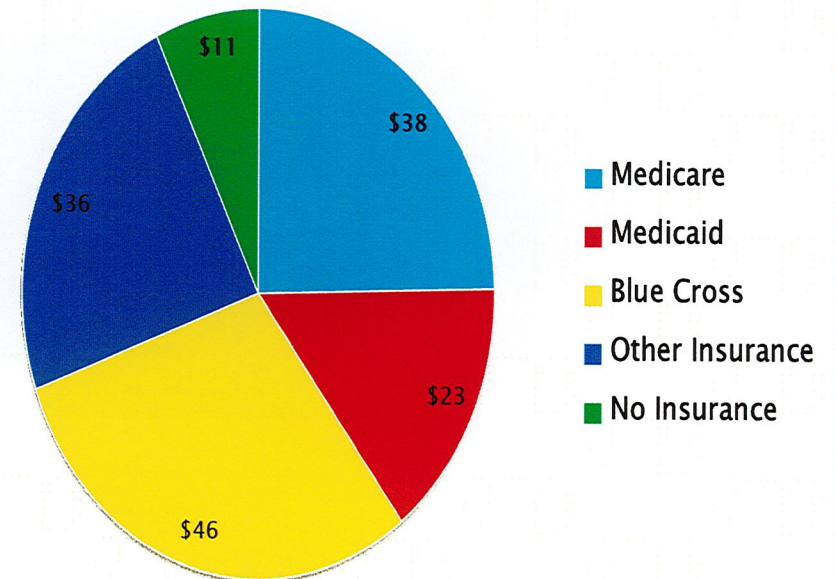
PATIENT MIX / PAYMENT FOR SERVICES



Patient Insurance Coverage

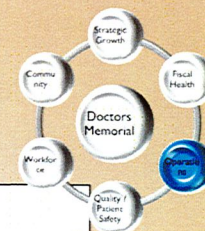


How much Insurance pays per \$100 of service

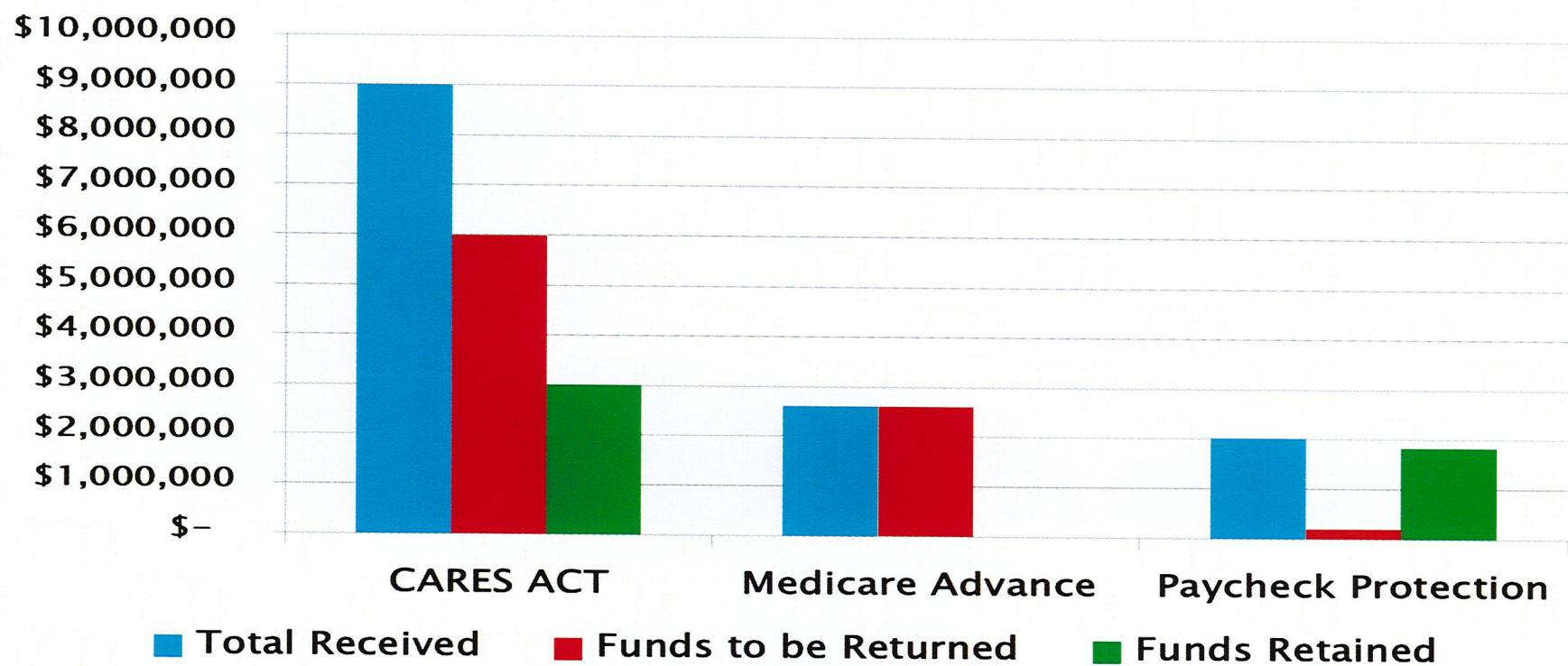


