

SUGGESTED ~~AMENDED~~ AGENDA

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

**TUESDAY, JUNE 21, 2022
9:00 A.M.**

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

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

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

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

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

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

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

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

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO PAT TOUCHTON IN RECOGNITION OF HIS THIRTY-SEVEN (37) YEARS OF SERVICE TO TAYLOR COUNTY.

CONSENT ITEMS:

5. APPROVAL OF MINUTES OF MAY 31 AND JUNE 6, 2022.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER APPROVAL OF LIGHTING SERVICE AGREEMENT WITH DUKE ENERGY, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTIONS REMOVING CDL LICENSURE REQUIREMENTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTIONS REMOVING HIGH SCHOOL DIPLOMA/GED REQUIREMENTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE COMMUNITY TRANSPORTATION COORDINATOR (CTC) ANNUAL EVALUATION 2021-2022, AS REQUIRED BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
11. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT FOR THE UPCOMING FY 2022-2023 GRANT CYCLE, AS AGENDAED BY THE GRANTS COORDINATOR.

12. THE BOARD TO CONSIDER APPROVAL OF NOTICE OF SITE DEDICATION AND LIMITATION OF USE REQUIRED FOR THE FINANCIAL ASSISTANCE RECEIVED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) – FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR IMPROVEMENTS AT THE TAYLOR COUNTY SPORTS COMPLEX, AS AGENDAED BY MELODY COX, GRANTS WRITER.
13. THE BOARD TO CONSIDER APPROVAL OF DRAFT LETTER OF SUPPORT, AS REQUESTED BY THE CITY OF PERRY.

13-A. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR A PUBLIC HEARING ON DRAFT SOLID WASTE ASSESSMENT ORDINANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

14. THE BOARD TO RECEIVE SEALED PROPOSALS FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR MONTHLY DONATION OF \$15,000 TO THE TAYLOR COUNTY SENIOR CITIZENS CENTER, FOR THE REMAINDER OF THE 2021/2022 FISCAL YEAR, AS REQUESTED BY DIANE LANDRY, BOARD PRESIDENT.
16. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR FUNDING TO ENHANCE SCHOOL SECURITY, AS REQUESTED BY MIKE ANDERSON.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

17. THE BOARD TO CONSIDER APPROVAL OF DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (DACS) AMENDMENT, AS REQUESTED BY JACK SMITH, FOREST AREA SUPERVISOR FOR THE FLORIDA FOREST SERVICE.
18. THE BOARD TO CONSIDER APPROVAL OF THE BIG BEND WATER AUTHORITY PROPOSED BUDGET FOR THE 2022-2023 FISCAL YEAR, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER.

GENERAL BUSINESS:

19. THE BOARD TO DISCUSS RECREATIONAL VEHICLE DENSITY, AS AGENDAED BY COMMISSIONER MOODY.

COUNTY ADMINISTRATOR ITEMS:

20. THE BOARD TO DISCUSS THE JUNE WORKSHOP/SPECIAL MEETING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
21. THE BOARD TO DISCUSS REQUIREMENTS OF HOUSE BILL 53, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE BOARD TO CONSIDER APPROVAL OF DRAFT SPORTS COMPLEX RENTAL PACKET, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE BOARD TO DISCUSS PROJECT PRIORITY FOR SUBMISSION FOR LOCAL SUPPORT GRANT PROGRAM AS AGENDAED BY THE COUNTY ADMINISTRATOR.
24. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
25. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
26. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

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.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF DRAFT RESOLUTION
FOR PAT TOUCHTON.

**MEETING DATE REQUESTED:**

JUNE 21, 2022

Statement of Issue: TO PROVIDE PUBLIC ACKNOWLEDGEMENT FOR MR.
TOUGHTON'S 37 YEARS OF SERVICE TO TAYLOR
COUNTY.

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: MR. TOUCHTON BEGAN HIS EMPLOYMENT ON MAY 9TH 1985 AS TECHNICIAN II. HE WAS PROMOTED TO FOREMAN I ON OCTOBER 1ST 1986, MECHANIC II ON MAY 25TH 1995, HEAVY EQUIPMENT OPERATOR II ON APRIL 12TH 1996, TEMPORARY TEAM LEADER ON OCTOBER 8TH 1998, AND SOUTH WORKING TEAM LEADER ON MARCH 30TH 1999.

Options: APPROVE/ NOT APPROVE

Attachments: DRAFT RESOLUTION

RESOLUTION

WHEREAS, the Board of County Commissioners have been advised that PAT TOUCHTON retired from the position of Working Team Leader effective May 31, 2022, and ;

WHEREAS, MR. TOUCHTON began his employment on May 9th 1985 as Technician II. He was promoted to Foreman I on October 1st 1986, Mechanic II on May 25th 1995, Heavy Equipment Operator II on April 12th 1996, Temporary Team Leader on October 8th 1998, and South Working Team Leader on March 30th 1999 and;

WHEREAS, MR. TOUCHTON has provided valuable services to the people of Taylor County and to the Board of County Commissioners, and;

WHEREAS, the Board wishes to publicly thank MR. TOUCHTON for 37 years of dedicated service to our County, and;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida extends its heartfelt appreciation and gratitude to PAT TOUCHTON for his service to the people of Taylor County and the Board of County Commissioners.

BE IT RESOLVED that a copy of this resolution be furnished to MR. TOUCHTON and that a copy be placed in the minutes of this Board.

DONE AND ORDERED in regular session at Perry, Taylor County, Florida, this day of June 21, 2022.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Thomas Demps, Chairperson

ATTEST

Gary Knowles, Clerk of Courts

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF LIGHTING SERVICE AGREEMENT WITH DUKE ENERGY.



MEETING DATE REQUESTED:

JUNE 21, 2022

Statement of Issue: TO INSTALL FLOOD LIGHT AT CARLTON CEMETERY ROLL OFF SITE.

Recommended Action: APPROVE

Fiscal Impact: \$385 ONE TIME FEE AND \$55.25 MONTHLY PAYMENT

Budgeted Expense: PARTIALLY BUDGETED. MONTHLY FEE WILL INCREASE APPROXIMATELY \$20 PER MONTH FOR FLOOD LIGHT.

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: COUNTY STAFF OBTAINED LIGHTING PROPOSAL FROM DUKE ENERGY FOR PLACEMENT OF A FLOOD LIGHT AT THE CARLTON CEMETERY ROLL OFF SITE IN AN EFFORT TO INCREASE THE LIGHTING AT THE SITE AND DISCOURAGE VANDALISM.

Options: APPROVE/ NOT APPROVE

Attachments: LIGHTING PROPOSAL



FL01 LIGHTING SERVICE AGREEMENT

Account Information:
TAYLOR COUNTY BD OF CO COMM
ATTN: ACCOUNTS PAYABLE
PO BOX 620

Project Information:
49 CARLTON CEMETERY RD
PERRY Florida 32347

Account Number:
9100 8789 9743

Work Order Number:
44146117

Customer Contact Information:
TAYLOR COUNTY BD OF CO COMM
LPEMBERTON@TAYLORCOUNTYGOV.COM

Duke Energy Representative Contact Info:

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This Lighting Service Agreement is hereby entered into this 15th day of June, 2022, between Duke Energy (hereinafter called the "Company") and TAYLOR COUNTY BD OF CO COMM (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 3 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove the fixtures from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	0.00	385.07	385.07	0.00
10 Years (120) Months	56.69	0.00	6802.80	56.69

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	001	Light Fixture Roadway LED 150W Gray (RAL7038) Type III	5.92	1.39	4.03	11.34	11.34
I	001	Light Fixture Flood LED 260W Bronze Multivoltage up to	14.47	1.39	7.19	23.05	23.05
I	001	Light Fixture Roadway LED 280W Gray (RAL7038) Type III	8.77	1.39	7.82	17.98	17.98
I	001	Lighting Pole Wood 35ft Class 5	4.32	0.00	0.00	4.32	4.32
Rental, Maintenance, F&E Totals:			\$0	\$0	\$0		
Estimated Change to Base Monthly Charge Total							\$56.69

One Time Charges			
Quantity Required	One Time Charge Description	Unit Price	Sub-Total
001	CIAC <i>Ex: Includes Construction Costs or possible Early Termination charges for removals</i>	385.07	385.07
Total Estimated One Time Amount			\$385.07

DA Note: REMAINING TOTAL COST = (INITIAL TERM) - (# OF MONTHS BILLED) * (INITIAL MONTHLY COST)

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

**Outdoor lighting Terms and Conditions**

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.




16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

 SAFETYFirst PERSONAL ACCOUNTABILITY ACTIVE CARRING HAZARD RECOGNITION	USP: Add Up Stream Protection, Facility ID, and Blocking Device Type USP: RECLOSER #: 2624485 USP: USP:		Safety Reminders / Adverse Conditions ? : OPEN TO TRUCK ? : ? : ? :		Work Zone General Comments: Double click to e
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REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

PUCKETT RD

CARLTON CEMETERY RD

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ROADWAY

FLOODLIGHT

P1
8630473
I- 150W LED RDWY
I- 6' RDWY BRACKET
ADD POLE TAG

S1
I- 120' #6 DUPLEX

P2
8829784
I- 35 5 WOOD POLE
I- 260W LED FLOOD
I- BULLHORN BRACKET
I- 280W LED RDWY
I- 6' RDWY BRACKET

SCOPE OF WORK:
INSTALL WOOD POLE
INSTALL LIGHT FIXTURES

I- 35 5 WOOD POLE
I- 150W LED RDWY
I- 280W LED RDWY
I- 260W LED FLOOD
I- (2) 6' RDWY BRACKET
I- BULLHORN BRACKET
I- 120' #6 DUPLEX

DE CONTACT:
JONATHAN SANGIORGIO
813-624-8765

SITE CONTACT:
GARY WAMBOLT
850-672-1213

911 ADDRESS:
49 CARLTON CEMETERY RD
PERRY, FL 32348

ACCOUNT #: 910087899743
PREMISE #: 5206014913

Work Order Number	44146117
Customer/Contact	TAYLOR COUNTY BD
Contact Phone	OF CO COMM 850-584-0800
Job Site Address	49 CARLTON CEMETERY RD
City	PERRY
County	TAYLOR
State, Zip	FL, 32348
Designer	Jonathan Sangiorgio
Designer Phone	813-624-8765
Circuit ID	N9
Primary Voltage	12.47/7.2 kV
Permit Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTIONS.



MEETING DATE REQUESTED:

JUNE 21, 2022

Statement of Issue: TO REMOVE THE CDL LICENSURE REQUIREMENT FOR THE ROAD MAINTENANCE TECHNICIAN POSITIONS.

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: STAFF RECOMMENDS THAT THE BOARD APPROVE AMENDED JOB DESCRIPTIONS THAT REMOVE THE CDL REQUIREMENT FOR ROAD MAINTENANCE TECHNICIANS. IN ORDER TO ADVANCE TO HEAVY EQUIPMENT OPERATOR POSITIONS EMPLOYEES MUST OBTAIN CDL LICENSURE.

Options: APPROVE/ NOT APPROVE

Attachments: AMENDED JOB DESCRIPTIONS

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance
Signs & Safety Technician (RMSST)

EXEMPT (Y/N):	No	WC CODE:	
Pay Grade 150	\$10.50		
LOCATION:	Public Works	DEPARTMENT:	Public Works
PREPARED BY:	Human Resources	DATE:	2/17/99
APPROVED BY:	BCC	Edited:	06/21/2022

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY: This is manual work of a routine and unskilled nature in connection with maintaining County roadways and bridge signage, creating and erecting new signs, and insuring the proper use of traffic safety devices at work sites. This candidate must be able to detect problems and resolve them with little or no supervision and develop a numbering system for County signs that will aid in tracking stolen or vandalized signs and determine if signs are County property. This position is with the Department of Public Works (Road Department).

ESSENTIAL FUNCTIONS include the following. Other duties may be assigned.

- ◆ Cleaning signs as needed.
- ◆ Replacing worn, damaged, or defaced signs.
- ◆ Weed eat and trim brush and bushes from around signs.
- ◆ Upgrade old signs to current FDOT standards
- ◆ Develop a route to enable regular inspection of all County signs.
- ◆ Ability to create neat and professional looking signs with good spelling skills.
- ◆ Physically able to lift, position, install, and straighten signs and posts with assorted fittings without the assistance of others.
- ◆ Ability to read and interpret the FDOT Manual of Uniform Traffic Control Devices (MUTCD) in order to properly install County signs in accordance with State standards.
- ◆ Ability to read, understand, and comply with the requirements of MUTCD to insure the safety of construction work crews.
- ◆ Place or assist in placing all required safety marking at hazardous work sites.
- ◆ Instruct work crews in the use of barricades, cones, flags, stop/slow signs and other safety devices.
- ◆ Inspect various work sites to insure compliance with safety standards and report findings to the Field Superintendent or Director of Public Works.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

Ability to understand and follow simple oral and written instructions.

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance
Signs & Safety Technician (RMSST)

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 and heavy equipment.
- ◆ Frequently required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ◆ Sufficient physical strength and agility to perform heavy manual labor.
- ◆ Specific vision abilities required by this job include color vision and peripheral vision.

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 construction equipment and vehicles.
- ◆ Employee frequently exposed to vibration as well as high, precarious places.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires outdoor environment in all weather; and can often be in a high noise area.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance Technician (RMT)

EXEMPT (Y/N):	No	UNION (Y/N):	Yes
Pay Grade 120	\$10.50 per hour	WORK COMP CODE:	5509
LOCATION:	Road Dept.	DEPARTMENT:	Public Works
SUPERVISOR:	Field Superintendent	HOURS:	Full time
PREPARED BY:	Human Resources	DATE:	11/23/99
APPROVED BY:	BCC	Edited:	06/21/2022

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY: This is manual work of a routine and unskilled nature in connection with maintenance and operation of highways, roads, and related facilities. Operates hand tools and small power equipment (such as mowers, chainsaw, jackhammer, etc.) requiring limited skills to operate. Also operates various pieces of mechanized equipment such as pick-up trucks, cars, and fuel trucks, farm-type tractors, "batwing" mowers, "bush hog" mowers, tractor blade, tractor backhoe, etc. Also controls movement of vehicular traffic through construction projects. Work is usually performed under supervision of a higher-level employee; however, tasks of a routine and repetitive nature would be accomplished under limited general supervision.

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

- ◆ Squares and cleans holes in highways and removes rough edges with a jack hammer or other hand tools; spreads sand, gravel, asphalt and/or other highway materials as required.
- ◆ Cleans ditches of debris, dirt, and other obstacles with a hand shovel or mechanical equipment, picks up rubbish and dead animals; and sweeps bridges, traffic islands, and curb and gutter sections.
- ◆ Serves as flagman; places and removes traffic cones, barricades, flags, signs, curbs, and other traffic control devices to insure a smooth flow of traffic when highways are under construction or repair.
- ◆ Warns construction workers when approaching vehicle fails to heed signals to prevent accident and injury to workers.
- ◆ Informs drivers of detour routes through construction site.
- ◆ Records license number of traffic control violators for police.
- ◆ Replaces and repairs guard rails and posts; participates in installing and removing culverts, maintenance and construction of bridges.
- ◆ Assists in concrete pressure grouting pavement, drainage structures, and other related highway components.
- ◆ Perform light maintenance on vehicles such as checking and adding fuel, oil, water, and air; checking brakes, changing tires, and cleaning and washing vehicles or equipment.
- ◆ Operates grass mowers, swing blades, and other related equipment in maintaining highway right-of-way.
- ◆ Performs related work as required.
- ◆ THIS POSITION IS CONSIDERED "ESSENTIAL" DURING A DECLARED STATE OF EMERGENCY.

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance Technician (RMT)

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

Must have the ability to understand and follow simple oral and written instructions.

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 and heavy equipment.
- ◆ Occasionally required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ◆ Sufficient physical strength and agility to perform heavy manual labor.
- ◆ Specific vision abilities required by this job include color vision and peripheral vision.

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 construction equipment and vehicles.
- ◆ Employee frequently exposed to vibration as well as high, precarious places.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires outdoor environment in all weather; and can often be in a high noise area.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTIONS.



MEETING DATE REQUESTED:

JUNE 21, 2022

Statement of Issue: TO REMOVE HIGH SCHOOL DIPLOMA/GED REQUIREMENT FOR SPECIFIC POSITIONS.

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: STAFF RECOMMENDS THAT THE BOARD APPROVE AMENDED JOB DESCRIPTIONS THAT REMOVE THE HIGH SCHOOL EDUCATION REQUIREMENT FOR HEAVY EQUIPMENT OPERATORS AND ROAD MAINTENANCE TECHNICIANS.

Options: APPROVE/ NOT APPROVE

Attachments: AMENDED JOB DESCRIPTIONS

Taylor County Board of County Commissioners
JOB TITLE: Heavy Equipment Operator I (HEO I)

EXEMPT (Y/N):	No	JOB CODE:
Pay Grade 150	\$11.00 per hour	DOT CODE:
LOCATION:	Public Works/Road Dept.	DEPARTMENT: Public Works
SUPERVISOR:	Dir. of Public Works	PREPARED BY: Human Resources
		DATE: 11/1/99
APPROVED BY:	BCC	Edited: 06/21/2022

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

Skilled work in the operation of Public Works equipment. Operates equipment with complex controls requiring a relatively high degree of skill and manipulative ability. Required to exercise skill and care in the operation on assigned equipment and to perform service on the equipment as well as protect property from damage. Will drive large trucks with dual rear axle, truck tractor trailer, front end loader, asphalt, distributor, mixer, bulldozer, roller compactor, and other light to medium load changes or other types of construction equipment is included. Perform manual labor when not operating equipment. Work is performed under the general supervision of a higher-level employee who determines work priority and reviews assignments through periodic inspections for the achievement of desired results.

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

- Operates various types of mechanized equipment used in the maintenance of highways such as large trucks with dual rear axle, truck tractor-trailer, front-end loader, rotary mixer, and dump truck.
- Operates a bulldozer to clear right-of-way.
- Operates a tractor mounted brush cutter in the clearing of brush from road right-of-way.
- Operates other equipment when necessary to maintain work schedule.
- Cleans, inspects, and performs routine maintenance, minor repairs, and adjustments to assigned equipment.
- Performs manual work associated with equipment usage.
- Performs other job duties as assigned by supervisor including laborer and semi-skilled assignments when necessary to maintain work schedule.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Taylor County Board of County Commissioners

JOB TITLE: Heavy Equipment Operator I (HEO I)

EDUCATION AND/OR EXPERIENCE:

Progressively responsible experience with a minimum of one year in the operation of varied heavy equipment in road work or any combination of education, training, and experience which provides the required knowledge, skills, and abilities.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to understand and follow simple oral and written instructions.
- Thorough knowledge of general practices of safe, efficient operation and care of a variety of heavy equipment.
- Ability to safely operate equipment under all types of weather conditions on rough ground.
- Ability to make minor repairs to the equipment and to assist in general repairs.
- Thorough knowledge of laws and County regulations pertaining to the operation of equipment.

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 construction equipment and vehicles.
- ◆ Employee frequently exposed to vibration as well as high, precarious places.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires outdoor environment in all weather; and can often be in a high noise area.

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 and heavy equipment.
- ◆ Occasionally required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ◆ Sufficient physical strength and agility to perform heavy manual labor.
- ◆ Specific vision abilities required by this job include color vision and peripheral vision.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

CERTIFICATES, LICENSES, REGISTRATION:

Valid Florida CDL License/Class B or, if a resident of Georgia, Georgia CDL.

Taylor County Board of County Commissioners
JOB TITLE: Heavy Equipment Operator I (HEO I)

APPLICATIONS:

Applications can be obtained from www.taylorcountygov.com but must be returned to directly to WORKFORCE by one of the following ways: Save the application to either a disk or computer after you fill it out, then email to: EFM-Employers@nfwdb.org with your application attached or print and deliver to MOBILE CAREER LAB at **SAVE-A-LOT and Goodwill Shopping Plaza** on Tuesdays, Wednesdays or Thursdays 9:00 A.M.– 4:00 P.M.; or mail to 705 E. Base Street, Madison, FL. 32340 or fax to (850) 973-9757. Position will be open until filled. Taylor County Board of County Commissioners is an EEO, Veterans Preference, Drug testing, background checking employer.

Taylor County Board of County Commissioners

JOB TITLE: Truck Driver Heavy Equipment Operator I (HEO I)

EXEMPT (Y/N):	No	JOB CODE:
Pay Grade 150	\$11.00 per hour	
LOCATION:		DEPARTMENT: Solid Waste
SUPERVISOR:	Environmental Control Director	DATE: 11/1/99
APPROVED BY:	BCC	Edited: 06/21/2022

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

Skilled work in the operation of Solid Waste equipment. Operates equipment with complex controls requiring a relatively high degree of skill and manipulative ability. Required to exercise skill and care in the operation on assigned equipment and to perform service on the equipment as well as protect property from damage. Will drive large trucks with dual rear axle, truck tractor trailer, front end loader, bulldozer, Air Burner and other light to medium load changes or other types of construction equipment is included. Perform manual labor when not operating equipment. Work is performed under the general supervision of a higher-level employee who determines work priority and reviews assignments through periodic inspections for the achievement of desired results.

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

- Valid Florida Commercial Drivers License Class B.
- Operates various types of mechanized equipment such as large trucks with dual rear axle, truck tractor-trailer, front-end leader, Air Burner and dump truck.
- Operates compactor garbage boom axle truck or roll-off truck during the collection of solid waste.
- Operates other equipment when necessary to maintain work schedule.
- Cleans, inspects, and performs routine maintenance, minor repairs, and adjustments to assigned equipment.
- Performs manual work associated with equipment usage.
- Performs other job duties as assigned by supervisor including laborer and semi-skilled assignments when necessary to maintain work schedule.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Taylor County Board of County Commissioners

JOB TITLE: Truck Driver

Heavy Equipment Operator I (HEO I)

EDUCATION AND/OR EXPERIENCE:

Progressively responsible experience with a minimum of one year in the operation of varied heavy equipment in road work or any combination of education, training, and experience which provides the required knowledge, skills, and abilities.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to understand and follow simple oral and written instructions.
- Thorough knowledge of general practices of safe, efficient operation and care of a variety of heavy equipment.
- Ability to safely operate equipment under all types of weather conditions on rough ground.
- Ability to make minor repairs to the equipment and to assist in general repairs.
- Thorough knowledge of laws and County regulations pertaining to the operation of equipment.

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 construction equipment and vehicles.
- ◆ Employee frequently exposed to vibration as well as high, precarious places.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires outdoor environment in all weather; and can often be in a high noise area.

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 and heavy equipment.
- ◆ Occasionally required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ◆ Sufficient physical strength and agility to perform heavy manual labor.
- ◆ Specific vision abilities required by this job include color vision and peripheral vision.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

CERTIFICATES, LICENSES, REGISTRATION:

Valid Florida CDL License/Class B.

Taylor County Board of County Commissioners
JOB TITLE: Heavy Equipment Operator II (HEO II)

EXEMPT (Y/N):	No	JOB CODE:	
Pay Grade 160	11.50	DOT CODE:	
LOCATION:	Public Works/Road Dept.	DEPARTMENT:	Public Works
SUPERVISOR:	Dir. of Public Works	PREPARED BY:	Human Resources
		DATE:	11/1/99
APPROVED BY:	BCC	Edited:	06/21/2022

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY:

Skilled work in the operation of Public Works equipment. Operates equipment with complex controls requiring a relatively high degree of skill and manipulative ability. Required to exercise skill and care in the operation on assigned equipment and to perform service on the equipment as well as protect property from damage. May rotate among the various pieces of equipment as work load changes or may include the operation of other types of construction equipment. Required to perform manual labor when not operating equipment. Work is performed under the general supervision of a higher-level employee who determines work priority and reviews assignments through periodic inspections for the achievement of desired results. Must be able to operate several types of heavy equipment proficiently.

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

- Operates a motor-grader, grading right-of-way and new construction.
- Operates dragline, track hoe, loading trucks, clearing ditches, and constructing turnoffs.
- Operates other equipment when necessary to maintain work schedule, including all other equipment required of lower positions.
- Performs other job duties as assigned by supervisor including laborer and semi-skilled assignments during slack or seasonal periods.
- Perform manual work associated with equipment usage.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE:

Progressively responsible experience with a minimum of three years in the operation of varied heavy equipment in road work or any combination of education, training, and experience which provides the required knowledge, skills, and abilities.

Taylor County Board of County Commissioners

JOB TITLE: Heavy Equipment Operator II (HEO II)

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of general practices of safe, efficient operation and care of a variety of heavy road construction mobile equipment.
- Ability to safely operate equipment under all types of weather conditions on rough ground.
- Ability to make minor repairs to the equipment and to assist in general repairs.
- Ability to perform the physical work related to the job.
- Highly skilled in the operation of various types of heavy, complex equipment.
- Thorough knowledge of laws and County regulations pertaining to the operation of equipment

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 construction equipment and vehicles.
- ♦ Employee frequently exposed to vibration as well as high, precarious places.
- ♦ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ♦ Job requires outdoor environment in all weather; and can often be in a high noise area.

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 and heavy equipment.
- ♦ Occasionally required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ♦ Sufficient physical strength and agility to perform heavy manual labor.
- ♦ Specific vision abilities required by this job include color vision and peripheral vision.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

CERTIFICATES, LICENSES, REGISTRATION:

Valid Florida CDL License/Class B.

Taylor County Board of County Commissioners

JOB TITLE: Truck Driver – Part Time Heavy Equipment Operator I (HEO I)

EXEMPT (Y/N):	No	JOB CODE:	
Pay Grade 150	\$10.00		
LOCATION:		DEPARTMENT:	Solid Waste
SUPERVISOR:	Environmental Control Director	DATE:	11/1/99
APPROVED BY:	BCC	Edited:	06/21/2022
THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS			

SUMMARY:

Skilled work in the operation of Solid Waste equipment. Operates equipment with complex controls requiring a relatively high degree of skill and manipulative ability. Required to exercise skill and care in the operation on assigned equipment and to perform service on the equipment as well as protect property from damage. Will drive large trucks with dual rear axle, truck tractor trailer, front end loader, bulldozer, Air Burner and other light to medium load changes or other types of construction equipment is included. Perform manual labor when not operating equipment. Work is performed under the general supervision of a higher-level employee who determines work priority and reviews assignments through periodic inspections for the achievement of desired results.

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

- Valid Florida Commercial Drivers License Class B.
- Operates various types of mechanized equipment such as large trucks with dual rear axle, truck tractor-trailer, front-end leader, Air Burner and dump truck.
- Operates compactor garbage boom axle truck or roll-off truck during the collection of solid waste.
- Operates other equipment when necessary to maintain work schedule.
- Cleans, inspects, and performs routine maintenance, minor repairs, and adjustments to assigned equipment.
- Performs manual work associated with equipment usage.
- Performs other job duties as assigned by supervisor including laborer and semi-skilled assignments when necessary to maintain work schedule.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Taylor County Board of County Commissioners

JOB TITLE: Truck Driver – Part Time

Heavy Equipment Operator I (HEO I)

EDUCATION AND/OR EXPERIENCE:

Progressively responsible experience with a minimum of one year in the operation of varied heavy equipment in road work or any combination of education, training, and experience which provides the required knowledge, skills, and abilities.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to understand and follow simple oral and written instructions.
- Thorough knowledge of general practices of safe, efficient operation and care of a variety of heavy equipment.
- Ability to safely operate equipment under all types of weather conditions on rough ground.
- Ability to make minor repairs to the equipment and to assist in general repairs.
- Thorough knowledge of laws and County regulations pertaining to the operation of equipment.

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 construction equipment and vehicles.
- ◆ Employee frequently exposed to vibration as well as high, precarious places.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires outdoor environment in all weather; and can often be in a high noise area.

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 and heavy equipment.
- ◆ Occasionally required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ◆ Sufficient physical strength and agility to perform heavy manual labor.
- ◆ Specific vision abilities required by this job include color vision and peripheral vision.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

CERTIFICATES, LICENSES, REGISTRATION:

Valid Florida CDL License/Class B.

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance
Signs & Safety Technician (RMSST)

EXEMPT (Y/N):	No	WC CODE:	
Pay Grade 150	\$10.50		
LOCATION:	Public Works	DEPARTMENT:	Public Works
PREPARED BY:	Human Resources	DATE:	2/17/99
APPROVED BY:	BCC	Edited:	06/21/2022

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY: This is manual work of a routine and unskilled nature in connection with maintaining County roadways and bridge signage, creating and erecting new signs, and insuring the proper use of traffic safety devices at work sites. This candidate must be able to detect problems and resolve them with little or no supervision and develop a numbering system for County signs that will aid in tracking stolen or vandalized signs and determine if signs are County property. This position is with the Department of Public Works (Road Department).

ESSENTIAL FUNCTIONS include the following. Other duties may be assigned.

- ◆ Cleaning signs as needed.
- ◆ Replacing worn, damaged, or defaced signs.
- ◆ Weed eat and trim brush and bushes from around signs.
- ◆ Upgrade old signs to current FDOT standards
- ◆ Develop a route to enable regular inspection of all County signs.
- ◆ Ability to create neat and professional looking signs with good spelling skills.
- ◆ Physically able to lift, position, install, and straighten signs and posts with assorted fittings without the assistance of others.
- ◆ Ability to read and interpret the FDOT Manual of Uniform Traffic Control Devices (MUTCD) in order to properly install County signs in accordance with State standards.
- ◆ Ability to read, understand, and comply with the requirements of MUTCD to insure the safety of construction work crews.
- ◆ Place or assist in placing all required safety marking at hazardous work sites.
- ◆ Instruct work crews in the use of barricades, cones, flags, stop/slow signs and other safety devices.
- ◆ Inspect various work sites to insure compliance with safety standards and report findings to the Field Superintendent or Director of Public Works.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

Ability to understand and follow simple oral and written instructions.

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance
Signs & Safety Technician (RMSST)

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 and heavy equipment.
- ◆ Frequently required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ◆ Sufficient physical strength and agility to perform heavy manual labor.
- ◆ Specific vision abilities required by this job include color vision and peripheral vision.

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 construction equipment and vehicles.
- ◆ Employee frequently exposed to vibration as well as high, precarious places.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires outdoor environment in all weather; and can often be in a high noise area.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance Technician (RMT)

EXEMPT (Y/N):	No	UNION (Y/N):	Yes
Pay Grade 120	\$10.50 per hour	WORK COMP CODE:	5509
LOCATION:	Road Dept.	DEPARTMENT:	Public Works
SUPERVISOR:	Field Superintendent	HOURS:	Full time
PREPARED BY:	Human Resources	DATE:	11/23/99
APPROVED BY:	BCC	Edited:	06/21/2022

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS

SUMMARY: This is manual work of a routine and unskilled nature in connection with maintenance and operation of highways, roads, and related facilities. Operates hand tools and small power equipment (such as mowers, chainsaw, jackhammer, etc.) requiring limited skills to operate. Also operates various pieces of mechanized equipment such as pick-up trucks, cars, and fuel trucks, farm-type tractors, "batwing" mowers, "bush hog" mowers, tractor blade, tractor backhoe, etc. Also controls movement of vehicular traffic through construction projects. Work is usually performed under supervision of a higher-level employee; however, tasks of a routine and repetitive nature would be accomplished under limited general supervision.

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

- ◆ Squares and cleans holes in highways and removes rough edges with a jack hammer or other hand tools; spreads sand, gravel, asphalt and/or other highway materials as required.
- ◆ Cleans ditches of debris, dirt, and other obstacles with a hand shovel or mechanical equipment, picks up rubbish and dead animals; and sweeps bridges, traffic islands, and curb and gutter sections.
- ◆ Serves as flagman; places and removes traffic cones, barricades, flags, signs, curbs, and other traffic control devices to insure a smooth flow of traffic when highways are under construction or repair.
- ◆ Warns construction workers when approaching vehicle fails to heed signals to prevent accident and injury to workers.
- ◆ Informs drivers of detour routes through construction site.
- ◆ Records license number of traffic control violators for police.
- ◆ Replaces and repairs guard rails and posts; participates in installing and removing culverts, maintenance and construction of bridges.
- ◆ Assists in concrete pressure grouting pavement, drainage structures, and other related highway components.
- ◆ Perform light maintenance on vehicles such as checking and adding fuel, oil, water, and air; checking brakes, changing tires, and cleaning and washing vehicles or equipment.
- ◆ Operates grass mowers, swing blades, and other related equipment in maintaining highway right-of-way.
- ◆ Performs related work as required.
- ◆ THIS POSITION IS CONSIDERED "ESSENTIAL" DURING A DECLARED STATE OF EMERGENCY.

Taylor County Board of County Commissioners
JOB TITLE: Road Maintenance Technician (RMT)

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

OTHER KNOWLEDGE, SKILLS AND ABILITIES:

Must have the ability to understand and follow simple oral and written instructions.

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 and heavy equipment.
- ◆ Occasionally required to lift and/or move heavy items up to 50 lbs. and occasionally lift and/or move up to 100 lbs.
- ◆ Sufficient physical strength and agility to perform heavy manual labor.
- ◆ Specific vision abilities required by this job include color vision and peripheral vision.

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 construction equipment and vehicles.
- ◆ Employee frequently exposed to vibration as well as high, precarious places.
- ◆ Occasionally exposed to fumes and/or airborne particles, toxic or caustic chemicals, and outdoor weather conditions.
- ◆ Job requires outdoor environment in all weather; and can often be in a high noise area.

EDUCATION AND/OR EXPERIENCE:

Minimum 8th grade education, preferably high school diploma or GED

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Community Transportation Coordinator (CTC) Annual Evaluation 2021-2022 as required by the Florida Commission for the Transportation Disadvantaged.

MEETING DATE REQUESTED:

June 21, 2022

Statement of Issue:

Board to review and approve the CTC (Big Bend Transit) Annual Evaluation 2021-2022 for the local transportation disadvantaged programs.

Recommended Action:

Approve the CTC Annual Evaluation.

Budgeted Expense:

The CTC Annual Evaluation is a requirement for the County to receive funding from the Florida Commission for the Transportation Disadvantaged.

Submitted By:

Jami Evans, Grant Coordinator

Contact:

Jami Evans

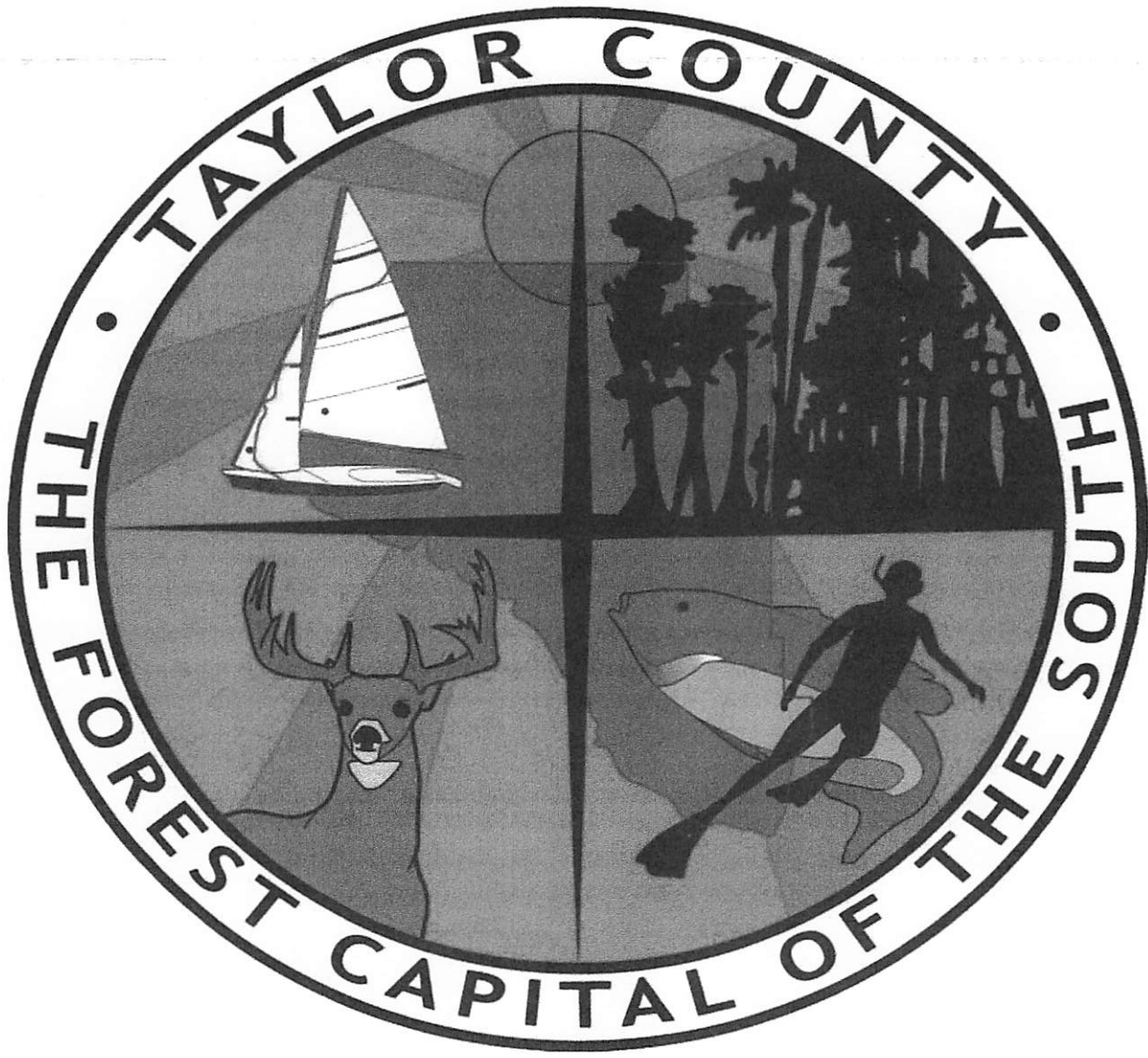
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Per the terms of the Planning Grant Agreement, The CTC Annual Evaluation is a requirement. There were no negative findings and no complaints have been filed. The Local Coordinating Board for the Transportation Disadvantaged approved the annual evaluation at the June 16, 2022 meeting.

Attachments:

CTC Annual Evaluation Workbook and attachments.



2021-2022 CTC Evaluation



**TAYLOR COUNTY LOCAL COORDINATING BOARD
COMMUNITY TRANSPORTATION COORDINATOR
REVIEW FY 2021-2022**

TABLE OF CONTENTS

CTC Evaluation Workbook

ATTACHMENT A	BBT Complaint Process
ATTACHMENT B	BBT Brochures
ATTACHMENT C	Eligibility Applications
ATTACHMENT D	Annual Safety and Security Certification Annual Grant Self Certification
ATTACHMENT E	Certification of Compliance Drug and Alcohol Policy
ATTACHMENT F	LCB Grievance Procedures
ATTACHMENT G	TDSP Service Plan Section
ATTACHMENT H	Annual Operating Report
ATTACHMENT I	Miscellaneous

CTC
EVALUATION WORKBOOK

Florida Commission for the



**Transportation
Disadvantaged**

CTC BEING REVIEWED: Big Bend Transit, Inc.