Hospital Expenses are \$40 per \$100 of service

FINANCIAL ASSISTANCE



COVID Financial Assistance



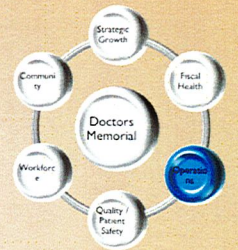
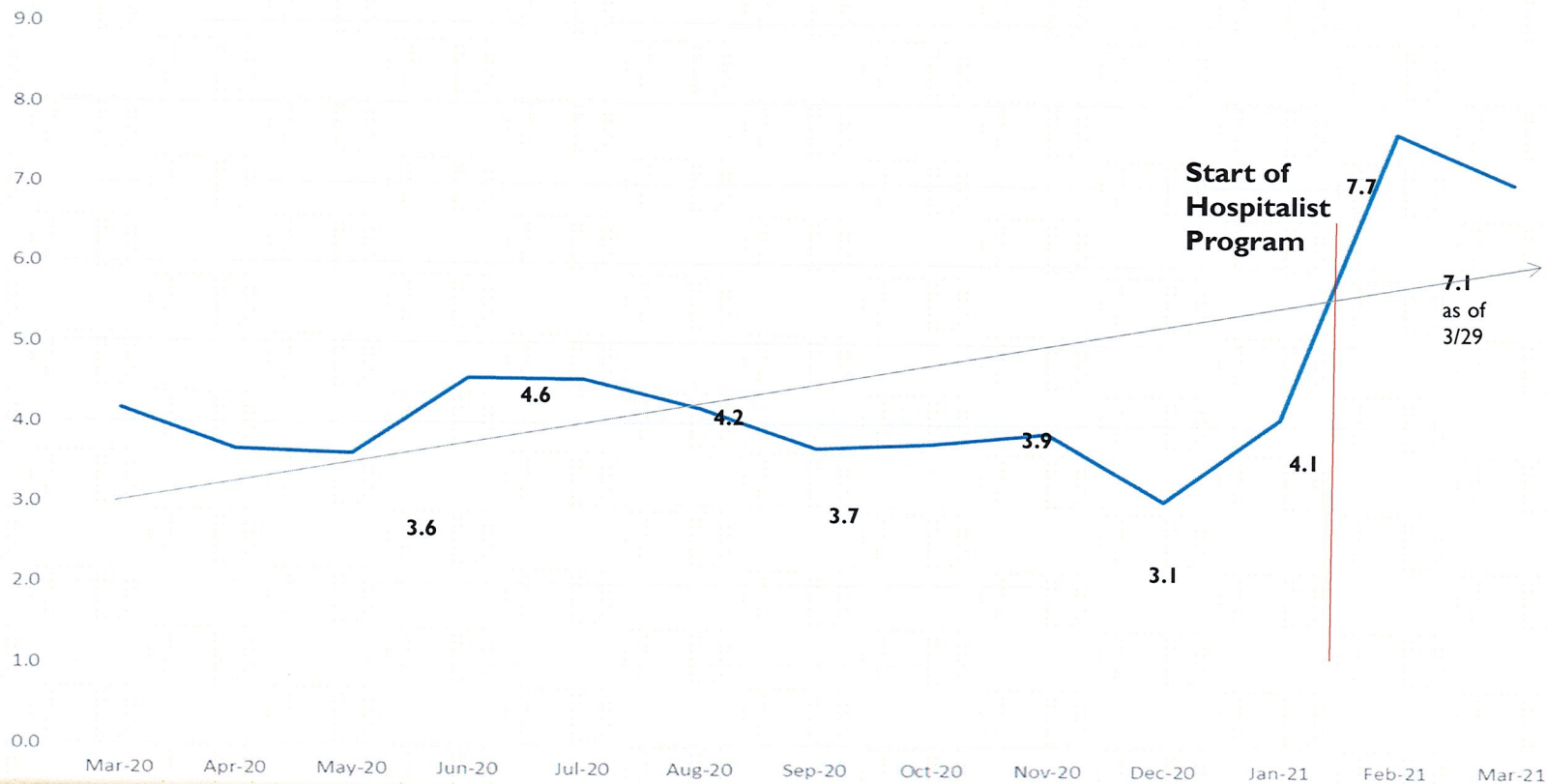
Where we are Going...