COUNTY (IES): Taylor County

ADDRESS: P.O. Box 1721, Tallahassee, FL 32302

CONTACT: Shawn Mitchell **PHONE:** 850-574-6266

REVIEW PERIOD: FY 2021-2022 **REVIEW DATES:** 12/20/21, 6/07/22

PERSON CONDUCTING THE REVIEW: J. Evans, T. Copeland, D. Knight

CONTACT INFORMATION: Jami Evans 850-838-3553

LCB EVALUATION WORKBOOK

ITEM	PAGE
REVIEW CHECKLIST _____	3
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LEVEL OF COMPETITION WORKSHEET #2 _____	53
LEVEL OF AVAILABILITY WORKSHEET #3 _____	55

REVIEW CHECKLIST & SCHEDULE

COLLECT FOR REVIEW:

- ☐ APR Data Pages
- ☒ QA Section of TDSP
- ☒ Last Review (Date: 5/28/20)
- ☐ List of Omb. Calls
- ☐ QA Evaluation
- ☒ Status Report (from last review)
- ☒ AOR Submittal Date
- ☐ TD Clients to Verify
- ☐ TDTF Invoices
- ☐ Audit Report Submittal Date

ITEMS TO REVIEW ON-SITE:

- ☒ SSPP
- ☐ Policy/Procedure Manual
- ☒ Complaint Procedure
- ☒ Drug & Alcohol Policy (see certification)
- ☒ Grievance Procedure
- ☐ Driver Training Records (see certification)
- ☐ Contracts
- ☐ Other Agency Review Reports
- ☐ Budget
- ☐ Performance Standards
- ☐ Medicaid Documents

ITEMS TO REQUEST:

- ☐ **REQUEST INFORMATION FOR RIDER/BENEFICIARY SURVEY** (Rider/Beneficiary Name, Agency who paid for the trip [sorted by agency and totaled], and Phone Number)
- ☒ **REQUEST INFORMATION FOR CONTRACTOR SURVEY** (Contractor Name, Phone Number, Address and Contact Name)
- ☐ **REQUEST INFORMATION FOR PURCHASING AGENCY SURVEY** (Purchasing Agency Name, Phone Number, Address and Contact Name)
- ☒ **REQUEST ANNUAL QA SELF CERTIFICATION** (Due to CTD annually by January 15th).
- ☐ **MAKE ARRANGEMENTS FOR VEHICLES TO BE INSPECTED** (Only if purchased after 1992 and privately funded).

INFORMATION OR MATERIAL TO TAKE WITH YOU:

- ☐ Measuring Tape
- ☐ Stop Watch

EVALUATION INFORMATION

An LCB review will consist of, but is not limited to the following pages:

1	Cover Page
5 - 6	Entrance Interview Questions
12	Chapter 427.0155 (3) Review the CTC monitoring of contracted operators
13	Chapter 427.0155 (4) Review TDSP to determine utilization of school buses and public transportation services
19	Insurance
23	Rule 41-2.011 (2) Evaluation of cost-effectiveness of Coordination Contractors and Transportation Alternatives
25 - 29	Commission Standards and Local Standards
39	On-Site Observation
40 – 43	Surveys
44	Level of Cost - Worksheet 1
45- 46	Level of Competition – Worksheet 2
47 - 48	Level of Coordination – Worksheet 3

Notes to remember:

- The CTC should not conduct the evaluation or surveys. If the CTC is also the PA, the PA should contract with an outside source to assist the LCB during the review process.
- Attach a copy of the Annual QA Self Certification.

ENTRANCE INTERVIEW QUESTIONS

INTRODUCTION AND BRIEFING:

- ☒ Describe the evaluation process (LCB evaluates the CTC and forwards a copy of the evaluation to the CTD).
- ☒ The LCB reviews the CTC once every year to evaluate the operations and the performance of the local coordinator.

The LCB will be reviewing the following areas:

- ☒ Chapter 427, Rules 41-2 and 14-90, CTD Standards, and Local Standards
- ☒ Following up on the Status Report from last year and calls received from the Ombudsman program.
- ☒ Monitoring of contractors.
- ☒ Surveying riders/beneficiaries, purchasers of service, and contractors
- ☒ The LCB will issue a Review Report with the findings and recommendations to the CTC no later than 30 working days after the review has concluded.
- ☒ Once the CTC has received the Review Report, the CTC will submit a Status Report to the LCB within 30 working days.
- ☒ Give an update of Commission level activities (last meeting update and next meeting date), if needed.

USING THE APR, COMPILE THIS INFORMATION:

1. OPERATING ENVIRONMENT:

- ☒ RURAL ☐ URBAN

2. ORGANIZATION TYPE:

- ☐ PRIVATE-FOR-PROFIT
- ☒ PRIVATE NON-PROFIT
- ☐ GOVERNMENT
- ☐ TRANSPORTATION AGENCY

3. NETWORK TYPE:

- ☒ SOLE PROVIDER
☐ PARTIAL BROKERAGE
☐ COMPLETE BROKERAGE

4. NAME THE OPERATORS THAT YOUR COMPANY HAS CONTRACTS WITH:

Not applicable

5. NAME THE GROUPS THAT YOUR COMPANY HAS COORDINATION
CONTRACTS WITH: Not applicable. BBT does not have Coordination Contracts.

Coordination Contract Agencies				
Name of Agency	Address	City, State, Zip	Telephone Number	Contact

6. NAME THE ORGANIZATIONS AND AGENCIES THAT PURCHASE SERVICE FROM THE CTC AND THE PERCENTAGE OF TRIPS EACH REPRESENTS?
(Recent APR information may be used)

Name of Agency	% of Trips	Name of Contact	Telephone Number
CTD	60.2%	Sheri Powers	850-410-5718
AHCA	3.6%	Deweece Ogden	904-789-4267
TAYLOR CO. BOCC	30.6%	Jami Evans	850-838-3553
APD	5.3%	Sheryl Dick-Stanford	904-789-4267

7. REVIEW AND DISCUSS TD HELPLINE CALLS:

	Number of calls	Closed Cases	Unsolved Cases
Cost	0		
Medicaid	0		
Quality of Service	0		
Service Availability	0		
Toll Permit	0		
Other	0		

GENERAL QUESTIONS

Use the TDSP to answer the following questions. If these are not addressed in the TDSP, follow-up with the CTC.

1. DESIGNATION DATE OF CTC: 7/01/2021

2. WHAT IS THE COMPLAINT PROCESS?

See attachment

IS THIS PROCESS IN WRITTEN FORM? ☒ Yes ☐ No
(Make a copy and include in folder)

Is the process being used? ☒ Yes ☐ No

3. DOES THE CTC HAVE A COMPLAINT FORM? ☒ Yes ☐ No
(Make a copy and include in folder)

4. DOES THE COMPLAINT FORM INCORPORATE ALL ELEMENTS OF THE CTD'S
UNIFORM SERVICE REPORTING GUIDEBOOK?
☒ Yes ☐ No

5. DOES THE FORM HAVE A SECTION FOR RESOLUTION OF THE COMPLAINT?
☒ Yes ☐ No

**Review completed complaint forms to ensure the resolution section is
being filled out and follow-up is provided to the consumer.**

6. IS A SUMMARY OF COMPLAINTS GIVEN TO THE LCB ON A REGULAR BASIS?
☒ Yes ☐ No

7. WHEN IS THE DISSATISFIED PARTY REFERRED TO THE TD HELPLINE?
See Grievance Procedures attachment. Every effort will be made by the CTC and the
LCB to satisfy the rider/party prior to referral to the TD Helpline.

8. WHEN A COMPLAINT IS FORWARDED TO YOUR OFFICE FROM THE
OMBUDSMAN PROGRAM, IS THE COMPLAINT ENTERED INTO THE LOCAL
COMPLAINT FILE/PROCESS?
☒ Yes ☐ No

If no, what is done with the complaint?

9. DOES THE CTC PROVIDE WRITTEN RIDER/BENEFICIARY INFORMATION OR BROCHURES TO INFORM RIDERS/ BENEFICIARIES ABOUT TD SERVICES?

☒ Yes ☐ No If yes, what type?

The CTC (Big Bend Transit) provides brochures to riders and the brochure is distributed at key user locations in the County such as the VA office and clinic, the health department and County offices. The brochure is an attachment.

10. DOES THE RIDER/ BENEFICIARY INFORMATION OR BROCHURE LIST THE OMBUDSMAN NUMBER?

☒ Yes ☐ No

11. DOES THE RIDER/ BENEFICIARY INFORMATION OR BROCHURE LIST THE COMPLAINT PROCEDURE?

☒ Yes ☐ No

12. WHAT IS YOUR ELIGIBILITY PROCESS FOR TD RIDERS/ BENEFICIARIES?

By application. Applicants must qualify in one or more of the following: physical or mental disability, income, age, riders ability to transport themselves, and riders ability to purchase transportation.

Please Verify These Passengers Have an Eligibility Application on File:

TD Eligibility Verification			
Name of Client	Address of client	Date of Ride	Application on File?

13. WHAT INNOVATIVE IDEAS HAVE YOU IMPLEMENTED IN YOUR COORDINATED SYSTEM?

As a rural area with a large service area, the CTC works closely with adjacent counties to maximize available transportation services. The CTC works closely with the County to provide special programs/services such as the free annual holiday shuttle, Veterans programs, Special Needs Adult Program (SNAP), and transportation for local Special Olympics participants.

14. ARE THERE ANY AREAS WHERE COORDINATION CAN BE IMPROVED?

The CTC works closely with the County ensuring the best possible services are provided with available funding. The County hopes to expand its program to offer more services to the coastal communities located in the south end of the County, particularly Steinhatchee. The CTC currently provides door to door service for these areas and is continuing to evaluate the feasibility of providing more expanded services. ■

15. WHAT BARRIERS ARE THERE TO THE COORDINATED SYSTEM?

Distance and Financial. Taylor County is a rural county designated as one of "critical economic concern" and a Rural Area of Opportunity. The County is one of the largest in the state with 1,233 square miles and distance is also a barrier. The south end of the County is more than 40 miles from services such as medical and retail outlets. Travel is made more difficult due to more than half of the roads in the County being unpaved.

16. ARE THERE ANY AREAS THAT YOU FEEL THE COMMISSION SHOULD BE AWARE OF OR CAN ASSIST WITH?

Big Bend Transit (BBT) has been very responsive to the Taylor County LCB and staff. The Taylor County Board of Commissioners as well as the LCB have been pleased with BBT and the service they provide our citizens. BBT has always went above and beyond assisting the County with transportation needs and addressing any concerns or requests the County may have.

17. WHAT FUNDING AGENCIES DOES THE CTD NEED TO WORK CLOSELY WITH IN ORDER TO FACILITATE A BETTER-COORDINATED SYSTEM?

Department of Elderly Affairs or Senior Services. There seems to be a gap in the transportation services offered to seniors in Taylor County. Outlying rural areas definitely lack access to TD services. TD services are completely unaffordable in the outlying rural areas to many of our low income residents due to distance.

18. HOW ARE YOU MARKETING THE VOLUNTARY DOLLAR?

Voluntary dollars are marketed by information about the Transportation Disadvantaged Voluntary Trust Fund that is posted in both locations of the Tax Collectors office.

GENERAL QUESTIONS

Findings:

There are no findings which had a negative impact on the program. BBT responds immediately to requests made by the Taylor County BOCC, the Planning Grant Manager and the LCB. BBT works hard to satisfy local riders and is very responsive to any rider complaint. BBT has become a valuable member of the community and has gone above and beyond to provide assistance in any way possible to the County. Our riders, as well as the Board of County Commissioners and the LCB know BBT truly cares about the welfare of the citizens of Taylor County not just the TD population.

Recommendations:

Continue to meet riders needs and ensure complaints are addressed in a timely manner. Continue to work closely with the County addressing the needs of the local transportation disadvantaged as well as the local "in town" shuttle riders.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC contracts for compliance with 427.0155(1), F.S.

“Execute uniform contracts for service using a standard contract, which includes performance standards for operators.”

ARE YOUR CONTRACTS UNIFORM? ☐ Yes ☐ No

IS THE CTC'S STANDARD CONTRACT UTILIZED? ☐ Yes ☐ No

DO THE CONTRACTS INCLUDE PERFORMANCE STANDARDS FOR THE TRANSPORTATION OPERATORS AND COORDINATION CONTRACTORS?

☐ Yes ☐ No

DO THE CONTRACTS INCLUDE THE PROPER LANGUAGE CONCERNING PAYMENT TO SUBCONTRACTORS? (Section 21.20: Payment to Subcontractors, T&E Grant, and FY)

☐ Yes ☐ No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☐ Yes ☐ No

Operator Name	Exp. Date	SSPP	AOR Reporting	Insurance
The CTC has no outside				
contracts with operators at				
this time.				

COMPLIANCE WITH CHAPTER 427, F.S.

**Review the CTC last AOR submittal for compliance with 427. 0155(2)
"Collect Annual Operating Data for submittal to the Commission."**

REPORTING TIMELINESS

Were the following items submitted on time?

- a. Annual Operating Report ☒ Yes ☐ No
Any issues that need clarification? ☐ Yes ☒ No

Any problem areas on AOR that have been re-occurring?

List: There have been no re-occurring problem areas.

- b. Memorandum of Agreement ☒ Yes ☐ No
c. Transportation Disadvantaged Service Plan ☒ Yes ☐ No
d. Grant Applications to TD Trust Fund ☒ Yes ☐ No
e. All other grant application (100%) ☒ Yes ☐ No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

CTC was in compliance with Chapter 427, F.S. A copy of the last AOR is included in the evaluation attachments. There were no issues in the AOR that need clarification or were problematic. The CTC (Big Bend Transit) was reappointed to serve as the CTC in Taylor County in July 2021. The MOA will be in effect from July 1, 2021 to June 30, 2026.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC monitoring of its transportation operator contracts to ensure compliance with 427.0155(3), F.S.

"Review all transportation operator contracts annually."

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS OPERATOR(S) AND HOW OFTEN IS IT CONDUCTED?

Daily monitoring and annual monitoring passenger surveys are conducted by the General Manager. BBT has a System Safety Program and Driver Alert Program. BBT obtained the Bus Transit System Annual Safety and Security Certification and the FDOT Certificate of Compliance required for Section 5311 funding. BBT currently does not use outside operators or contractors.

Is a written report issued to the operator? ☒ Yes ☐ No

If NO, how are the contractors notified of the results of the monitoring?

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS COORDINATION CONTRACTORS AND HOW OFTEN IS IT CONDUCTED?

Not applicable as BBT does not use a Coordination Contractor in Taylor County.

Is a written report issued? ☐ Yes ☐ No

If NO, how are the contractors notified of the results of the monitoring?

WHAT ACTION IS TAKEN IF A CONTRACTOR RECEIVES AN UNFAVORABLE REPORT?

Not applicable

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

ASK TO SEE DOCUMENTATION OF MONITORING REPORTS.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the TDSP to determine the utilization of school buses and public transportation services [Chapter 427.0155(4)]

"Approve and coordinate the utilization of school bus and public transportation services in accordance with the TDSP."

HOW IS THE CTC USING SCHOOL BUSES IN THE COORDINATED SYSTEM?

The CTC does not utilize school buses in Taylor County.

Rule 41-2.012(5)(b): *"As part of the Coordinator's performance, the local Coordinating Board shall also set an annual percentage goal increase for the number of trips provided within the system for ridership on public transit, where applicable. In areas where the public transit is not being utilized, the local Coordinating Board shall set an annual percentage of the number of trips to be provided on public transit."*

HOW IS THE CTC USING PUBLIC TRANSPORTATION SERVICES IN THE COORDINATED SYSTEM?

☒ N/A

IS THERE A GOAL FOR TRANSFERRING PASSENGERS FROM PARATRANSIT TO TRANSIT?

☐ Yes ☒ No

If YES, what is the goal?

Not applicable

Is the CTC accomplishing the goal? ☐ Yes ☐ No

Not applicable

IS THE CTC IN COMPLIANCE WITH THIS REQUIREMENT? ☒ Yes ☐ No

Comments:

Taylor County does not have a public transit system.

COMPLIANCE WITH CHAPTER 427, F.S.

Review of local government, federal and state transportation applications for TD funds (all local, state or federal funding for TD services) for compliance with 427.0155(5).

“Review all applications for local government, federal, and state transportation disadvantaged funds, and develop cost-effective coordination strategies.”

IS THE CTC INVOLVED WITH THE REVIEW OF APPLICATIONS FOR TD FUNDS, IN CONJUNCTION WITH THE LCB? (TD Funds include all funding for transportation disadvantaged services, i.e. Section 5310 [formerly Sec.16] applications for FDOT funding to buy vehicles granted to agencies who are/are not coordinated)

☒ Yes ☐ No

If Yes, describe the application review process.

The CTC prepares applicable transportation grant applications on behalf of Taylor County. The LCB reviews and approves the grant application at quarterly meetings or special meetings when so needed. The LCB is provided copies of grant applications at least 10 days prior to LCB meetings in which the application will be approved. The CTC also gives a brief presentation to the LCB at the meeting in which the application will be discussed and approved.

If no, is the LCB currently reviewing applications for TD funds (any federal, state, and local funding)? ☐ Yes ☐ No

Not applicable

If no, is the planning agency currently reviewing applications for TD funds?

☐ Yes ☐ No

Not applicable

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

The LCB, CTC and County work closely together on pursuing grants and other funding sources to provide services to the transportation disadvantaged in Taylor County. Due to the County's fiscal constraints, grant funding assistance is critical to the success of the local TD program.

COMPLIANCE WITH CHAPTER 427, F.S.

**Review priorities listed in the TDSP, according to Chapter 427.0155(7).
*“Establish priorities with regard to the recipients of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust monies.”***

REVIEW THE QA SECTION OF THE TDSP (ask CTC to explain):

The QA Section of the TDSP has been reviewed with the CTC. The CTC is in compliance with Chapter 427.0155(7). The TDSP 2021-2026 was completed in December 2021.

WHAT ARE THE PRIORITIES FOR THE TDTF TRIPS?

Life Sustaining Medical Trips
Employment Trips
Essential Business Trips
Education/Training Trips
Nutrition/Meal Site Trips
Recreational/Social Trips

HOW ARE THESE PRIORITIES CARRIED OUT?

These priorities are instrumental in the scheduling process. The CTC Reservationist obtains all pertinent passenger information and utilizes CTS Software for the trip scheduling process. These measures ensure the priorities are being carried out.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

The CTC is in compliance with Chapter 427.0155(7).

COMPLIANCE WITH CHAPTER 427, F.S.

Ensure CTC compliance with the delivery of transportation services, 427.0155(8).

"Have full responsibility for the delivery of transportation services for the transportation disadvantaged as outlined in s. 427.015(2)."

Review the Operational section of the TDSP

1. Hours of Service:

See attached Page 19A.

2. Hours of Intake:

Applicable pages from the TDSP are an attachment to the evaluation.

3. Provisions for After Hours Reservations/Cancellations?

Message on answering service.

4. What is the minimum required notice for reservations?

One day in advance of the day of travel and needed transportation.
Call on Friday for a Saturday or Monday ride.

5. How far in advance can reservations be place (number of days)?

Thirty (30) days.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

The CTC is in compliance and there are no problems in this area.

Service Hours:

Advance Reservation Services: Monday through Saturday 6:00 a.m. to 6:00 p.m.

The Fixed Route Local "In Town" Shuttle: Monday through Friday 7:30 a.m. to 5:52 p.m.

Veteran's shuttle to Lake City VA Hospital runs on Tuesdays at 7:30 a.m.

Veteran's shuttle to the VA medical facility in Tallahassee runs on Thursdays at 7:30 a.m.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the cooperative agreement with the local WAGES coalitions according to Chapter 427.0155(9).

“Work cooperatively with local WAGES coalitions established in Chapter 414 to provide assistance in the development of innovative transportation services for WAGES participants.”

WHAT TYPE OF ARRANGEMENT DO YOU HAVE WITH THE LOCAL WAGES COALITION?

Purchase Order for reservation service and/or price arrangements approved by CTC.

HAVE ANY INNOVATIVE WAGES TRANSPORTATION SERVICES BEEN DEVELOPED?

Not at this time.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

None. The CTC is in compliance.

CHAPTER 427

Findings:

There were no findings and the CTC is in compliance with Chapter 427, F.S.

Recommendations:

None at this time.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(1), Minimum Insurance Compliance

"...ensure compliance with the minimum liability insurance requirement of \$100,000 per person and \$200,000 per incident..."

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS?

\$100,000/Person
\$200,000/Incident
CTC \$1,000,000

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS IN THE OPERATOR AND COORDINATION CONTRACTS?

\$100,000/Person
\$200,000/Incident

HOW MUCH DOES THE INSURANCE COST (per operator)?

Operator	Insurance Cost
BBT	\$83,000

DOES THE MINIMUM LIABILITY INSURANCE REQUIREMENTS EXCEED \$1 MILLION PER INCIDENT?