A partnership with Tallahassee Memorial HealthCare

HOSPITAL OPERATIONS

Monthly Average Inpatient



HOSPITAL OPERATIONS

- **Impact of COVID-19**
- **Growing Inpatient Bench Strength**
 - *Advanced Practice Registered Nurse (APRN) Hospitalist Program*
 - *Tallahassee Memorial Healthcare collaborative*
 - **Emergency Care Services**
 - *Envision Healthcare*

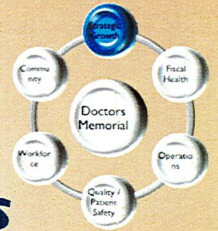


**DOCTORS'
MEMORIAL
HOSPITAL**

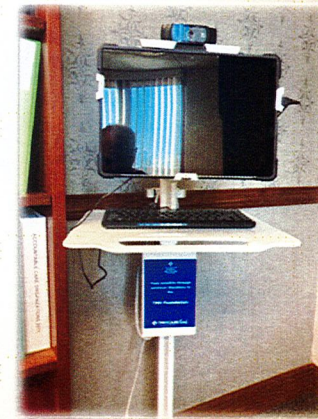
A partnership with Tallahassee Memorial HealthCare

STRATEGIC INITIATIVES

Regain our Community's Trust...Build the Support Services and Healthcare Workforce to Care for our Own...



- **Wound Care Collaborative**
- **Telemedicine Technology**
- **Specialty Services**
- **On the Horizon...**
 - **Infusion Services**



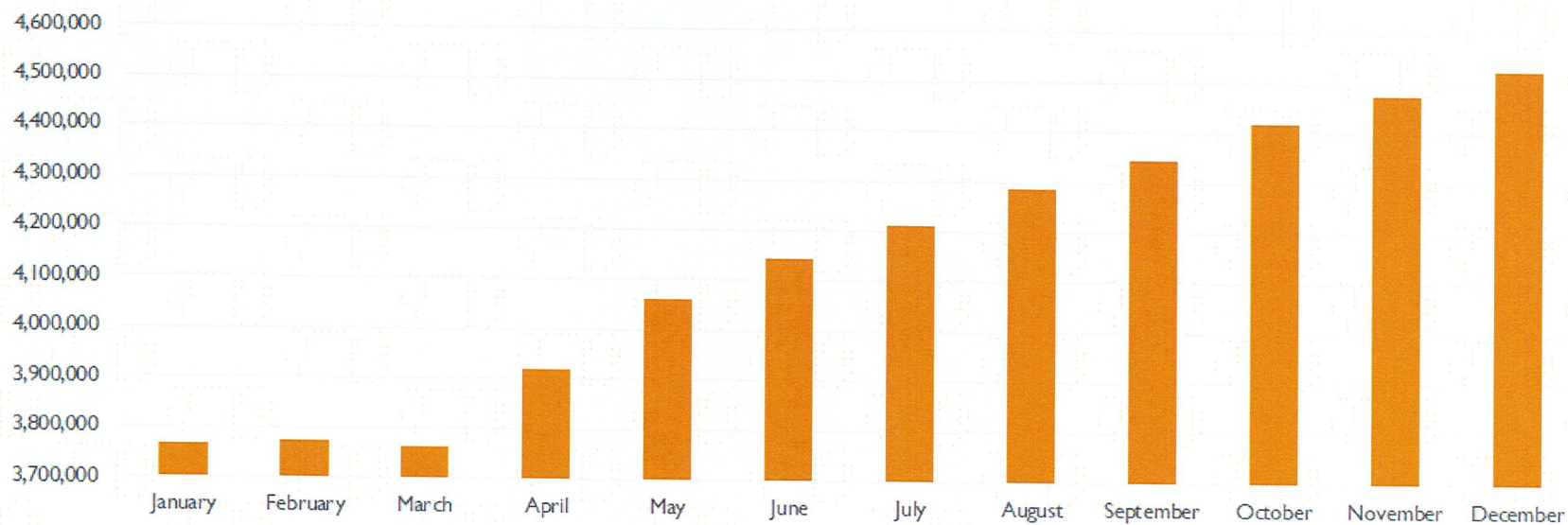
DOCTORS' MEMORIAL HOSPITAL
A partnership with Tallahassee Memorial HealthCare

FLORIDA LEGISLATIVE SESSION

MARCH 2, 2021 – APRIL 30, 2021



Since March, 2020 Medicaid enrollment increased 20 percent. Estimated Medicaid budget shortfall from increased enrollment - \$1.2 billion in state general revenue FY 2021-2022.



Source: Florida Hospital Association, 2021

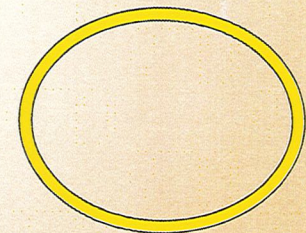
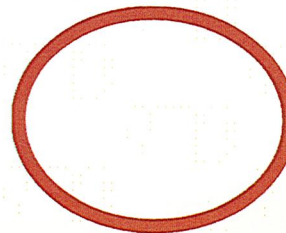
FLORIDA LEGISLATIVE SESSION POTENTIAL MEDICAID IMPACT

SENATE & HOUSE INITIAL BUDGET PROPOSALS: HOSPITAL CUTS		
Issue	Senate	House
Outpatient Rate Reduction	\$91,412,961	\$104,802,072
Inpatient Rate Reduction	\$159,819,802	\$183,503,637
Hospital Rate Enhancement Reduction	\$77,268,819	\$226,087,068
GME GR Reduction	-	\$18,847,010
Grand Total:	\$328,501,582	\$533,239,787



Florida Hospital Association
House / Senate Initial Budget Proposal Analysis

Senate Reductions					House Reductions				
IP & OP Models use 2019 calendar year claims. The IP Model uses v28 of the 3M DRG Groupers and the OP Model uses v28 of the 3M EAPG Groupers.	Decrease in DRG Payments Due to Senate Cuts - 7.5%	Decrease in EAPG Payments Due to Senate Cuts - 7.5%	Gain (Loss) in Enhanced Rate Payments Due to Senate Cuts	Total Cuts Proposed by Senate	Decrease in DRG Payments Due to House Cuts - 8.0%	Decrease in EAPG Payments Due to House Cuts - 8.0%	Decrease in Enhanced Rate Payments Due to House Cuts	Total Cuts Proposed by the House	
Doctor's Memorial Hospital - Taylor County	\$ (38,579)	\$ (104,952)	\$	\$ (143,531)	\$ (44,314)	\$ (120,314)	\$	\$ (164,628)	



Thank You!

Questions



A partnership with Tallahassee Memorial HealthCare

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider appointment of one member to the Taylor County Recreation Advisory Board (TCRAB)

MEETING DATE REQUESTED:

April 20, 2021

Statement of Issue: To fill recently vacated openings on the TCRAB.