☐ Yes ☒ No

If yes, was this approved by the Commission? ☐ Yes ☐ No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

The CTC is in compliance with 41-2.006(1).

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(3), Drug and Alcohol Testing

"...shall assure the purchaser of their continuing compliance with the applicable state or federal laws relating to drug testing..."

With which of the following does the CTC (and its contracted operators) Drug and Alcohol Policy comply?

- ☒ FTA (Receive Sect. 5307, 5309, or 5311 funding)
☐ FHWA (Drivers required to hold a CDL)
☐ Neither

REQUEST A COPY OF THE DRUG & ALCOHOL POLICY AND LATEST COMPLIANCE REVIEW.

DATE OF LAST DRUG & ALCOHOL POLICY REVIEW: 1/10/2022

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

The CTC is in compliance and a copy of the latest BBT Compliance Review. The Drug & Alcohol Policy is an attachment to the evaluation.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.011(2), Evaluating Cost-Effectiveness of Coordination Contractors and Transportation Alternatives.

“...contracts shall be reviewed annually by the Community Transportation Coordinator and the Coordinating Board as to the effectiveness and efficiency of the Transportation Operator or the renewal of any Coordination Contracts.”

1. IF THE CTC HAS COORDINATION CONTRACTORS, DETERMINE THE COST-EFFECTIVENESS OF THESE CONTRACTORS.

Cost [CTC and Coordination Contractor (CC)]

	CTC	CC #1	CC #2	CC #3	CC #4
Flat contract rate (s) (\$ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation:					
Not applicable. The CTC does not use Coordination Contractors.					

2. DO YOU HAVE TRANSPORTATION ALTERNATIVES? ☐ Yes ☒ No
 (Those specific transportation services approved by rule or the Commission as a service not normally arranged by the Community Transportation Coordinator, but provided by the purchasing agency. Example: a neighbor providing the trip)

Cost [CTC and Transportation Alternative (Alt.)]

	CTC	Alt. #1	Alt. #2	Alt. #3	Alt. #4
Flat contract rate (s) (\$ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation: The CTC does not have and/or use transportation alternatives.					

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

RULE 41-2

Findings:

Not applicable

Recommendations:

Not applicable

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Commission Standards

"...shall adhere to Commission approved standards..."

Review the TDSP for the Commission standards.

Commission Standards	Comments
<p>Local toll free phone number must be posted in all vehicles.</p> <p>Rule 41-2.006 (4) (f), F.A.C.: A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The Transportation Disadvantaged Helpline phone number (1-800-983-2435) shall also be posted inside all vehicles of the coordinated system. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged 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. All rider information/materials (brochures, user's guides, etc.) Will include the Transportation Disadvantaged Helpline phone number.</p>	<p>The number was posted in all vehicles and in an easy to see location.</p>
<p>Vehicle Cleanliness</p> <p>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.</p>	<p>The vehicles were clean and neat, and very well maintained.</p>
<p>Passenger/Trip Database</p> <p>Rule 41-2.006 (4) (j), F.A.C.: Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.</p>	<p>In compliance.</p>

<p>Adequate seating</p> <p>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 searing 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.</p>	<p>There was adequate seating and storage.</p>
<p>Driver Identification</p> <p>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. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.</p>	<p>The drivers were wearing identification on all occasions the Evaluation Committee rode the shuttle.</p>
<p>Passenger Assistance</p> <p>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 dosing the vehicle door. In the door-through-door paratransit service category, the driver shall be required to open and dose doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner.</p>	<p>The drivers were helpful and offered assistance to passengers in need. The drivers were particularly helpful to elderly riders who had packages and were very respectful to riders who did need assistance.</p>
<p>Smoking, Eating and Drinking</p> <p>Rule 41-2.006 (4) (n), F.A.C.: Smoking is prohibited in any vehicle. Requirements for drinking and eating on board the vehicle will be addressed in the local Transportation Disadvantaged Service Plan.</p>	<p>There were no signs of smoking, eating or drinking on the shuttle. The vehicle was clean and free of any type of trash or debris.</p>

<p>Two-way Communications</p> <p>Rule 41-2.006 (4) (p), F.A.C.: All vehicles 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.</p>	<p>In compliance.</p>
<p>Air Conditioning/Heating</p> <p>Rule 41-2.006 (4) (q), F.A.C.: All vehicles 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.</p>	<p>The Committee has rode the shuttle at various times and weather conditions. On all occasions the shuttle had a comfortable temperature. Drivers were very considerate of rider comfort.</p>
<p>Billing Requirements</p> <p>Rule 41-2.006 (4) (I), F.A.C.: Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within seven (7) calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, in accordance with Section 287.0585, Florida Statutes.</p>	<p>In compliance.</p>

COMMISSION STANDARDS

Findings:

There were no findings. The CTC is in compliance with Commission Standards. As always, the drivers are were very helpful and friendly to the passengers. All of the passengers that we spoke with were satisfied with the BBT services and were grateful that BBT took precautions due to Covid-19.

Recommendations:

Continue the great job!

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Local Standards

"...shall adhere to Commission approved standards..."

Review the TDSP for the Local standards.

Local Standards	Comments
Transport of Escorts and dependent children policy	<p>Local Policy: Children under age 12 will be required to be accompanied by an escort. Escorts must be provided by the passenger. Escorts must be able to provide necessary assistance to the passenger. Escorts will be transported at the regular rate.</p> <p>The CTC was in compliance with TDSP standards.</p>
Use, Responsibility, and cost of child restraint devices	<p>Local Policy: All passengers under the age of 4 and/or under 50 pounds will be required to use a child restraint device. This device will be provided by the passenger.</p> <p>The CTC was in compliance.</p>
Out-of-Service Area trips	<p>Local Policy: Inter-county services between Taylor and Leon Counties is available weekly. Other inter-county services are provided when available.</p> <p>The CTC was in compliance with the TDSP.</p>
CPR/1st Aid	<p>Local Policy: All drivers shall be certified in CPR/ and 1st Aid.</p> <p>The CTC was in compliance.</p>
Driver Criminal Background Screening	<p>Local Policy: All drivers in the coordinated system shall meet Level 2 criminal background screening requirements in accordance with Chapter 435, Florida Statutes.</p> <p>The CTC was in compliance.</p>
Rider Personal Property	<p>Local Policy: Passengers shall be allowed to have two pieces of personal property which they can place in their lap. Passengers must be able to independently carry all items brought onto the vehicle.</p> <p>The CTC was in compliance.</p>
Advance reservation requirements	<p>Local Policy: There shall be a 24 hour notice requirement for all other trips scheduled within the coordinated system, except under special circumstances.</p> <p>The CTC was in compliance with the TDSP.</p>
Pick-up Window	<p>Local Policy: There is a ninety (90) minute pick-up window in place for all intra-county trips based on the arrival time of the passenger. There is a sixty (60) minute pick-up window in place for all intra-county trips based on the departure time of the passenger.</p> <p>The CTC was in compliance.</p>

<i>Measurable Standards/Goals</i>	<i>Standard/Goal</i>	<i>Latest Figures</i>	<i>Is the CTC/Operator meeting the Standard?</i>
Public Transit Ridership	CTC	CTC	10,718
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
On-time performance	CTC	CTC	No complaints
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Passenger No-shows	CTC	CTC	85
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Accidents	CTC	CTC	0
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Roadcalls	CTC	CTC	1
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Average age of fleet:	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Complaints	CTC	CTC	0
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Number filed:	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Call-Hold Time	CTC	CTC	No complaints
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	

LOCAL STANDARDS

Findings:

There were no negative findings and the CTC meets both TD and local standards.

Recommendations:

Continue to meet standards and goals of the TDSP.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

REVIEW COPIES OF THE PUBLIC INFORMATION PROVIDED.

DOES PUBLIC INFORMATION STATE THAT ACCESSIBLE FORMATS ARE
AVAILABLE UPON REQUEST? ☒ Yes ☐ No

ARE ACCESSIBLE FORMATS ON THE SHELF? ☒ Yes ☐ No

IF NOT, WHAT ARRANGEMENTS ARE IN PLACE TO HAVE MATERIAL
PRODUCED IN A TIMELY FASHION UPON REQUEST?

DO YOU HAVE TTY EQUIPMENT OR UTILIZE THE FLORIDA RELAY SYSTEM?

☒ Yes ☐ No

IS THE TTY NUMBER OR THE FLORIDA RELAY SYSTEM NUMBERS LISTED WITH
THE OFFICE PHONE NUMBER? ☒ Yes ☐ No

Florida Relay System:

1-800-955-8711

**EXAMINE OPERATOR MANUALS AND RIDER INFORMATION. DO CURRENT
POLICIES COMPLY WITH ADA PROVISION OF SERVICE REQUIREMENTS
REGARDING THE FOLLOWING:**

Provision of Service	Training Provided	Written Policy	Neither
Accommodating Mobility Aids	Yes	Yes	
Accommodating Life Support Systems (O ₂ Tanks, IV's...)	Yes	Yes	
Passenger Restraint Policies	Yes	Yes	
Standee Policies (persons standing on the lift)	Yes	Yes	
Driver Assistance Requirements	Yes	Yes	
Personal Care Attendant Policies	Yes	Yes	
Service Animal Policies	Yes	Yes	
Transfer Policies (From mobility device to a seat)	Yes	Yes	
Equipment Operation (Lift and securement procedures)	Yes	Yes	
Passenger Sensitivity/Disability Awareness Training for Drivers	Yes	Yes	

RANDOMLY SELECT ONE OR TWO VEHICLES PER CONTRACTOR (DEPENDING ON SYSTEM SIZE) THAT ARE IDENTIFIED BY THE CTC AS BEING ADA ACCESSIBLE AND PURCHASED WITH PRIVATE FUNDING, AFTER 1992. CONDUCT AN INSPECTION USING THE ADA VEHICLE SPECIFICATION CHECKLIST.

All BBT vehicles meet ADA Standards.

INSPECT FACILITIES WHERE SERVICES ARE PROVIDED TO THE PUBLIC (ELIGIBILITY DETERMINATION, TICKET/COUPON SALES, ETC...).

IS A RAMP PROVIDED? ☐ Yes ☐ No

Not applicable for this evaluation.

ARE THE BATHROOMS ACCESSIBLE? ☐ Yes ☐ No

Not applicable for this evaluation.

Bus and Van Specification Checklist

Name of Provider: Not applicable for this review.

Vehicle Number (either VIN or provider fleet number):

Type of Vehicle: ☐ Minivan ☐ Van ☐ Bus (>22')
 ☐ Minibus (<= 22') ☐ Minibus (>22')

Person Conducting Review:

Date:

Review the owner's manual, check the stickers, or ask the driver the following:

- ☐ The lift must have a weight limit of at least 600 pounds.
- ☐ The lift must be equipped with an emergency back-up system (in case of loss of power to vehicle). Is the pole present?
- ☐ The lift must be "interlocked" with the brakes, transmission, or the door, so the lift will not move unless the interlock is engaged. Ensure the interlock is working correctly.

Have the driver lower the lift to the ground:

- ☐ Controls to operate the lift must require constant pressure.
- ☐ Controls must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied.
- ☐ Sufficient lighting shall be provided in the step well or doorway next to the driver, and illuminate the street surface around the lift, the lighting should activate when the door/lift is in motion. Turn light switch on, to ensure lighting is working properly.

Once the lift is on the ground, review the following:

- ☐ Must have an inner barrier to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is fully raised.
- ☐ Side barriers must be at least 1 ½ inches high.
- ☐ The outer barrier must be sufficient to prevent a wheelchair from riding over it.
- ☐ The platform must be slip-resistant.
- ☐ Gaps between the platform and any barrier must be no more than 5/8 of an inch.
- ☐ The lift must have two handrails.
- ☐ The handrails must be 30-38 inches above the platform surface.
- ☐ The handrails must have a useable grasping area of 8 inches, and must be at least 1 ½ inches wide and have sufficient knuckle clearance.
- ☐ The platform must be at least 28 1/2 inches wide measured at the platform surface, and 30 inches wide and 48 inches long measured 2 inches above the platform surface.

- ☐ If the ramp is not flush with the ground, for each inch off the ground the ramp must be 8 inches long.
- ☐ Lifts may be marked to identify the preferred standing position (suggested, not required)

Have the driver bring the lift up to the fully raised position (but not stowed):

- ☐ When in the fully raised position, the platform surface must be horizontally within 5/8 inch of the floor of the vehicle.
- ☐ The platform must not deflect more than 3 degrees in any direction. To test this, stand on the edge of the platform and carefully jump up and down to see how far the lift sways.
- ☐ The lift must be designed to allow boarding in either direction.

While inside the vehicle:

- ☐ Each securement system must have a clear floor area of 30 inches wide by 48 inches long.
- ☐ The securement system must accommodate all common wheelchairs and mobility aids.
- ☐ The securement system must keep mobility aids from moving no more than 2 inches in any direction.
- ☐ A seat belt and shoulder harness must be provided for each securement position, and must be separate from the security system of the mobility aid.

Vehicles under 22 feet must have:

- ☐ One securement system that can be either forward or rear-facing.
- ☐ Overhead clearance must be at least 56 inches. This includes the height of doors, the interior height along the path of travel, and the platform of the lift to the top of the door.

Vehicles over 22 feet must have:

- ☐ Must have 2 securement systems, and one must be forward-facing, the other can be either forward or rear-facing.
- ☐ Overhead clearance must be at least 68 inches. This includes the height of doors, the interior height along the path of travel, and the platform of the lift to the top of the door.
- ☐ Aisles, steps, and floor areas must be slip resistant.
- ☐ Steps or boarding edges of lift platforms must have a band of color which contrasts with the step/floor surface.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Table 1. ADA Compliance Review - Provider/Contractor Level of Service Chart

Name of Service Provider/ Contractor	Total # of Vehicles Available for CTC Service	# of ADA Accessible Vehicles	Areas/Sub areas Served by Provider/Contractor
Big Bend Transit	8	8	Taylor County and surrounding area

BASED ON THE INFORMATION IN TABLE 1, DOES IT APPEAR THAT INDIVIDUALS REQUIRING THE USE OF ACCESSIBLE VEHICLES HAVE EQUAL SERVICE?

☒ Yes ☐ No

All riders of Big Bend Transit in Taylor County have equal service.

ADA COMPLIANCE

Findings:

No findings. The CTC was in compliance with ADA Standards.

Recommendations:

None at this time. BBT is in compliance with ADA Standards.

FY ____ / ____ GRANT QUESTIONS

**The following questions relate to items specifically addressed in the FY _
/ ____ Trip and Equipment Grant.**

DO YOU KEEP ALL RECORDS PERTAINING TO THE SPENDING OF TDTF DOLLARS FOR FIVE YEARS? (Section 7.10: Establishment and Maintenance of Accounting Records, T&E Grant, and FY 2020-2021 and 2021-2022)

☒ Yes ☐ No

ARE ALL ACCIDENTS THAT HAVE RESULTED IN A FATALITY REPORTED TO THE COMMISSION WITHIN 24 HOURS AFTER YOU HAVE RECEIVED NOTICE? (Section 14.80: Accidents, T/E Grant, and FY 2020-2021 and 2021-2022)

☒ Yes ☐ No

ARE ALL ACCIDENTS THAT HAVE RESULTED IN \$1,000 WORTH OF DAMAGE REPORTED TO THE COMMISSION WITHIN 72 HOURS AFTER YOU HAVE RECEIVED NOTICE OF THE ACCIDENT? (Section 14.80: Accidents, T/E Grant, and FY 2020-2021 and 2021-2022)

☒ Yes ☐ No

STATUS REPORT FOLLOW-UP FROM LAST REVIEW(S)

DATE OF LAST REVIEW: 5/14/2020

STATUS REPORT DATED: 5/14/2020

CTD RECOMMENDATION:

There were no findings the last review.

CTC Response:

There were no findings and no complaints were filed.

Current Status:

The CTC was in compliance of TD, state, and local standards.

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation: 12/20/2021

Please list any special guests that were present: Jami Evans, Copeland

Location: Taylor County Courthouse

Number of Passengers picked up/dropped off: 6

Ambulatory 6

Non-Ambulatory

Was the driver on time? ☒ Yes ☐ No - How many minutes late/early?

Did the driver provide any passenger assistance? ☒ Yes ☐ No

Was the driver wearing any identification? ☒ Yes: ☒ Uniform ☒ Name Tag
☒ ID Badge ☐ No

Did the driver render an appropriate greeting?

☒ Yes ☐ No ☐ Driver regularly transports the rider, not necessary

If CTC has a policy on seat belts, did the driver ensure the passengers were properly belted?
☒ Yes ☐ No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects?
☒ Yes ☐ No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations?
☒ Yes ☐ No

Does the vehicle have working heat and air conditioning? ☒ Yes ☐ No

Does the vehicle have two-way communications in good working order? ☒ Yes ☐ No

If used, was the lift in good working order? ☒ Yes ☐ No

Was there safe and appropriate seating for all passengers?

☒ Yes ☐ No

Did the driver properly use the lift and secure the passenger?

☒ Yes ☐ No

If No, please explain:

CTC: Big Bend Transit, Inc.

County: Taylor

Date of Ride: 12/20/2021

Funding Source	No. of Trips	No. of Riders/Beneficiaries	No. of Calls to Make	No. of Calls Made
CTD				
Medicaid				
Other		6 riders were on the shuttle.		
Other		All 6 riders were satisfied		
Other)				
Other				
Totals				

Number of Round Trips	Number of Riders/Beneficiaries to Survey
0 – 200	30%
201 – 1200	10%
1201 +	5%

Note: Attach the manifest

RIDER/BENEFICIARY SURVEY

Staff making call: JAMI EVANS
Date of Call: 6/07/22

County: Taylor
Funding Source: VETERANS

1) Did you receive transportation service on 5/24/22? ☒ Yes or ☐ No

2) Where you charged an amount in addition to the co-payment? ☐ Yes or ☒ No

If so, how much?

3) How often do you normally obtain transportation?

☐ Daily 7 Days/Week ☒ Other ☐ 1-2 Times/Week ☐ 3-5 Times/Week

4) Have you ever been denied transportation services?

☐ Yes

☒ No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

☐ None

☐ 3-5 Times

☐ 1-2 Times

☐ 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

☐ Ineligible

☐ Space not available

☐ Lack of funds

☐ Destination outside service area

☐ Other _____

5) What do you normally use the service for?

☒ Medical

☐ Education/Training/Day Care

☐ Employment

☐ Life-Sustaining/Other

☐ Nutritional

6) Did you have a problem with your trip on _____?

☐ Yes. If yes, please state or choose problem from below

☒ No. If no, skip to question # 6

What type of problem did you have with your trip?

☐ Advance notice

☐ Cost

☐ Pick up times not convenient

☐ Late pick up-specify time of wait

☐ Assistance

☐ Accessibility

☐ Service Area Limits

☐ Late return pick up - length of wait

- ☐ Drivers - specify
☐ Vehicle condition

- ☐ Reservations - specify length of wait
☐ Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

The Shuttle to the VA hospital for his medical
appointments is the only way of transportation he
has.

RIDER/BENEFICIARY SURVEY

Staff making call: Jami Evans
Date of Call: 6/7/22

County: Taylor
Funding Source: TDD

1) Did you receive transportation service on 6/04/22? ☒ Yes or ☐ No

2) Where you charged an amount in addition to the co-payment? ☐ Yes or ☒ No

If so, how much?

3) How often do you normally obtain transportation?

☐ Daily 7 Days/Week ☐ Other ☐ 1-2 Times/Week ☒ 3-5 Times/Week

4) Have you ever been denied transportation services?

☐ Yes

☒ No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

☐ None ☐ 3-5 Times

☐ 1-2 Times ☐ 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

☐ Ineligible ☐ Space not available

☐ Lack of funds ☐ Destination outside service area

☐ Other _____

5) What do you normally use the service for?

☒ Medical ☐ Education/Training/Day Care

☐ Employment ☒ Life-Sustaining/Other

☐ Nutritional

6) Did you have a problem with your trip on _____?

☐ Yes. If yes, please state or choose problem from below

☒ No. If no, skip to question # 6

What type of problem did you have with your trip?