Recommended Action: Appoint 1 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: The TCRAB is a seven member board and currently has three vacancies, due to recent resignations of members. The vacancies have been advertised in the local newspaper and will be continued to be advertised on social media and the County website.

One application from Richard Cori Johnson was received prior to the agenda deadline.

Options: Appoint/Not appoint applicant

Attachments: Application
TCRAB Committee Roster



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, 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

Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: Richard Cori Johnson
Address: 106 Judson Dr.
Perry FL, 32348
Phone: Home: 850-843-2177 Work: _____ Fax: _____
Email: ~~cori.johnson@taylorcountyfla.gov~~ cori.johnson.87@gmail.com

Please answer the following questions (use additional pages if necessary)

- | | | |
|---|--------------------------------------|----|
| 1. Are you 18 years old or older? | <input checked="" type="radio"/> Yes | No |
| 2. Are you a resident of Taylor County? | <input checked="" type="radio"/> Yes | No |
| 3. Are you a registered voter in Taylor County? | <input checked="" type="radio"/> Yes | No |
| 4. Are you willing to spend up to eight (8) hours per month for meetings and workshops? | <input checked="" type="radio"/> Yes | No |
| 5. Are you willing to attend all Board Meetings (emergencies excluded)? | <input checked="" type="radio"/> Yes | No |

Education:

Are you a High School Graduate? ☒ Yes ☐ No

Name of School: Taylor County High School
Address: 900 N Johnson Striping Rd.

Post-Secondary Education:

Name of School: _____
Address: _____

Technical Training:

Name of School: _____

Address: _____

Certificates or Licenses Held:

Please List: _____

College Courses or Graduate:

Name of School: _____

Address: _____

6. Do you or any family member have any affiliation with any business or company that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

Yes

No

If Yes, please explain:

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

8. Why do you wish to serve on the Taylor County Recreation Advisory Board?

To provide better opportunities for the youth of Taylor County.

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

No

10. The Taylor County Recreation Advisory Board representatives all sports played at the Taylor County Sports Complex. Please indicate which sport you would like to represent from the following choices in ranking order; first choice, second choice, and third choice and list your experience in each sport.

Rank/Choice: 7 Soccer: none

Rank/Choice: 2 Football: Played from 6yo - 17yo / Coached ² flag teams

Rank/Choice: 1 Baseball: played from 5yo - 12yo / Coached ^{last} 2 seasons

Rank/Choice: 3 Softball: none

Rank/Choice: 4 Basketball: none

Rank/Choice: 5 Tennis: none

Rank/Choice: 6 Users of the Trail: none

11. The TCRAAB will be meeting one or two times each month and participates in self-education and orientation. Do you foresee a problem in attending these events?

No foreseen problems

12. Further comments:

On behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this application and for offering to volunteer your time, which serves as an investment into the future of recreation in our community.

Applicant Signature:

Richard Cori Johnson

Print Name:

Richard Cori Johnson

Date:

4/12/2021

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347. Applications may also be faxed to 850-838-3501 or emailed to trowell@taylorcountygov.com. Applications are due by February 21, 2020. (m)