☐ Advance notice

☐ Cost

☐ Pick up times not convenient

☐ Late pick up-specify time of wait

☐ Assistance

☐ Accessibility

☐ Service Area Limits

☐ Late return pick up - length of wait

☐ Drivers - specify

☐ Reservations - specify length of wait

☐ Vehicle condition

☐ Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by Beetha Florence for use in publications.)

Additional Comments:

Excellent service. Drivers Always very
Friendly and helpful. Used 3x a week
for dialysis.

Contractor Survey

_____ County

Not applicable in Taylor County.

Contractor name (optional)

1. Do the riders/beneficiaries call your facility directly to cancel a trip?

☐ Yes ☐ No

2. Do the riders/beneficiaries call your facility directly to issue a complaint?

☐ Yes ☐ No

3. Do you have a toll-free phone number for a rider/beneficiary to issue commendations and/or complaints posted on the interior of all vehicles that are used to transport TD riders?

☐ Yes ☐ No

If yes, is the phone number posted the CTC's?

☐ Yes ☐ No

4. Are the invoices you send to the CTC paid in a timely manner?

☐ Yes ☐ No

5. Does the CTC give your facility adequate time to report statistics?

☐ Yes ☐ No

6. Have you experienced any problems with the CTC?

☐ Yes ☐ No

If yes, what type of problems?

Comments:

PURCHASING AGENCY SURVEY

Staff making call: Jami Evans

Purchasing Agency name: Taylor County Board of Commissioners

Representative of Purchasing Agency: Sarah Weirick

1) Do you purchase transportation from the coordinated system?

☒ YES

☐ NO If no, why?

2) Which transportation operator provides services to your clients?

Big Bend Transit provides transportation for the Taylor County Veterans to the VA Hospital in Lake City and the VA medical facility in Tallahassee. Big Bend Transit also provides transportation to the Special Needs Adult Program (SNAP) and Special Olympics participants practices and local activities, as well as the local "in town" shuttle.

3) What is the primary purpose of purchasing transportation for your clients?

☒ Medical

☐ Employment

☒ Education/Training/Day Care

☐ Nutritional

☐ Life Sustaining/Other

4) On average, how often do your clients use the transportation system?

☐ 7 Days/Week

☐ 1-3 Times/Month

☐ 1-2 Times/Week

☐ Less than 1 Time/Month

☒ 3-5 Times/Week

5) Have you had any unresolved problems with the coordinated transportation system?

☐ Yes

☒ No If no, skip to question 7

6) What type of problems have you had with the coordinated system?

☐ Advance notice requirement [specify operator (s)]

☐ Cost [specify operator (s)]

☐ Service area limits [specify operator (s)]

☐ Pick up times not convenient [specify operator (s)]

☐ Vehicle condition [specify operator (s)]

☐ Lack of passenger assistance [specify operator (s)]

☐ Accessibility concerns [specify operator (s)]

☐ Complaints about drivers [specify operator (s)]

☐ Complaints about timeliness [specify operator (s)]

☐ Length of wait for reservations [specify operator (s)]

☐ Other [specify operator (s)] There were no problems this review period.

7) Overall, are you satisfied with the transportation you have purchased for your clients?

☒ Yes

☐ No If no, why? _____

Level of Cost Worksheet 1

Insert Cost page from the AOR.

See Attachment H

Level of Competition Worksheet 2

1. Inventory of Transportation Operators in the Service Area

	Column A Operators Available	Column B Operators Contracted in the System.	Column C Include Trips	Column D % of all Trips
Private Non-Profit	1		10,718	100%
Private For-Profit				
Government				
Public Transit Agency				
Total	1		10,718	100%

2. How many of the operators are coordination contractors? 0

3. Of the operators included in the local coordinated system, how many have the capability of expanding capacity? N/A

Does the CTC have the ability to expand? Yes

4. Indicate the date the latest transportation operator was brought into the system. N/A

5. Does the CTC have a competitive procurement process? Yes

6. In the past five (5) years, how many times have the following methods been used in selection of the transportation operators?

	Low bid
	Requests for qualifications
	Negotiation only

	Requests for proposals
	Requests for interested parties

Which of the methods listed on the previous page was used to select the current operators?

Requests for qualifications and low bid. The value of the bid is also taken into consideration. Big Bend Transit is the only operator in Taylor County and currently does not use outside contractors.

7. Which of the following items are incorporated in the review and selection of transportation operators for inclusion in the coordinated system?

<input checked="" type="checkbox"/>	Capabilities of operator
<input checked="" type="checkbox"/>	Age of company
<input checked="" type="checkbox"/>	Previous experience
<input checked="" type="checkbox"/>	Management
<input checked="" type="checkbox"/>	Qualifications of staff
<input checked="" type="checkbox"/>	Resources
<input checked="" type="checkbox"/>	Economies of Scale
<input checked="" type="checkbox"/>	Contract Monitoring
<input checked="" type="checkbox"/>	Reporting Capabilities
<input checked="" type="checkbox"/>	Financial Strength
<input checked="" type="checkbox"/>	Performance Bond
<input checked="" type="checkbox"/>	Responsiveness to Solicitation

<input checked="" type="checkbox"/>	Scope of Work
<input checked="" type="checkbox"/>	Safety Program
<input checked="" type="checkbox"/>	Capacity
<input checked="" type="checkbox"/>	Training Program
<input checked="" type="checkbox"/>	Insurance
<input checked="" type="checkbox"/>	Accident History
<input checked="" type="checkbox"/>	Quality
<input checked="" type="checkbox"/>	Community Knowledge
<input checked="" type="checkbox"/>	Cost of the Contracting Process
<input checked="" type="checkbox"/>	Price
<input checked="" type="checkbox"/>	Distribution of Costs
	Other: (list)

8. If a competitive bid or request for proposals has been used to select the transportation operators, to how many potential operators was the request distributed in the most recently completed process? 4

How many responded? 1

The request for bids/proposals was distributed:

☒ Locally ☒ Statewide _____ Nationally

9. Has the CTC reviewed the possibilities of competitively contracting any services other than transportation provision (such as fuel, maintenance, etc...)? Yes

Level of Availability (Coordination)

Worksheet 3

Planning – What are the coordinated plans for transporting the TD population?

CTC provides Advance Reservation (passenger) Intra-County Services, Advance Reservation (group) Intra-County Services, Advance Reservation Inter-County Services, Demand Response Service, Fixed Route Service, Non-Emergency Medical Stretcher Service, and Evacuation Service. BBT also has coordinated with the County on the weekly Veteran's Shuttles to the VA in Lake City and Tallahassee, Special Olympics Transportation Program for participants in the Special Olympics and the Special Needs Adult Program (SNAP). The coordinated plan is addressed in the TDSP.

Public Information – How is public information distributed about transportation services in the community?

BBT distributes a Coordinated Transportation System of Taylor County brochure throughout the County. The "in-town" shuttle schedule is also distributed throughout the County at the Taylor County Administrative Complex, Taylor County Public Library, Taylor County Health Department, Veteran's Service Office, and the VA Clinic. The County holds two public meetings annually to educate the public on the local TD program. The quarterly LCB meetings are also advertised to the public in the local paper. BBT also has a Ride BBT mobile app available for all smart phone users.

Certification – How are individual certifications and registrations coordinated for local TD transportation services?

BBT has a Transportation Disadvantaged Application to determine rider eligibility. Qualified beneficiaries receive a Transportation Service Letter and information on beneficiary rights, responsibilities and trip information. For general public reservations, riders must provide the scheduling personnel at BBT their name, phone number, origin and destination. BBT utilized CTS Software to coordinate transportation scheduling and beneficiary information.

Eligibility Records – What system is used to coordinate which individuals are eligible for special transportation services in the community?

BBT requires each individual to fill out a Transportation Disadvantaged Application to determine eligibility. Assistance is provided if needed to beneficiaries filling out the form. BBT maintains records on beneficiaries and CTS Software is used to assist with the maintenance of records and scheduling.

Call Intake – To what extent is transportation coordinated to ensure that a user can reach a Reservationist on the first call?

BBT has an on-site experienced Transportation Manager in the paratransit and transportation business. In addition to the Manager, BBT has staff specifically for call intake, reservations, customer service scheduling and dispatch.

Reservations – What is the reservation process? How is the duplication of a reservation prevented?

See attached Page 56A. The reservation process is also outlined in the Service Plan section of the TDSP. Applicable pages are an attachment to the evaluation. Reservation duplications are prevented with the use of the CTS Software.

Trip Allocation – How is the allocation of trip requests to providers coordinated?

The process of allocating trips is outlined in the TDSP and is an attachment to the evaluation.

Scheduling – How is the trip assignment to vehicles coordinated?

See attached Page 56A. The Service Plan section of the TDSP also provides information and is an attachment to the evaluation.

Reservations:

Utilizing CTS Software, Inc. reservations are taken as follows:

1. Customer or Agency representing a Client calls the CTC reservationist to request a trip. Trip request may be advanced day reservation (up to 30 days on advance) and, to a restricted extent, received on the same day. Subscription, standing order/repeat, trips need only be entered once, but are available for cancellation or alteration on any particular day.
2. CTC reservationist enters information pertinent to passenger registration into the system at this time, or in the case of a registered passenger, retrieves the passenger in the system by name or identification number. The reservationist questions the passenger for specific trip information, including day, time(s), origin, destination, one-way/roundtrip, and special instructions/conditions surrounding the trip. Upon completion of the reservation (entry into the system), the reservationist tells the passenger the time of earliest pick-up and the fare to be paid (if applicable), and gives the passenger a confirmation number which includes the date of the reservation and the time of the reservation was taken. Passenger eligibility for the trip requested, including Medicaid eligibility and qualification, is accomplished at the time the trip is reserved.

Scheduling:

Utilizing CTS Software Inc. trips are coordinated as follows:

1. Trips for the following day are scheduled to the appropriate driver/vehicle or assigned to the appropriate carrier.
2. Driver manifests and carrier assignments are generated by the system and distributed. Service is provided, to the extent possible, in accordance with the information on the manifest, with the driver/carrier entering actual pickup time and odometer reading, actual arrival time and odometer reading, and trip status code (completed, no-show, canceled, etc.) for each trip.
3. Completed driver manifests/carrier schedules are returned to the CTC, and vehicle and trip data is reconciled for accuracy and completeness.
4. Actual driver, vehicle and trip information is entered into the system. Each trip is brought up onto the computer screen and the is validated on things such as which passenger rode, cancelled, no-showed, or was not ready, pickup time, arrival time, and odometer readings. A second screen is used to capture vital trip information such as driver, vehicle beginning and ending odometer reading of the trip, driver times, and other information.
5. The validated system trip database is then used to generate the required agency invoices and reports, and carrier summaries.
6. Invoices and reports are forwarded to the appropriate agency or carrier.

Transport – How are the actual transportation services and modes of transportation coordinated?

See attached Page 56A. The Service Plan section of the TDSP also provides the information and is an attachment to the evaluation. It should be noted that BBT does not use outside contractors to provide transportation services at this time.

Dispatching – How is the real time communication and direction of drivers coordinated?

See attached Page 56A. The Service Plan section of the TDSP also provides this information and is an attachment to the evaluation.

General Service Monitoring – How is the overseeing of transportation operators coordinated?

See attached Page 56A.

Daily Service Monitoring – How are real-time resolutions to trip problems coordinated?

This is outlined in the TDSP and the applicable pages are an attachment to the evaluation.

Trip Reconciliation – How is the confirmation of official trips coordinated?

Trips are confirmed through the use of CTS Software. See attached Page 56A for additional information.

Billing – How is the process for requesting and processing fares, payments, and reimbursements coordinated?

See the Scheduling section of attached Page 56A.

Reporting – How is operating information reported, compiled, and examined?

See the Scheduling section of attached Page 56A.

Cost Resources – How are costs shared between the coordinator and the operators (s) in order to reduce the overall costs of the coordinated program?

The CTC does not use outside operators at this time, however through the use of CTS Software, the coordinator schedules trips to ensure for the most cost effective use of funds.

Information Resources – How is information shared with other organizations to ensure smooth service provision and increased service provision?

Big Bend Transit submits quarterly reports to the LCB for review. The quarterly reports are forwarded to the TD Commission in the Planning Grant quarterly reports. The information is also provided to the TD Commission in the Annual Operations Reports (AOR). The TD Commission and the LCB also approves the CTC Rate Model Sheets at a minimum of annually. The annual public hearings conducted by the LCB and the Board of County Commissioners are excellent resources for sharing information with the public. The County makes a great effort to ensure our citizens have adequate transportation services.

Overall – What type of formal agreement does the CTC have with organizations, which provide transportation in the community?

The CTC has a MOA with the TD Commission and the CTC Rate Model Sheets are approved annually by the TD Commission and the LCB. The CTC does not use outside operators at this time.

ATTACHMENT A

Big Bend Transit, Inc.

P.O. Box 1721
Tallahassee, Florida 32302
850/574-6266

Complaint/Commendation Form

Date Called In: _____ Time Called In: _____

Incident Called In By: _____ Telephone: _____

Date Of Incident: _____ Time Of Incident: _____

Does Complainant Wish To Be Notified Of Investigative Findings?
_____ Yes _____ No

Was Complainant Informed That There Is Also A Grievance Process Available?
_____ Yes _____ No

Did Complainant Request A Copy Of The Grievance Policy?
_____ Yes _____ No

If Yes, Address sent To: _____

Nature Of Incident:

_____ Timeliness	_____ Customer Service
_____ Vehicle Condition	_____ Poor Route Selection
_____ Vehicle Operation	_____ Trip Scheduling
_____ Other: _____	

Incident: _____

Incident Recorded By: _____

Findings: _____

By: _____ Date: _____

Disposition: _____

Authorized By: _____ Date: _____

ATTACHMENT B

Transportation Service Information:

- The driver will assist you in boarding the van, if necessary.
- Drivers will wait five minutes for you.
- You must use the seatbelt provided.
- Child car seats will not be provided.
- You must have the ability to carry your own personal items. Personal items are to be limited to (2) bags or what you alone can carry.
- Return trips will be made within an hour and a half of the requested time.
- No smoking, eating or drinking on the vehicle.
- Advanced purchase of coupons/tokens is available.
- Accessible formats are available upon requests.

Go to our website to learn what else Big Bend Transit offers in your county:

www.bigbendtransit.org

Perry
SHUTTLE

Florida Law and Title VI of the Civil Rights Act of 1964 prohibits discrimination in public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging)



BIG BEND TRANSIT, INC.

**Community Transportation
Coordinator of Taylor County**

BIG BEND TRANSIT

Big Bend Transit, Inc
Post Office Box 1721
Tallahassee, Florida 32302

Go to our website to learn about our other Taylor County transit services:

www.bigbendtransit.org

For Information Call:
(850) 584-5566 or
1-800-955-8711 for
TDD access

www.bigbendtransit.org

Courteous and Personalized Service...



Where is the Transportation Service Available?

Generally, you can ride to and from any location within Taylor County. The service is designed to get transportation disadvantaged individuals and the general public to their destinations.

What Transportation Will be Provided?

Generally, curb-to-curb transportation service will be available Monday through Saturday, 6:00 AM to 6:00 PM.

How Can I Access the Transportation Service?

Transportation requests must be made at least 1 day in advance of your travel needs. Call Big Bend Transit at (850) 584-5566 by 2:00 PM, Monday through Friday (call on Friday for a Saturday or Monday ride). You will be asked for your name, phone number, pickup address, where you are going and what time you need to arrive, if a return trip is wanted and if assistance for a disability (wheelchair, sight impaired, etc.) is required. You will be told the fare and what time to be ready for your pickup.

What is the Cost of the Transportation Service?

The one-way fare for the transportation service is based on the trip origin and

destination. A one-way trip for a TD eligible person anywhere in Taylor County, Monday through Saturday, between 6:00 AM and 6:00 PM is \$2.00. A one-way trip for a General Public person anywhere in Taylor County, Monday through Saturday, between 6:00 AM and 6:00 PM is \$5.00. If you require that an escort accompany you on your ride, he/she would pay the same fare. This request should be made at the time of scheduling.

The one-way fare is paid each time you board the vehicle. The fare may be paid by cash, check, money order, or bus passes may be purchased. Exact fare is required. The driver carries no change. The driver cannot give a receipt.

If I Need to Change Plans or Cancel My Ride, What Do I Do?

Should you need to change your plans or cancel your ride, call (850) 584-5566 immediately. For a change of plans, please give advance notice within business hours the previous day. Failure to cancel your ride within 2 hours of your time of travel will result in a charge for the trip.

What is the Phone Number for the Transportation System in Taylor County?

(850) 584-5566 - Available from 8:00 AM to 5:00 PM, Monday through Friday or 1-800-955-8711 for TDD accessibility.

Need reliable and inexpensive transportation? Then the Perry Shuttle is here for you.

The Perry Shuttle is a public transportation service that operates **Monday through Friday from 7:30 am to 5:52 pm**. The Shuttle serves most of Perry with stops at popular locations throughout the city.

It's affordable, too, at **just \$1 per trip**. Save even more with a 20-ride pass for \$18 or a 40-ride pass for \$35. 3/4 mile deviations are available along the route, but you must contact Big Bend Transit at (850) 973-4418 at least 24 hours in advance to schedule a non-designated stop or pick up.

You can visit www.bigbendtransit.org for an interactive map that displays real-time bus routing & scheduling information. You can also download the app to your smartphone. Simply use the QR code inside this brochure.

For more information about the Perry Shuttle and other Taylor County public transportation services, visit our website or call us at **(850) 584-5566**.

Perry

SHUTTLE

is powered by



in partnership with

**BIG
BEND
TRANSIT**



Florida Law and Title VI of the Civil Rights Act of 1964 prohibits discrimination in public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

This brochure was developed with technical assistance provided by the Institute for Applied Business Research at the Florida State University College of Business.

Perry
SHUTTLE

route & schedule information
updated March 2019

FREE
Wi-Fi
AVAILABLE

1505

Perry
SHUTTLE

TAYLOR COUNTY
THE FOREST CAPITAL OF THE SOUTH

Perry SHUTTLE

The Perry Shuttle operates Monday through Friday from 7:30 am until 5:52 pm. The Shuttle serves stops at the same time each hour.

The Shuttle does not operate between 12:30 pm and 1:30 pm.

To determine when the bus arrives at a stop, locate your stop # on the map and find that # on this schedule.

Each tick mark represents one minute. For example, the Shuttle arrives at Stop #17 13 minutes after the hour; it loads and unloads at Stop #1 at 30 minutes after the hour.

TIME	Stop Location
:00	13 Burger King (2144 S. Byron Butler)
:05	14 Dollar General (2028 S. Jefferson)
:10	15 WalMart (1900 S. Jefferson)
:15	16 Post Office (1600 S. Jefferson)
:20	17 Taylor Co. Courthouse (108 N. Jefferson)
:25	18 Public Library (403 N. Jefferson)
:30	19 Head Start (115 E. Drew St.)
:35	20 Taylor County High School
:40	21 Health Dept. (1215 N. Peacock)
:45	22 Veteran's Administration (1224 N. Peacock)
:50	23 Premier Medical (315 E. Ash St.)
:55	24 Senior Citizens Ctr. (800 Wash St.)
	25 DMH Plaza (555 N. Byron Butler)
	26 Office of Elections (433 N. Byron Butler)
	27 Memorial Hospital (333 N. Byron Butler)
	1 Super Wash (1403 Hampton Spring Rd.)
	2 Perrytown Apartments (500 S. Warner Ave.)
	3 Jerkins Community Ctr. (1201 MLK Blvd.)
	4 Exxon (1203 Byron Butler Pkwy)
	5 Woodridge Apts. (709 W. Church St.)
	6 CVS (105 W. Hampton Spring Rd)
	7 Family Dollar (1503 S. Jefferson)
	8 Winn Dixie (2057 S. Byron Butler)
	9 Walgreen's (2117 S. Byron Butler)
	10 Southern Villas (315 Puckett Rd.)
	11 Stonegate Manor (544 Puckett Rd)
On the hour!	12 Big Bend Tech College (3233 S. Byron Butler)

FREE Wi-Fi AVAILABLE

20 ride pass = \$18
40 ride pass = \$35

Don't forget. The Shuttle ends service at 5:52 pm and does not provide service between 12:30 pm and 1:30 pm. Plan accordingly. Actual arrival and departure times may vary slightly due to traffic conditions.