*Received 4/13/2021
Dawanda Dembert*

Taylor County Recreation Advisory Board (TCRAB) as of 02.24.2021

Name	Represents	Address	Email	Phone Number	Term	Term Began	Term End
Sherry Blanton	1)Trail 2)Soccer 3)Baseball	1720 Fortner Dr. Perry, FL 32347	Jerez1388@hotmail.com	838.7889 (home) 584.0635 (work)	3 Years	02.19.2019	02.19.2022
Alan C Hall	City Council	224 S. Jefferson St, Perry, FL 32347	alanhall@fairpoint.net ; councilmanhall@fairpoint.net	843.3418 (cell)	N/A	N/A	N/A
William Hall	1)Baseball 2)Soccer 3)Football	2730 Lundy Lane Perry, FL. 32347	Wthj08@gmail.com	843.1180 (home) 223.1360 (work)	3 years	03.02.2020	03.02.2023
Greg Mullins	Parks & Rec Manager	1685 US 19 Perry, FL 32347	Rec.coordinator@taylorcountygov.com	843.5789 (cell)	N/A	N/A	N/A
Jamie English	BOCC	201 E Green St Perry, FL 32347	jenglish@taylorcountygov.com	838.6766 (cell)	N/A	N/A	N/A
George Pridgeon	1)Baseball 2)Soccer 3)Football	103 Bishop Blvd Perry, FL 32347	georgepridgeon@gmail.com	843.1722 (cell)	3 years	03.01.2021	03.01.2024
Tasha Towles	1)Trail 2)Baseball 3)Softball	830 E. Cherry St. Perry, FL. 32347	tashatowles@gmail.com	843.1773 (cell)	3 years	03.16.2021	03.16.2024
Beth Flowers	1)Baseball 2)Football 3)Softball	4868 Turner Rd. Perry, FL. 32348	Bethflowers2414@icloud.com	838.6856 (cell)	3 years	04.05.2021	04.05.2024

(15)

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

April 9, 2021

Hon. Gary Knowles
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Ms. Lawanda Pemberton
County Administrator
201 E. Green Street
Perry, Florida 32347

Re: Opiate Litigation

Dear Gary and Lawanda:

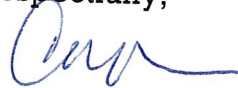
Enclosed please find another letter from Ms. Goldberg.

I think this needs to be put on the agenda so I can let the Board know that this is still going and maybe getting close to settlement.

Of course, I don't know if the County will get any funds, and if they do, more than likely the County will be told how to use it.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

The Bishop Law Firm

From: Amie Goldberg <Amie@romanolawgroup.com>
Sent: Wednesday, April 07, 2021 2:38 PM
To: lawbishop@fairpoint.net
Cc: Brent Ceryes; Eric Romano; Phil Federico; Matt Legg; John Romano; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger; Dustin Herman
Subject: Important AG Negotiation Update Regarding: Opioid Litigation - Taylor County
Attachments: 3-28-21 Florida Allocation Proposal Revised.docx; Core Strategies + Approved Uses Jan 2021.docx; OPIOID DRAFT RESOLUTION.docx; FLORIDA OPIOID LETTER RLG.pdf
Importance: High

Dear Mr. Bishop,

As you know, we have been in continued negotiations with the Attorney General to reach an allocation agreement to govern the distribution of settlement proceeds obtained through the Distributor and Johnson & Johnson deal, as well as any additional settlements obtained in the National Prescription Opiate litigation.

Through numerous meetings with the Attorney General, and with input and feedback from our clients, we have now reached an allocation proposal that we believe reflects a reasonable compromise between the State and its political subdivisions. Enclosed are the following materials related this proposal:

1. A Memorandum of Understanding setting forth the proposed allocation agreement;
2. A list of Core Strategies and Approved Uses, which is an exhibit to the Memorandum of Understanding;
3. A proposed resolution for your council to consider relating to this agreement;
4. Correspondence drafted by our legal team summarizing the terms of the agreement.

This negotiation has been a joint effort of outside counsel for all known litigating political subdivisions in Florida. We anticipate that similar correspondence will be sent to all litigating political subdivisions today. You may also receive separate correspondence from the Attorney General's office describing this agreement.

As we expect that forthcoming settlements will impose deadlines of 60-90 for states and local governments to reach allocation agreements, we encourage you to review these materials and raise these matters with your council over the coming weeks.

As always, we are available to respond to any questions that you or your council may have. We would also be pleased to set up a meeting to review the proposal with you.



Amie M. Goldberg RN APRN
Attorney/Director Opioid Litigation Project

Romano Law Group

Palm Beach International Towers

1601 Belvedere Rd., Suite 500-S

West Palm Beach, FL 33406-1551

Telephone: (561) 533-6700

Direct Line: (561) 623-2237

Mobile: (954) 213-8755

Facsimile: (561) 533-1285

Website: www.RomanoLawGroup.com

Mailing Address:

P.O. Box 21349, West Palm Beach, FL 33416



Please consider the environment before printing this e-mail.