To track the location of the Shuttle at any given time, visit www.bigbendtransit.org or download the RideBBT app to your smartphone using the QR code below.

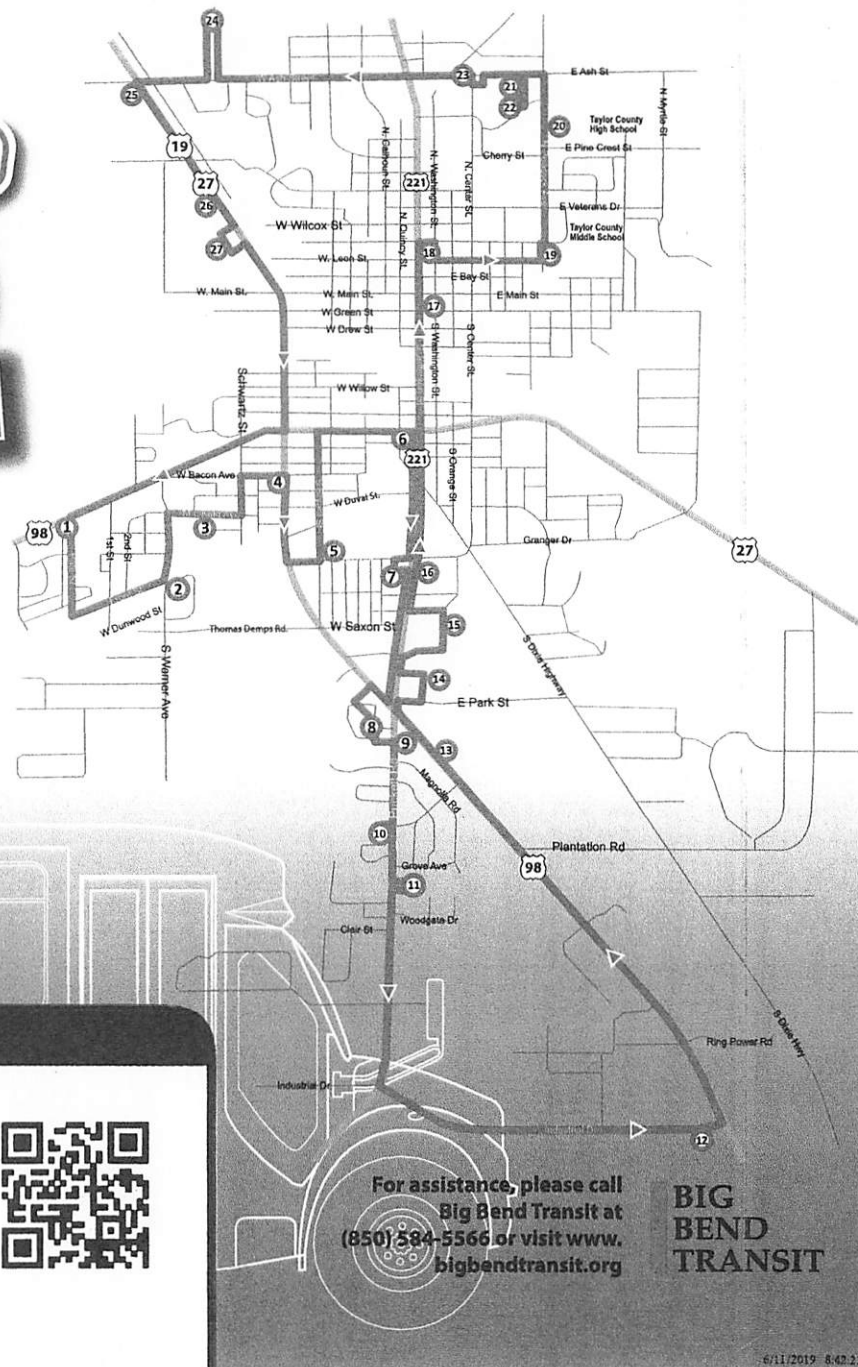
Available on the App Store

GET IT ON Google play






For assistance, please call Big Bend Transit at (850) 384-5566 or visit www.bigbendtransit.org

BIG BEND TRANSIT



BIG BEND TRANSIT

-  Get real time estimates of the bus's location
-  See your nearest stop and select a route
-  Get important bus announcements

 **BIG
BEND
TRANSIT**



Apple and Android QR Code

Get the free app: Ride BBT

Scan the QR code with your smartphone or
search 'Ride BBT' in the app
store.



ATTACHMENT C



TAYLOR COUNTY

Transportation Disadvantaged Application

Section I: General Information

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Lot #

City State ZIP Code

Check one: ☐ House ☐ Apartment ☐ Mobile home ☐ Nursing home
☐ Group home

Is this address within the city limits? Check one: ☐ Yes ☐ No

For what type of travel do you intend to use this service? _____

How often do you plan to travel? ☐ Daily ☐ Weekly ☐ Monthly

Mailing Address: _____
Street Address Apartment/Lot #

City State ZIP Code

Home Phone#: _____ Alternate Phone#: _____

Email: _____

SSN#: _____

Gender: _____ Birth Date : _____

Emergency Contact Name: _____
(Attach copy of state ID or driver's license)

Relationship: _____ Emergency Contact Phone#: _____

Section II: Mobility & Functionality Status

Check all Mobility Aids and/or Impairments that apply:

- ☐ Wheel Chair ☐ Walker ☐ Cane ☐ Crutches ☐ Leg Brace
☐ Portable Oxygen ☐ Totally Blind ☐ Legally Blind ☐ Service Animal
☐ Deaf ☐ Hearing Impaired ☐ Mentally Impaired ☐ Speech Impairment

If you checked "Mentally Impaired", please indicate the type of mental disability:

I require an escort to travel. (Check one) ☐ Yes ☐ No

In case of mental or physical impairment, please answer the following questions:

1. Are you unable to drive yourself due to your disability? ☐ Yes ☐ No

If "yes", explain why. _____

2. How do you currently travel to your destinations? _____

3. Are you able to grip handles or railings? ☐ Yes ☐ No

4. Are you able to understand and follow directions/requests? ☐ Yes ☐ No
(IF NO, A PERSONAL ESCORT IS REQUIRED WHEN TRAVELLING.)

5. Can you deal with unexpected situations or changes in routine? ☐ Yes
☐ No (IF NO, A PERSONAL ESCORT IS REQUIRED WHEN TRAVELLING.)

Section III: Income Status

1. Are you currently receiving Medicaid? ☐ Yes ☐ No

If yes, include Medicaid#: _____

2. Check current assistance: ☐ Food Assistance (EBT) ☐ AFDC ☐ SSI
(Must attach most current supporting documentation if applicable.)

3. How many individuals live in your household? _____
4. What is your annual household income? _____
(Must attach most current supporting documentation, i.e. W2, 3-check stubs, etc.)
5. Do you or does anyone in your household have a car? ☐ Yes ☐ No
 - 5a. If "yes": **Owner's name** _____ **Tag #** _____
Year _____ **Make** _____ **Model** _____
 - 5b. If "yes", is this vehicle available to you ☐ Sometimes ☐ Always ☐ Never?
6. Do you have friends or relatives who can transport you? ☐ Yes ☐ No
 - 6a. If "yes" are they able to transport you ☐ Sometimes ☐ Always ☐ Never?

Would you be interested in a **Perry Shuttle** bus pass for travel?

☐ Yes ☐ No

Section IV: Applicant Release

Applicant acknowledges that the information provided is true and correct to the best of their ability and will only be used to assess eligibility. *I hereby authorize my medical representative to release information regarding my level of functionality and need for transportation with BBT.* Any false information submitted will be found cause for immediate disqualification or revocation of eligibility.

Applicant Signature

Date

If you are signing on the applicant's behalf, please indicate relationship to applicant (i.e. legal guardian, parent, personal care attendant, etc.)

Signature

Date

Section V:

If you have indicated that you are mentally or physically impaired, please have a Medical Professional (such as a licensed physician, nurse practitioner, physical therapist, social worker, etc.) review this application and complete the following—

1. Do the disabilities of the applicant require that he/she bring a personal care attendant or escort when travelling?(Check one ☐ Yes ☐ No (If "yes" the applicant **must** travel with an escort for **each** trip.)
2. Indicate which type of transportation is required by the applicant based upon his/her functionality. (Check one) ☐ Ambulatory Vehicle or ☐ Wheelchair & Walker accessible Vehicle

Please initial the following:

___ I hereby certify that I have treated the above mentioned applicant and I am familiar with his/her disability and health condition.

___ I hereby certify that I have read and agree with the information submitted in this application.

Please attach pertinent medical documentation (such as evaluations, test results, or reports) that would explain the diagnosis or limitations of the applicant. Failure to do so will delay eligibility determination.

I understand that by signing, I am acknowledging that the information in this evaluation is true and correct to the best of my knowledge. I certify that providing false or misleading information could result in the re-examination of eligibility status of the applicant and may be reported to the license/certification jurisdiction of the State of Florida.

Print or type name of medical professional

License Number

Office Address:

Street Address

Building/Suite#

City

State

ZIP Code

Office

Phone#:

Extension:

Signature

Date

****IF ANY SECTION IS LEFT BLANK, OR ANY REQUIRED DOCUMENTATION IS NOT SUBMITTED, THIS FORM WILL BE RETURNED AND ELIGIBILITY CONSIDERATION WILL BE DELAYED****

Return this application along with supporting documentation to the following address:

Big Bend Transit, Inc.

PO Box 1721

Tallahassee, FL 32302

Visit our website www.bigbendtransit.org for more information about the services that Big Bend Transit, Inc. offers in your community.

Office Use Only:

Received Date: _____ Approved Date: _____ Denied Date: _____

ATTACHMENT D



Bus Transit System Annual Safety and Security Certification

*Certifying Compliance with Rule 14-90, FAC to the
Florida Department of Transportation (FDOT)*

Certification Date (Current): 2022

Certification Year: (Previous): 2021

Name and Address of Bus Transit System: Big Bend Transit, Inc. 2201 Eisenhower Street
Tallahassee, Florida 32302

The Bus Transit System (Agency) named above hereby certifies the following:

- 1. The Agency has adopted a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) pursuant to the standards set forth in Rule Chapter 14-90, Florida Administrative Code.*
- 2. The Agency is in compliance with its adopted SSPP and SPP.*
- 3. The Agency has performed annual safety inspections on all operational vehicles in accordance with Rule Chapter 14-90, Florida Administrative Code.*
- 4. The Agency has conducted reviews of SSPP and SPP and the plans are up to date.*

Blue Ink Signature:  Date: January 10, 2022
(Individual Responsible for Assurance of Compliance)

Name: Shawn Mitchell Title: General Manager

Name and address of entity(ies) which has (have) performed bus safety inspections and security assessments:

Name: Domingo Ortiz

Address: 2201 Eisenhower Street Tallahassee, Florida 32302

Name of Qualified Mechanic who Performed Annual Inspections: Domingo Ortiz

** Note: Please do not edit or otherwise change this form.*



Annual Grant Self Certification

Certifying compliance with United States Code Section 5309, 5310, 5311/ARRA, 5316, 5317, and 5339 Programs to the Florida Department of Transportation

Certification Date (Current): 2022

Certification Year: (Previous): 2021

Name and Address of Bus Transit System: Big Bend Transit, Inc.

The Bus Transit System (Agency) named above hereby certifies the following:

1. The grant funded vehicles, facilities, and equipment continue to be used for the purpose for which the grants were awarded.
2. The vehicles, facilities, and equipment have not been sold, damaged or otherwise taken out of service. The Agency has notified the Department of all accidents and casualties within 24 hours of such events.
3. The Agency carries adequate insurance to maintain, repair, or replace the vehicles, facilities, and equipment in the event of loss or damage due to an accident or casualty.
4. The Agency's Preventative Maintenance Plan and Facilities and Equipment Preventative Maintenance Plan (if applicable) is current and the agency is in compliance with the Plan (s). The vehicles, facilities, and equipment are maintained in good working condition. Annual vehicle and wheelchair safety inspections have been performed on all operational buses.

Blue Ink Signature:  **Date:** 1/10/2022

(Individual responsible for assurance of compliance)

Name: Shawn Mitchell

Title: General Manager

Name and address of entity(ies) which has (have) performed bus safety inspections:

Name: Domingo Ortiz

Address: 2201 Eisenhower St. Tallahassee, FL, 32310

Name of qualified mechanic who performed wheelchair inspections: Domingo Ortiz

Name and address of entity(ies) which has (have) performed wheelchair inspections:

Name: Domingo Ortiz

Address: 2201 Eisenhower St. Tallahassee, FL, 32310

Name of qualified mechanic who performed annual inspections: Domingo Ortiz

Name and address of entity(ies) which has (have) performed annual inspections:

Name: Domingo Ortiz

Address: 2201 Eisenhower St. Tallahassee, FL, 32310

** Note: Please do not edit or otherwise change this form.*

ATTACHMENT E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF COMPLIANCE

725-030-10
TRANSIT
12/01

for a
SECTION 5311 SUBRECIPIENT
(Certifying compliance with 49 CFR Parts 40, 655)
To
Florida Department of Transportation

DATE 1/10/2022

Section 5311 Subrecipient Information:

AGENCY NAME: Big Bend Transit, Inc.

ADDRESS: 2201 Eisenhower street Tallahassee, FL

PHONE: 850-574-6266

FDOT District Office Information:

NAME: Doreen Joyner-Howard, AICP

ADDRE:

PHONE: 904-360-5650

I, Shawn Mitchell, General Manager
(Name) (Title)

hereby certify that _____ and its applicable
(Name of Subrecipient)

contractor(s) (listing attached hereto) for Big Bend Transit, Inc
(Name of Subrecipient)

has (have) established and implemented an anti-drug and alcohol misuse prevention program in accordance with the provisions of 49 CFR Parts 40 and 655 as amended. I further certify that the employee training conducted under this part meets the requirements of 49 CFR Parts 40 and 655 as amended.



Signature

Attachment: (Applicable Contractor(s) - Name, Address, Phone #, Contact Person)



Substance Abuse Policy

Updated: January 2020

Big Bend Transit, Inc.
Substance Abuse Management Policy
In accordance with USDOT and FTA Regulations

Big Bend Transit, Inc. is dedicated to providing safe, dependable, and economical transportation service to its patrons. Big Bend Transit employees are a valuable resource and it is our agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol.

This policy is established to comply with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40, as amended. ***Policy provisions authorized by Big Bend Transit are italicized and bolded throughout this policy.*** All other policy provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

This policy is approved by: Shawn Mitchell

Title of approving official: General Manager

Signature of approving official: _____

Date signed: _____

Policy effective date: 02/08/2018

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- 2. Employee Applicability**
- 3. USDOT/FTA Prohibited Drugs**
- 4. Pre-employment Drug and Alcohol Background Checks**
- 5. Pre-employment Testing**
- 6. Random Testing**
- 7. Reasonable Suspicion Testing**
- 8. Post Accident Testing**
- 9. Urine Specimen Collections**
- 10. Refusal to Submit to USDOT/FTA Required Drug Testing**
- 11. Urine Specimen Analysis**
- 12. Role of the Medical Review Officer (MRO)**
- 13. Consequence for MRO Verified Positive Drug Test**
- 14. Split Specimen Testing**
- 15. Alcohol Prohibition**
- 16. Alcohol Testing**
- 17. Consequence for USDOT/FTA Alcohol Violation**
- 18. Refusal to Submit to USDOT/FTA Required Alcohol Testing**
- 19. Big Bend Transit's Testing Program Contacts**

1. Testing Program Background

The Omnibus Transportation Employee Testing Act of 1991 (OTETA) directed the United States Department of Transportation (USDOT) to promulgate regulations outlining the procedures for transportation workplace drug and alcohol testing. The USDOT regulations titled, "Procedures for Transportation Workplace Drug and Alcohol Testing" are codified as 49 CFR Part 40. The regulations ensure uniform practices for specimen collections, laboratory analysis, medical review, result reporting and the Return-to-Duty process for violating employees. The regulations are applicable to safety-sensitive employees in transportation workplaces throughout the nation (transit, railroad, aviation, commercial drivers, etc.).

The OTETA also directed each transportation administration to craft industry-specific regulations that define which employees are subject to testing, the testing circumstances, policy statement requirements and training requirements, relevant to that industry. Big Bend Transit, Inc. is required to comply with both the USDOT regulations described above, as well as the Federal Transit Administration regulations "Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations" which are codified as 49 CFR Part 655.

2. Employee Applicability

This policy and the USDOT/FTA testing program apply to all safety-sensitive Big Bend Transit employees. The policy also applies to volunteers who are required to hold a Commercial Drivers License (CDL) and volunteers that receive remuneration in excess of actual expenses accrued while carrying out assigned duties. Adherence to this policy and the USDOT/FTA testing program is a condition of employment in a safety-sensitive position with Big Bend Transit. All employees of Big Bend Transit who perform, or could be called upon to perform, any of the following duties are defined as safety-sensitive employees:

1. Operate a public transportation vehicle, while in or out of service
2. Operate an ancillary vehicle when the vehicle requires a commercial driver's license
3. Control the movement of a public transportation vehicle
4. Perform maintenance on a vehicle or equipment used in public transportation
5. Carry a firearm as part of transit security detail

The Big Bend Transit positions classified as safety-sensitive include:

- Transit Operators
- Transportation Managers and Assistant Transportation Managers
- Operations Assistants
- Mechanics, Maintenance Assistants and Maintenance Supervisor(s)
- Safety and Security Officer

3. USDOT/FTA Prohibited Drug Classes

- Amphetamines
- Cocaine
- Marijuana
- Opioids
- Phencyclidine (PCP)

4. **Pre-employment Drug and Alcohol Background Checks**

In accordance with 49 CFR Part 40.25, Big Bend Transit must make and document good faith efforts to perform drug and alcohol background checks for all applicants applying for a safety-sensitive position and all current employees applying for transfer into a safety-sensitive position. Testing information will be requested from each of the applicant's previous DOT covered employers during the two years prior to the date of application. Big Bend Transit must obtain the applicant's written consent for the release of their drug and alcohol testing information from their previous DOT covered employers to Big Bend Transit. Applicants refusing to provide written consent are prohibited from performing safety-sensitive functions for Big Bend Transit.

Safety-sensitive applicants who have previously violated the USDOT testing program must provide documentation that they have successfully completed the USDOT's Return-to-Duty process with a DOT-qualified Substance Abuse Professional (SAP). Failure to provide satisfactory documentation will exclude the applicant from being hired or transferred into a safety-sensitive position with Big Bend Transit.

5. **Pre-Employment Testing**

All applicants for safety-sensitive positions shall undergo a pre-employment urine drug test. Big Bend Transit must receive an MRO-verified negative drug test result prior to the applicant's first performance of any safety sensitive function, including behind-the-wheel training.

If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment in a safety-sensitive position with Big Bend Transit. The applicant will be provided a list of USDOT-qualified Substance Abuse Professionals.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was also removed from the random testing pool for 90 days or more, must submit to a pre-employment urine drug test. Big Bend Transit must be in receipt of a negative drug test result prior to the employee resuming any safety-sensitive function.

6. **Random Testing**

Safety-sensitive employees will be subject to random, unannounced testing. Big Bend Transit will perform random testing in a manner that meets or exceeds the FTA minimum annual testing requirements, as amended. The selection of employees for random testing will be made using a scientifically valid method. All safety-sensitive employees will have an equal chance of being selected each time a random draw is performed. Random alcohol tests will be conducted just before, during or just after the employee's performance of a safety-sensitive function. Random drug tests may be conducted anytime an employee is on duty, on call for duty or on standby for duty.

Once an employee is notified that they have been selected for a random test, they must proceed immediately to the testing location. Failure to proceed immediately may be deemed

a refusal to test.

7. Reasonable Suspicion Testing

All safety-sensitive employees must submit to reasonable suspicion drug and/or alcohol testing when a supervisor or company official trained in detecting signs and symptoms of drug use and alcohol misuse has made specific, contemporaneous, articulable observations concerning an employee's appearance, speech, behavior and/or body odor. Reasonable suspicion testing for alcohol misuse will occur when observations are made just before, during, or just after the employee's performance of a safety-sensitive function. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty or on standby for duty and a trained supervisor has made the observations.