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment 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";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

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 on 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. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "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.

7. "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>.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "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.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "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.

14. "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 MOU. These estimates can currently be found at <https://www.census.gov>

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or 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 currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an 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.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "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.

18. "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 in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

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. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 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. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it 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 section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (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 regional share for each County will be paid 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. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund 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 deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- 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%

5. 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, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic 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 Governments.
- (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 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 two-year term.

- (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 for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - 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. The State and each of the Local Government 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 Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (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.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") 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.

7. **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.

8. **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.

9. **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 entirety of all contingency fee contracts for Local Governments in the State of Florida 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 of Florida in connection with the Settlement because their participation increases the amount 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 MOU 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 years of the Settlement. Accordingly, to offset the amounts being paid from the City/County 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.

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:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
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:	\$7.5
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:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (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.

(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.

10. **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 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

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].¹

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.

¹ 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.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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:²

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,

² 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 of 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.

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DRAFT RESOLUTION

RESOLUTION Supporting a Unified Plan for the Allocation and Use of Opioid Settlement Proceeds and Authorizing the city/county to Execute the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan.

WHEREAS, the _____ of _____ is a litigating public entity with claims pending in the federal district court in In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio); and,

WHEREAS, the attorneys representing the State of Florida and various local governments involved in the litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from the multidistrict litigation; and,

WHEREAS, the Florida Memorandum of Understanding ("Florida Plan") sets forth a non-binding general framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations, and

NOW THEREFORE, BE IT RESOLVED by the _____ of the Municipality/County of _____, State of Florida:

SECTION 1. That (city/county) hereby acknowledges its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Memorandum of Understanding, attached hereto as Exhibit A.

SECTION 2. That the (official) is hereby authorized to execute the Florida Memorandum of Understanding in substantially the form contained in the attached Exhibit "A".

SECTION 3. That the (official) is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Memorandum of Understanding and this Resolution, subject to approval to form by Legal.

SECTION 4. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

Adopted date

Signature: _____

Title: _____

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4/7/2021

VIA EMAIL

Re: Update on Negotiation with Florida AG

Dear Client,

We are writing to provide you with an update on the status of the ongoing negotiations with the Florida Attorney General in the National Prescription Opiate Litigation.

As you are aware, outside counsel for nearly all litigating political subdivisions within the State of Florida have been working together to negotiate an allocation agreement with the State. This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Distributor and Johnson & Johnson deal as well as any additional settlements obtained in the National Prescription Opiate litigation.

We have now received a revised allocation proposal from the Attorney General's office, which is set forth in the attached Memorandum of Understanding. This proposal is the result of numerous meetings with the Attorney General's office and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, and the concerns and priorities of our clients, we believe that this revised proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this communication is to summarize the primary terms of the Memorandum and attempt to anticipate questions that you or your Council may have regarding this litigation and allocation proposal. The Distributor and J&J deal contemplate the need for relatively quick buy-in on an allocation between the State and its subdivisions in order to maximize recovery. Although we do not have a precise timeframe on when the Distributor and J&J deal will be finalized or how much time will be provided for buy in, we recommend raising these matters with your council at this time. We also anticipate that the Attorney General will be making an announcement of their own. It is anticipated that if this proposal meets with the approval of litigating political subdivisions, it would be implemented through council resolutions. An exemplar resolution is also included with this correspondence.

As always, we are available to meet with you or your Council to address any questions or concerns. Please note that this is a preliminary document, and that further clarity regarding the terms of the Memorandum will be developed in further documents which will effectuate this agreement.

Why is an allocation agreement necessary?

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At least 88 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy. The Plaintiffs' Executive Committee is in ongoing negotiations with the Distributors and J&J, with potential resolutions anticipated in the coming weeks or months.

Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Where such a joint resolution can be obtained, the political subdivisions and the State will receive a substantially larger settlement amount if they are all parties to the settlement. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

How can the funds be used?

Under this agreement, all settlement funds received by the State of Florida and its political subdivisions must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders ("Approved Purposes"). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. These uses are intended to best serve the overall purpose and intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

How are the funds allocated?