8. Post-Accident Testing

Fatal Accidents: Safety-sensitive employees must submit to post-accident drug and alcohol testing following an accident involving a public transportation vehicle that results in the loss of human life. In addition to a surviving operator of the vehicle, any other surviving, safety-sensitive employee whose performance could have contributed to the accident must also be tested.

Non-Fatal Accidents: All safety-sensitive employees whose actions cannot be completely discounted as a contributing factor must submit to post-accident drug and alcohol testing when a non-fatal accident meets one or more of the following thresholds:

1. An individual suffers bodily injury and immediately receives medical treatment away from the scene
2. One or more vehicles incurs disabling damage that requires the vehicle(s) to be towed away from the accident scene
3. If the public transportation vehicle is a rail car, trolley car, trolley bus or vessel and has been removed from service.

Big Bend Transit officials will use the best information available at the scene, to determine if a safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident.

Post-accident drug and alcohol tests will be conducted as soon as practicable following the accident. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing will be deemed to have refused the test. However, employees are not prohibited from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

9. Urine Specimen Collections

Urine specimen collections will be conducted in accordance with USDOT rule, 49 CFR Part 40, as amended. Collectors will be appropriately trained and qualified to perform urine specimen

collections for USDOT covered employers. Urine specimen collectors will use the split-specimen collection method and will afford the donor (employee) the greatest degree of privacy permitted per 49 CFR Part 40, as amended. When an observed collection is required, the observer will be of the same gender as the donor (employee).

10. Refusal to Submit to Urine Drug Testing

The following actions constitute a "refusal to test" in accordance with 49 CFR Part 40, as amended:

- (1) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- (2) Failure to remain at the testing site until the testing process is completed (after the process has been started)
- (3) Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen
- (5) Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Failure or decline to take an additional drug test the employer or collector has directed you to take
- (7) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by Big Bend Transit
- (8) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- (9) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- (11) Admitting to the collector or MRO that you adulterated or substituted the specimen.
- (12) When the MRO verifies your drug test result as adulterated or substituted.

Refusing to submit to a USDOT/FTA required test is a violation of the USDOT/FTA testing program. Employees are required to be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per Big Bend Transit authority, violation of the USDOT/FTA testing program will result in termination of employment.***

11. Urine Specimen Analysis

All specimens will be transported or shipped to a laboratory certified by the Department of Health and Human Services (DHHS). All specimens will be analyzed at the laboratory in accordance with 49 CFR Part 40, as amended. The procedures that will be used to test for the presence of prohibited drugs will protect the employee and the integrity of the drug testing process, safeguard the validity of the test results and ensure that the test results are attributed to the correct employee. Laboratory confirmed drug test results will be released only to a certified Medical Review Officer (MRO) for review and verification.

Negative-Dilute Specimens

Upon receipt of an MRO verified negative-dilute drug test result with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, Big Bend Transit will require applicants and employees to submit to a second urine collection per 49 CFR Part 40.197. The collection of the second specimen will not be conducted using direct observation procedures. The MRO verified result of the second urine drug test will be accepted by Big Bend Transit as the final result and the test of record. ***Big Bend Transit will apply this policy provision uniformly for all pre-employment and random urine drug tests reported by the Medical Review Officer to have creatinine levels greater than 5mg/dl but less than 20mg/dl (negative-dilute results).*** Once notified that a second collection is required, employees must proceed immediately for testing. An employee's failure to report immediately may be deemed as a refusal to submit to testing, which is a violation of the USDOT/FTA testing program. ***Per Big Bend Transit's authority, violation of the USDOT/FTA testing program will result in termination of employment.***

12. **Role of the Medical Review Officer (MRO)**

The role of the Medical Review Officer is to review and verify laboratory confirmed test results obtained through a DOT-covered employer's testing program. When a non-negative drug test result is received, the MRO will communicate with the donor (employee) to determine if a legitimate medical explanation exists. When a legally prescribed medication has produced a non-negative result, the MRO will verify the prescription and report the result as "negative" to Big Bend Transit. Medical conditions and other information obtained by the MRO during the interview with the donor will be maintained in a confidential manner. However, if the MRO believes that a medication prescribed to the donor may pose a significant safety risk, the MRO will require the donor to contact his/her prescribing physician and request that the physician contact the MRO within 5 business days. The MRO and prescribing physician will consult to determine if the employee's medication use presents a significant safety risk. Big Bend Transit will be notified by the MRO when the outcome of the consultation results in a determination that the donor's medication use presents a significant safety risk. If the employee's prescribing physician fails to respond, the safety concern will be reported to Big Bend Transit without consultation. Based on the MRO recommendation, Big Bend Transit may deem the employee medically disqualified from performing safety-sensitive functions. The MRO assigned to review and verify laboratory drug test results for Big Bend Transit is:

Name of MRO:	Dr. Natalie Hartenbaum
Address:	100 Horizon Drive, Ste 102, Chalfont, PA 18914
Phone Number:	800-732-3784

Fax Number: 215-396-5610

13. Consequence for MRO Verified Positive Drug Test

When Big Bend Transit is notified of an MRO verified positive drug test, or a test refusal due to adulteration or substitution; the violating employee will be immediately removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. Applicants will be excluded from hire and provided a list of DOT-qualified Substance Abuse Professionals. *Per Big Bend Transit authority, violation of the USDOT/FTA testing program will result in termination of employment.*

14. Split Specimen Testing

As an important employee protection, split specimen collection procedures will be used for all USDOT/FTA urine collections. When an employee challenges an MRO verified result, he/she may request that the split specimen (bottle B) be tested at a different DHHS certified laboratory that conducted the test of the primary specimen (bottle A). Instructions for requesting the split specimen test will be provided by the Medical Review Officer during his/her interview with the donor (employee). In accordance with USDOT rule, Big Bend Transit will ensure that the fee to process the split specimen test is covered, in order for a timely analysis of the split specimen. *Big Bend Transit may seek reimbursement for the cost of the split specimen test.*

15. Alcohol Prohibition

Safety-sensitive employees are prohibited from consuming alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. Safety-sensitive employees must not consume alcohol within eight (8) hours following an accident or until the employee submits to post-accident testing, whichever occurs first.

16. Alcohol Testing

All alcohol screening tests and confirmation tests will be performed in accordance with USDOT rule, 49 CFR Part 40. The procedures that will be used to test for alcohol misuse will protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee.

When an alcohol-screening test indicates a blood alcohol concentration (BAC) of 0.02 or greater, a confirmation test will be performed using an evidential breath-testing device listed on the USDOT/ODAPC webpage as an "Approved Evidential Breath Measurement Device". The confirmed blood alcohol concentration (BAC) result will be transmitted by the technician to Big Bend Transit in a confidential manner. A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.02 or greater but less than 0.04 will be removed from safety-sensitive duties for a period of at least (8) eight hours or until test results fall below 0.02.

17. Consequence for a USDOT/FTA Confirmed Alcohol Violation

A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.04 or greater has violated the USDOT/FTA testing program and will be removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. *Per Big Bend Transit*

authority, violation of the USDOT/FTA testing program will result in termination of employment.

18. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to an alcohol test:

- (1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete
- (3) Fail to provide an adequate amount of saliva or breath for any USDOT required alcohol test
- (4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (5) Fail to undergo a medical examination or evaluation, as directed by the [Agency]
- (6) Fail to sign the certification at Step 2 of the ATF
- (7) Fail to cooperate with any part of the testing process.

Refusing to submit to a USDOT/FTA required test is a violation of USDOT/FTA testing program. Employees must be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per Big Bend Transit authority, violation of the USDOT/FTA testing program will result in termination of employment.***

19. Big Bend Transit Testing Program Contacts

Designated Employer Representative (Drug & Alcohol Program Manager)

Name: Eric Landis

Phone: 850-574-6266 Ext. 112

Email: elandis@bigbendtransit.org

Alternate (back-up) Program Manager

Name: Kenny Metayer

Phone: 850-574-6266 Ext. 113

Email: kmetayer@bigbendtransit.org

The referenced USDOT and FTA regulations, as well informational material related to this testing program are available for review and/or download from the Florida Department of Transportation's Substance Abuse Management Website: <http://sam.cutr.usf.edu>. Further information may be obtained from the USDOT's Office of Drug and Alcohol Policy and Compliance website: <https://www.transportation.gov/odapc> and the Federal Transit Administration's (FTA) website: <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Default.aspx>

**Employee Acknowledgement of Receipt of Big Bend Transit, Inc.
Substance Abuse Management Policy**

I have received a legible copy of the Big Bend Transit Substance Abuse Management Policy. I understand that my employment in a safety-sensitive position with Big Bend Transit is conditioned upon full adherence to this policy.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____



**TAYLOR COUNTY LOCAL COORDINATING BOARD
COMMUNITY TRANSPORTATION COORDINATOR
REVIEW FY 2021-2022**

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GRIEVANCE PROCEDURES 2021 – 2022
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED
Updated August 17, 2021

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code (F.A.C) and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). The Grievance Procedures are in compliance with Florida Commission for the Transportation Disadvantaged Local Grievance Guidelines for Transportation Disadvantaged Services (February 2010) and Florida Commission Transportation Disadvantaged Grievance Procedures (May 2015). The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

- 1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate Designated Official Planning Agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)
- 1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)
- 1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk" as defined in Section 411.202, Florida Statutes.
- 1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

- 1.5 Transportation Operator:** means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)
- 1.6 Service Complaint:** Means routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator (CTC) or transportation operators, not local service standards established by the Community Transportation Coordinator, local Coordinating Board, and the Taylor County Board of Commissioners. Big Bend Transit is both the CTC and the operator. Big Bend Transit does not use outside operators at this time. All service complaints shall be recorded and reported by the CTC to the LCB.
- 1.7 Formal Grievance:** A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.
- 1.8 Administrative Hearing Process:** Chapter 120, Florida Statutes.
- 1.9 Ombudsman Program:** A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

- 2.1** The objective of the grievance process shall be to serve as a mediator to hear and investigate and make recommendations in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies working with the CTC and the customer. It is not the objective of the grievance process to “adjudicate” or have “determinative” powers. The objective shall be to assist in providing a resolution for the improvement of services.
- 2.2** The CTC, and its service operation and other subcontractors must post the contact person’s name and telephone number in each vehicle regarding the reporting of complaints.
- 2.3** Rider brochures and other rider documents shall provide information on the complaint and grievance process including the TD Helpline Service when local resolution does not occur.
- 2.4** All materials pertaining to the grievance process will be made available, upon request, in a format accessible to all citizens including persons with disabilities.
- 2.5** A written copy of the grievance procedure shall be available to anyone upon request. The request shall be made to the CTC, Official Planning Agency, or the Commission for the Transportation Disadvantaged.

2.6 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

3.1 The Taylor County Local Coordinating Board shall appoint five (5) of its voting members to the Grievance Committee. The Grievance Committee will serve as a mediator to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the designated service area and make recommendations to the LCB.

3.2 Members shall be appointed by the Chairperson of the LCB.

3.3 The Grievance Committee shall include one representative of client/rider.

3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.

3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.

3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board if applicable.

3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.

3.8 The Grievance Committee shall elect a Chairperson and Vice-Chairperson. The Chair and Vice-Chair shall serve for a one (1) year term but may serve consecutive terms.

3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

SECTION 4. GRIEVANCE PROCESS

4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", "advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.

4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through the Commission for the Transportation Disadvantaged Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

- a. Late trips (late pick up or drop off)
- b. No show by transportation operator
- c. No show by client/rider
- d. Client/rider behavior
- e. Driver behavior
- f. Passenger comfort/discomfort
- g. Service denial (refusing service to rider without an explanation as to why – such as the client may not qualify, lack of TD funds, etc.)
- h. Unsafe driving
- i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

- a. Chronic or recurring or unresolved service complaints
- b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
- c. Denial of service
- d. Suspension of service
- e. Unresolved safety issues
- f. Contract disputes (if applicable)
- g. Coordination of disputes
- h. Bidding disputes
- i. Agency compliance
- j. Conflicts of interest
- k. Supplanting of funds
- l. Billing and/or account procedures
- m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and at a minimum contain the following:

- a. Name and address of the client/rider
- b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.
- c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 The following steps shall be taken after a formal grievance has been filed:

Step One: The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. Big Bend Transit, Inc. is the Taylor County CTC and can be contacted at 850-574-6266. Locally, complaints may be made at 850-584-5566. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance. Minimum guidelines for the CTC include:

- a. All CTC and transportation subcontractors (not applicable at this time) must make a written copy of their procedures and rider policies available to anyone, upon request.
- b. All CTC and transportation subcontractors (not applicable at this time) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.
- c. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date the grievance was received and date by which a decision will be made.
- d. The CTC will render a decision in writing, giving the complainant an explanation of the facts that lead to the CTC's decision and provide a method or ways to bring about a resolution.
- e. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to all persons including those with disabilities.
- f. The CTC Board of Directors, owners or whoever is legally responsible must receive a copy of the grievance and response.

Step Two: If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. Taylor County Board of Commissioners is the DOPA and the Planning Grant Manager can be reached at 850-838-3553.

Step Three: The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee within seven (7) working days of the meeting.

Step Four: If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in Step Three, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

Step Five: Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

Step Six: Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

Step Seven: If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

Step Eight: The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

Step Nine: The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

SECTION 5. COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

- 5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-983-2435 or 850-410-5700 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. For hearing or

speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

All of the steps outlined in Section 4 must be attempted in the listed order before a grievance will move to the next step in the formal grievance process with the Commission for the Transportation Disadvantaged. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

- 5.2 Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

- 5.3 Medicaid transportation service complaints, grievances, or appeals should be addressed through the Statewide Medicaid Managed Care (SMMC) System. The SMMC has a complaint process which can be accessed online at <http://www.ahca.myflorida.com/SMMC>. Complaints can also be made by calling 1-877-711-3662.
- 5.4 If the Commission is unable to resolve the grievance, the client will be referred to the Office of Administrative Appeals or other legal venues appropriate to the specific nature of the grievance.

Grievance Procedures Process Chart at the Local Level

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Written Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) working days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) working days.	Ten (10) working days.	Five (5) working days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) working days from the date of the action that precipitated the grievance to be filed.	Yes	Ninety (90) working days.	Fourteen (14) working days.	Seven (7) working days from the date of the resolution of the grievance.	File grievance with the Florida Commission for the Transportation Disadvantaged

NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

Big Bend Transit, Inc.
P.O. Box 1721
Tallahassee, Florida 32302
Contact: Shawn Mitchell- Transportation Manager
Phone: 850-574-6266
smitchell@bigbendtransit.org

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Jami Evans
Phone: 850-838-3553
grants.assist@taylorcountygov.com

Taylor County Local Coordinating Board Chairperson: Pam Feagle
Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Phone: 850-838-3500 ext 107

Florida Commission for the Transportation Disadvantaged Helpline 800-983-2435
or
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, FL 32399-0450
or
www.fdot.gov/ctd

You may also contact CTDOmbudsman@dot.state.fl.us for further information about Grievance Procedures.

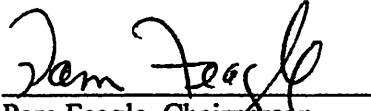
For Hearing and Speech impaired call 711 (Florida only) Florida Relay System or 850-410-5708 for TTY

Americans with Disabilities Act (ADA) 800-514-0301 (Voice) and 800-514-0383 (TTY)

Disability Rights Florida 800-342-0823

CERTIFICATION

The undersigned hereby certifies that they are the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the 9th day of September, 2021



Pam Feagle, Chairperson
Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL DESIGNATED PLANNING AGENCY

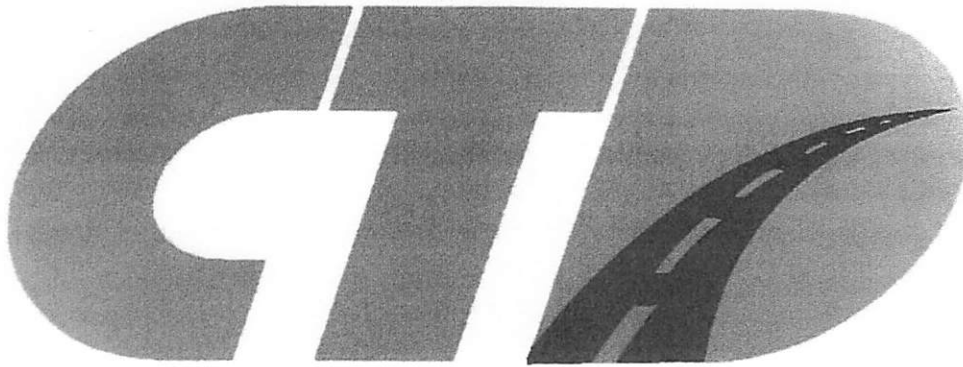


Thomas Demps, Chairman
Taylor County Board of Commissioners

August 17, 2021
Date

Attachment 1: TD Local Grievance Guidelines for Transportation Disadvantaged Services
Attachment 2: Florida Commission for the Transportation Disadvantaged Grievance Procedures

Florida Commission for the



Transportation Disadvantaged

LOCAL GRIEVANCE GUIDELINES FOR TRANSPORTATION DISADVANTAGED SERVICES

Prepared by the

Commission for the Transportation Disadvantaged
605 Suwannee Street, Mail Station 49
Tallahassee, Florida 32399-0450
Toll Free (800) 983-2345
(850) 410-5700

Updated February 2010

I. INTRODUCTION

The Commission for the Transportation Disadvantaged oversees, through contractual arrangements, a coordinated system of local transportation disadvantaged service providers in the state. At the local level Community Transportation Coordinators are responsible for the provision of service. The service area for which the Community Transportation Coordinator is responsible is, at a minimum, an entire county, but can include more than one county. The Community Transportation Coordinator can be a transportation operator and actually provide transportation service, or it can form a network of providers by contracting all or some of the service to other transportation operators.

Another key entity involved in the development, monitoring, support, and evaluation of the local service delivery system is the local Coordinating Board. Each county or service area has a local Coordinating Board to provide information, guidance and advice on the local coordinated system.

The purpose of these guidelines is to provide information and uniform guidance in regard to local grievance practices and procedures. It is to be applied by Community Transportation Coordinators and local Coordinating Boards in developing and implementing their local grievance procedures.

It is the intent of the Commission for the Transportation Disadvantaged to encourage resolution of grievances at the local level, and to educate the passengers, funding agencies, and any other interested parties about the grievance process(es).

II. FORMAL GRIEVANCE VS. SERVICE COMPLAINTS

As you develop your Grievance process(es), it is very important that we define and delineate the differences between what a formal grievance is, pursuant to Chapter 427 F.S. and Rule 41-2 F.A.C., and what daily service complaints are. Daily service complaints are routine in nature, occur once or several times in the course of a days' service, and are usually resolved immediately within the control center of the Community Transportation Coordinator. However, if left or unresolved, a routine service complaint can mushroom into a formal grievance. Further discussion of the differences between a Formal Grievance and a Service Complaint follows:

A. SERVICE COMPLAINT

Service complaints are routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator or transportation operators, not local service standards established by the Community Transportation Coordinator and local Coordinating Board. If the Community Transportation Coordinator is also an operator, their statistics on service complaints should be

included. Local standards should be developed regarding the reporting and parameters of service complaints.

Example:

Service Complaints may include but are not limited to:

- Late trips (late pickup and or late dropoff)
- No-show by transportation operator
- No-show by client
- Client behavior
- Driver behavior
- Passenger discomfort
- Service denial (refused service to client without an explanation as to why, i.e. may not qualify, lack of TD funds, etc.)