Consistent with the original proposal, this Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida. The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the "Negotiation Class Metrics." This model was developed in the National Prescription Opiate MDL, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement, and decreasing over time. Through our negotiation with the Attorney General, we have been successful in increasing the overall amount of this Fund from the original proposal.

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These funds are allocated to counties in accordance with the "Negotiating Class Metrics" described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed "Qualified Counties") these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity for that county, to be spent on approved purposes within that county.

For Qualified Counties: For those counties with a population of greater than 300,000, we encourage you to review the definition of Qualified County to ensure that you can meet the other requirements set forth therein. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities within your county as to how these funds are spent. Specifically, you must reach an agreement with a sufficient number of municipalities such that the aggregate population of municipalities which consent to the county's use of these funds is more than half the aggregate population of individuals residing within municipalities in your County. The requirements of such agreements are subject to further discussion and negotiation.

For counties which do not meet the criteria to be a Qualified County: Smaller counties have shared a concern that the Regional Funds attributable to their counties will be paid to the Managing Entity, as opposed to the county directly. In our negotiations, we sought to expand the definition of Qualified County to include smaller counties with sufficient infrastructure to effectively utilize these funds. Unfortunately, our efforts have not been successful. The Attorney General continues to take the position that these funds will be more effectively leveraged in these communities if aggregated and directed by the Managing Entity. However, given the expanding role and responsibilities of Managing Entities, we believe there is an opportunity for smaller counties to develop collaborative and mutually beneficial relationships with these Managing Entities, such that these funds will be spent in a way which will realize the same or greater better community benefits. As many of these Managing Entities are represented in this litigation, we are prepared to assist you in developing these relationships. The Attorney General has also agreed to help communities get involved in or engage with their Managing Entities.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes.

Are there any reporting requirements?

The State and each local government must report its expenditures to the Department of Children and Families each year.

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This agreement also establishes an Opioid Abatement Taskforce or Council. The Taskforce or Council includes appointments from municipalities, qualified counties and non-qualified counties. The purpose of the Opioid Abatement Taskforce or Council is to advise the Governor, Legislature, Florida's Department of Children & Families and Local Governments on priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent.

How will the attorneys be paid?

Through the course of negotiating these settlements and this allocation agreement, we have sought to create a separate fund for the payment of attorneys' fees. In this manner, the costs of attorneys' fees are shared by both litigating and non-litigating entities, rather than paid directly from the recovery of litigating entities, as provided in the agreement or retainer.

The original proposal from the Attorney General provided for the development of a separate fund for the payment of attorney's fees. This revised proposal creates a fee fund of between 0-10% of the City/County fund, depending on the degree to which litigating local governments choose to participate in this settlement. Under this proposal, counsel must first attempt to obtain a legal fee from any national fee fund established as part of any settlement. If counsel is unable to obtain their full contracted fee from that fund, counsel may then obtain additional funds from this separate fund. In most cases, this will result in a substantial reduction in the attorney's fees to counsel from what is set forth in the agreement or retainer, and will avoid the necessity of counties and cities paying the higher contingency fee directly from their recovery.

What is the risk if political subdivisions do not agree?

If we are not able to reach an agreement with the Attorney General's office, this may threaten the overall allocation of settlement proceeds to the State of Florida and its local governments. This is because the settlement agreement currently under negotiation incentivize states and local governments to reach allocation agreements, and penalizes those that do not.

Alternatively, there is a potential litigation risk that in the absence of an agreed upon allocation plan, the State may seek a declaration that only the State of Florida, and not its local governments, have standing to bring litigation on behalf of its citizens, threatening the ability of local governments to pursue their own lawsuits in this matter.

When must we make a decision about this proposal?

Potential settlements are anticipated in the coming weeks or months. These proposed settlements are anticipated to include provisions which establish time limits on agreements between states and political subdivisions. Although we do not have a precise timeframe on when the Distributor and J&J deal will be finalized or how much time will be provided for buy in, we recommend raising these matters with your

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council at this time. We anticipate that the Attorney General's office may make an announcement of their own in the coming weeks in an effort to build momentum.

We are available to meet with you or your Council and discuss this proposal at your request.