B. FORMAL GRIEVANCE

A formal grievance is a written complaint to document any concerns or an unresolved service complaints regarding the operation or administration of TD services by the Transportation Operator, Community Transportation Coordinator, designated official planning agency (DOPA), or local Coordinating Board. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

Example:

Formal Grievances may include but are not limited to:

- Chronic or reoccurring or unresolved Service Complaints
(Refer to description of service complaints)
- Violations of specific laws governing the provision of TD services i.e. Chapter 427 F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law, ADA.
- Contract disputes (Agencies/Operators)
- Coordination disputes
- Bidding disputes
- Agency compliance
- Conflicts of interest
- Supplanting of funds
- Billing and /or accounting procedures

Again, these guidelines are to be used to focus on the minimum requirements in drafting and finalizing the formal grievances. This is a guide to assist in setting local standards for determining the process(es) to resolve formal grievances.

III. HEARING AND DETERMINING A GRIEVANCE

There is a distinct difference between "hearing" a grievance, and "hearing and determining" a grievance. There is no bar to a person or entity listening to or "hearing" a grievance. An entity may even investigate them, from a purely fact-finding perspective, as long as it does not, in the course of its investigation, impose requirements on third parties that are not supported by statute or contractual agreement.

However, when an entity makes a determination of the rights, duties, privileges, benefits, or legal relationships of a specified person or persons, it is exercising "adjudicative" or "determinative" powers. Deciding a grievance between two independent parties may fall within these parameters, depending on the nature of the grievance.

It should be noted that Chapter 427, F.S. grants no adjudicative powers to anyone. However, Rule 41-2, F.A.C. does provide for grievance processes at the local level:

1. LOCAL COORDINATING BOARD GRIEVANCE PROCESS

Rule 41-2.012(5)(f), F.A.C., provides for the local Coordinating Board to appoint a grievance committee to serve as a mediator to process and investigate complaints from agencies, users, potential users of the system and the Community Transportation Coordinator in the designated service area, and make recommendations to the local Coordinating Board (LCB) for improvement of service. Whereas the committee makes recommendations to the local Coordinating Board, and the local Coordinating Board is also an advisory body, neither entity has the authority to "hear and determine" a grievance. They only have the authority to "hear" and advise. It should be noted that even though the local Coordinating Board does not have determinative powers, the recognition of problems by the various members of the local Coordinating Board is a very useful mechanism to resolve many issues. In addition, it should be noted that since the local Coordinating Board is involved in the development and approval of the Transportation Disadvantaged Service Plan, and the annual evaluation of the Community Transportation Coordinator, there is considerable avenue for the local Coordinating Board to influence changes where needed.

This authority to hear and advise is the grievance procedure that is currently in place by all local Coordinating Boards and is a part of the Commission for the Transportation Disadvantaged planning grant deliverables. This procedure should not imply "determinative" powers, nor should the Commission for the Transportation Disadvantaged be included in the process as a final arbiter. However, the Commission for the Transportation Disadvantaged could be the recipient of a recommendation by the local Coordinating Board in matters pertaining to "the system" or matters within the contractual control of the Commission for the Transportation Disadvantaged. Further the Commission for the Transportation Disadvantaged may choose to listen to a grievance, with the

understanding that the Commission for the Transportation Disadvantaged is limited in its authority to rule on the grievance.

2. COMMUNITY TRANSPORTATION COORDINATOR GRIEVANCE PROCESS

The Transportation Disadvantaged Service Plan must be developed consistently with the Coordinated Transportation Contracting Instructions, incorporated by reference in Rule 41-2.002(27), F.A.C. Pursuant to these instructions, the Operations Element must contain at a minimum, the step-by-step process that the Community Transportation Coordinator uses to address "Service Complaints" and "Formal Grievances". The "Formal Grievance" part of this is intended to be the step-by-step process which allows for "hearing and determination" activities within the Community Transportation Coordinator's organization.

Therefore, it will provide steps by which a formal written grievance can be "heard" and a "determinative" action can be taken. The Community Transportation Coordinator's grievance procedure should ultimately end at its Board of Directors, Board of County Commissioners, Owner or whoever else is legally responsible for the actions of the Community Transportation Coordinator.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

IV. MINIMUM REQUIREMENTS FOR FORMAL GRIEVANCE PROCEDURES BY COMMUNITY TRANSPORTATION COODINATOR & LOCAL COORDINATING BOARD

The following paragraphs contain minimum requirements for the development of grievance procedures by the Community Transportation Coordinator and local Coordinating Board as authorized by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statutes and Rule 41-2, F.A.C.

Formal grievance processes by the LCB or Community Transportation Coordinator shall be open to addressing concerns by any person or agency including but not limited to: Purchasing agencies, Users, Potential users, Private-for-profit operators, Private-nonprofit operators, Community Transportation Coordinator's, designated official planning agencies, Elected officials, and drivers.

A. The minimum guidelines for the local Coordinating Board's formal grievance procedures are:

- 1. The local Coordinating Board's formal grievance procedures should state that all grievances filed must be written and contain the following:**

- The Name and Address of the complainant;
- A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner; and
- An explanation by the complainant of the improvements needed to address the complaint.

2. All local Coordinating Board's must make a written copy of their grievance procedures available known to anyone, upon request.
3. Local Coordinating Board's grievance procedures should make known to whom and where grievances are to be sent.
4. The local Coordinating Board's grievance procedures must specify a maximum amount of days (not to exceed 60) that the local Coordinating Board has to respond to Grievant.
5. The local Coordinating Board will render a response in writing providing explanation or recommendations regarding the grievance.
6. The local Coordinating Board grievance subcommittee must review all grievances and report accordingly to the full local Coordinating Board.
7. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.
8. If the local Coordinating Board receives a grievance pertaining to the operation of services under the Community Transportation Coordinator, that grievance should be passed on to the Community Transportation Coordinator for their response to be included in the local Coordinating Board's response.

B. The minimum guidelines for the Community Transportation Coordinator's formal grievance procedures regarding service and administrative complaints are:

1. The Community Transportation Coordinator's grievance procedures should state that all grievances filed must be written and contain the following:
 - The name and address of the complainant;
 - A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner;
 - An explanation of the relief desired by the complainant.
2. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must make a

written copy of their grievance procedures and rider policies available to anyone, upon request.

3. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.
4. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date of receipt and the date by which a decision will be made.
5. The Community Transportation Coordinator will render a decision in writing, giving the complainant an explanation of the facts that lead to the Community Transportation Coordinator's decision and provide a method or ways to bring about a resolution.
6. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.
7. The Board of Directors, Owners, or whoever is legally responsible must receive a copy of the grievance and response.

The desire to integrate the Community Transportation Coordinator and local Coordinating Board formal grievance process(es) is a local option. Any desire to involve the Commission for the Transportation Disadvantaged can be accomplished only after the local process is completed. The last step in every local process must be to refer the grievant to the Commission for the Transportation Disadvantaged Grievance Procedures. These procedures were established to address grievances that are brought to the Commission. To file a grievance with the Commission, the customer may begin the process by contacting the Commission through the TD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee Street, MS-49; Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. Upon request, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.

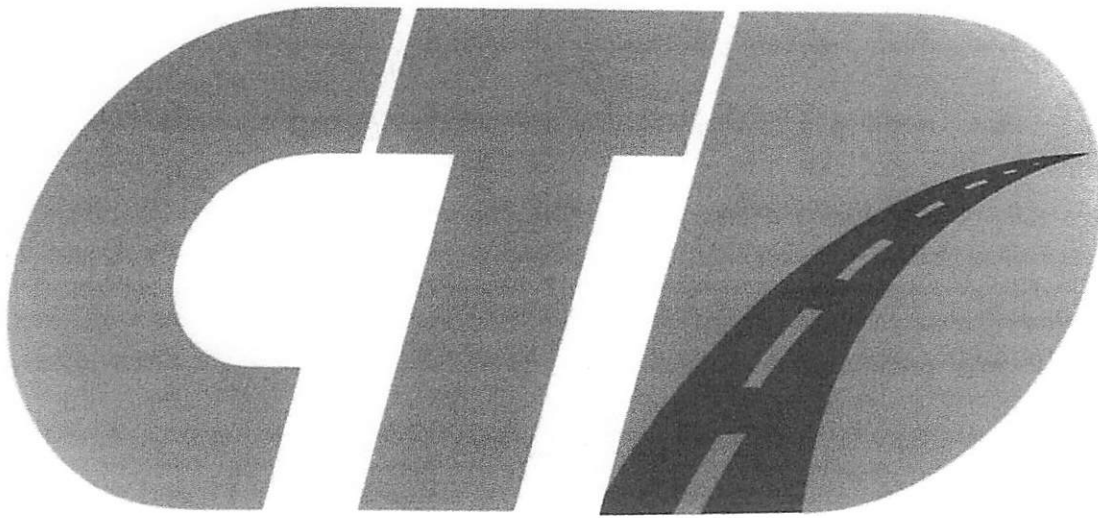
However, Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties

with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged ' may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

Medicaid complaints, appeals, and grievances will be addressed through the Medicaid Grievance System. All procedures must include a referral to Medicaid Fair Hearing, which are conducted through the Department of Children and Families.

Florida Commission for the



Transportation Disadvantaged

Grievance Procedures

Revised 05/26/2015

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
605 SUWANNEE STREET, MS-49
TALLAHASSEE, FL 32344



GRIEVANCE PROCEDURES

PURPOSE:

The intent of this procedure is to provide the Commission with guidelines to follow when grievances are presented to the Commission.

HISTORY/BACKGROUND:

The CTD program is centered on local involvement and control. All service complaints and grievances are encouraged to be addressed/resolved through local processes and appropriate channels. The Commission requires all local systems to have written procedures for addressing/resolving complaints and grievances. Complaints are defined by CTD as any documented customer concern involving timeliness, vehicle condition, quality of service, personnel behavior, and other operational policies. ***This does not pertain to issues concerning eligibility.*** Grievances are defined as unresolved complaints.

All issues which pertain to TD eligibility are referred to the local Appeals Process that is provided through the local Coordinating Board. Issues regarding ADA eligibility are referred to the appropriate Transit System and are not heard by the Commission. Individuals with ADA concerns may also be referred to the Americans with Disabilities Act toll-free information line, 800-514-0301 (voice), 800-514-0383 (TTY).

A complaint and grievance are required to have two processes which address how each will be addressed. Filing a complaint locally is always the first step. If the complaint is not resolved to the complaint's satisfaction, generally the next step in the local process would be to file a written grievance with the LCB. Once a grievance has been addressed by the LCB, then the Commission would consider hearing the grievance.

In some cases the local procedures will have a referral to the CTD's Ombudsman Program/TD Helpline as the last step in the complaint procedures. In these cases the Ombudsman Staff would attempt to assist the grievant; however, the grievance would not be heard by the CTD until the grievance had been addressed by the LCB.

It is due to this process, the Commission decided there needed to be procedures in place for addressing grievances that are brought to the Commission.



GRIEVANCE PROCEDURES

AUTHORITY:

Chapter 427.015(2), F.S. states "the recommendation or termination of any CTC shall be subject to approval by the CTD".

Chapter 427, F.S. does not expressly confer the power or authority for the CTD to hear and determine a grievance between two third parties. The CTD can listen to grievances and it can investigate them from a fact-finding perspective. It can not be the judge or arbiter of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within the system. Similarly, if the grievance showed that one of the parties within the CTD contracts was acting so aberrantly as to not be in compliance with its contract, the CTD could exercise whatever contractual rights it has to correct the problem.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

SCOPE:

These procedures are required to be used by parties who wish to file a grievance with Commission related to transportation disadvantaged services provided in the State of Florida.

REFERENCES:

The Commission requires each local transportation system to have established local complaint and grievance procedures. Local grievance procedures are included in each local Transportation Disadvantaged Service Plan. A copy of the local grievance procedures may be obtained by requesting them from the CTC, Official Planning Agency, or Commission. A copy of the Commission's Grievance Procedures may be obtained by requesting them from the Florida Commission for Transportation Disadvantaged, 605 Suwannee Street, MS 49, Tallahassee, FL 32399-0450.

FORMS:

There is no form required at this time. The grievance must be in a written format and include all the background information and specifics regarding the grievance.



GRIEVANCE PROCEDURES

PROCEDURES:

1. All grievances submitted to the CTD must have first been submitted to and responded to by the local complaint and grievance processes.
2. All grievances must be submitted to the CTD in writing. The customer may begin this process by contacting the Commission through the CTD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee St., MS-49; Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. Upon request of the customer, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.
3. An acknowledgement of having received the grievance will be sent out immediately by the CTD. The official response to the grievance by the CTD will be in writing within 30 days. Depending upon the factors involving resolving the grievance this deadline could be extended with notice to the grievant by the CTD.
4. All grievances submitted to the CTD will be forwarded to the Ombudsman Staff who will research the grievance and notify the CTD Executive Director and Ombudsman Committee Chair who will make recommendations on how the CTD will proceed.
5. The grievant and local representatives will be notified the Committee will be discussing the grievance at a certain time and place. If they so choose, they may attend the Ombudsman Committee meeting where they will be provided an opportunity to present information. CTD's legal counsel may be requested to attend. The Committee may conduct meetings/reviews at the local level or by conference call for the convenience of the consumer, as needed. The CTC, LCB Members, and others who are involved in the local transportation system may be requested to participate.
6. The decisions rendered by the Ombudsman Committee concerning a grievance will be reported to the Commission at the next scheduled meeting.
7. The Ombudsman Committee Chair may choose to bring the grievance directly to the Commission.
8. As a result of the grievance, Special Reviews, Operational Studies, and Legal Reviews may be conducted by the CTD, or authorized agents, in effort to address or resolve issues.
9. The customer also has the right to file a formal grievance with the Office of Administrative Appeals or other venues.

ATTACHMENT G

SECTION II SERVICE PLAN AND STANDARDS

A. OPERATIONS

The operations element is a profile of the Taylor County coordinated transportation system. This element is intended to provide basic information about the daily operations of Big Bend Transit and its contracted transportation operators.

1. TYPES, HOURS, AND DAYS OF SERVICE

Advance Reservation	Within Taylor-County	Curb to Curb Door to Door (on exception)	Ambulatory Wheelchair	24 Hour Advance Notice	Monday-Saturday 6:00 a.m. to 6:00 p.m.
Evacuation	Within Taylor County	Door to Door	Ambulatory Wheelchair	Service provided according to agreement.	Service provided according to agreement.
Fix Route	Within Perry city limits	Curb to Curb	Ambulatory Wheelchair	Daily (Perry Shuttle)	Monday through Friday

BARIATRIC TRANSPORTATION

Transportation Disadvantaged Program: Big Bend Transit is required to transport all "common wheelchairs. A common wheelchair is defined as a device which does not exceed 30 inches in width and 48 inches in length measured two inches above the ground and does not weigh more than 600 pounds when occupied. Wheelchairs that exceed these dimensions and weight may not be transported.

HOURS AND DAYS OF SERVICE

Transportation Disadvantaged Program: Monday through Saturday, 6:00 a.m. to 6:00 p.m. excluding holidays

HOLIDAYS

Transportation Disadvantaged Program sponsored service will not be provided on the following observed holidays.

Thanksgiving Day
Christmas Day
New Year's Day

Non-Emergency Transportation Program sponsored service except for urgent care service will not be provided on the following observed holidays:

Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday

Memorial Day
Independence Day
Labor Day

2. ACCESSING SERVICES

Office Hours

Big Bend Transit's office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

PHONE NUMBER

Transportation Disadvantaged Program: (850) 584-5566 or Florida Relay Service at 1-800-955-8711 for TDD access

ADVANCE NOTIFICATION TIME

Transportation Disadvantaged Program - Trip reservations must be placed by 2:00 p.m. the day before travel and no more than 14 days in advance of the day of travel. Trips are scheduled Monday through Friday from 8:00 a.m. to 5:00 p.m.

TRIP CANCELLATION PROCESS

Trip cancellations shall be made to Big Bend Transit a minimum of two (2) hours prior to the earliest pick-up time. A "no show" will be charged to passengers who do not cancel trips a minimum of two (2) hours prior to their pick-up time. Hours for cancelling service are Monday through Friday 6:00 a.m. to 6:00 p.m.

NO-SHOW POLICIES

Transportation Disadvantaged Program - Trips must be cancelled a minimum of two hours before the scheduled pick-up time. If trips are not cancelled at least two hours in advance, the passenger will be considered a no-show. Cancellations at the door will be considered no-shows. If an individual is charged with frequent no-shows, they may be temporarily suspended from service.

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 Community Transportation Coordinator. If a third infraction occurs within 60 days, the Community Transportation Coordinator 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.

TRANSPORTATION DISADVANTAGED PROGRAM ELIGIBILITY

Big Bend Transit will determine through an eligibility application process whether an individual is unable to transport themselves or purchase transportation. Individuals who do not have an operational vehicle in the household; the ability to operate a vehicle; or the ability to find transportation from other sources are considered eligible for Transportation Disadvantaged Program services. Individuals who are unable to purchase transportation will also be considered for Transportation Disadvantaged program eligibility. A copy of the Eligibility Status Application Form is included in Appendix B. Criteria which will be used to determine TD eligibility includes:

- Physical or mental disability of rider
- Income status
- Age
- Rider's ability to transport themselves
- Rider's ability to purchase transportation services

Transportation Disadvantaged Program sponsored services are provided on a first-come, first served basis. Service sponsored by the Transportation Disadvantaged Program may be denied if there are insufficient funds to provide that service.

TRANSPORTATION DISADVANTAGED TRIP PRIORITIES

Big Bend Transit in cooperation with the Coordinating Board has established the following trip priorities for the use of the Transportation Disadvantaged Trust Funds:

- Life Sustaining Medical Trips
- Employment Trips
- Essential Business Trips
- Education/Training Trips
- Nutrition/Meal site Trips
- Recreational/Social Trips

3. TRANSPORTATION OPERATORS AND COORDINATION CONTRACTORS

Big Bend Transit is a sole source provider.

4. PUBLIC TRANSIT UTILIZATION

Not applicable.

5. SCHOOL BUS UTILIZATION

Currently, there is no need to use school buses at this time. If Big Bend Transit determines a need to use school buses in the future, the Taylor County School Board will be contacted for assistance.

6. VEHICLE INVENTORY

Big Bend Transit's vehicle inventory is shown as Exhibit E-1.

7. SYSTEM SAFETY PROGRAM CERTIFICATION

Big Bend Transit's System Safety Program Plan Certification is shown as Exhibit E-2.

8. INTER-COUNTY SERVICES

Big Bend Transit provides regular scheduled and non-scheduled inter-county transportation services. Big Bend Transit participates when operationally and cost effective in inter-county service routes operated by adjacent Community Transportation Coordinators.

9. NATURAL DISASTER/EMERGENCY PREPAREDNESS

Upon request, and on a capacity available basis, Big Bend Transit enters into disaster/emergency transportation assistance agreements with residential facilities to provide ambulatory and non-ambulatory transportation services.

10. MARKETING

The availability of Big Bend Transit transportation services will continue to be promoted through general and specific distribution of informational materials at locations which concentrate eligible population activity.

11. ACCEPTABLE ALTERNATIVES

There have been no acceptable alternatives for the provision of transportation service identified in Taylor County.

12. SERVICE STANDARDS

The Community Transportation Coordinator and any transportation operator from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Florida Commission for the Transportation Disadvantaged approved standards. These standards include:

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.

Local Policy: Big Bend Transit shall comply with this standard.

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.

Local Policy: Children under age 12 will be required to be accompanied by an escort. Escorts must be provided by the passenger. Escorts must be able to provide the necessary assistance to the passenger. Escorts will be transported at the regular rate.

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 Transportation Disadvantaged Service Plan.

Local Policy: All passengers under the age of 4 and/or under 50 pounds will be required to use a child restraint device. This device will be provided by the passenger.

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.

Local Policy: Passengers shall be allowed to have two pieces of personal property which they can place in their lap. Passengers must be able to independently carry all items brought onto the vehicle.

LOCAL TOLL FREE 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 vehicle. The Transportation Disadvantaged Helpline phone number (1-800-983-2435) shall also be posted inside all vehicles of the coordinated system. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged 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. All rider information/materials (brochures, user's guides, etc.) Will include the Transportation Disadvantaged Helpline phone number.

Local Policy: Big Bend Transit shall comply with this standard.

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.

Local Policy: Inter-county services between Taylor and Leon Counties is available weekly. Other inter-county services are provided when available.

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.

Local Policy: All vehicles shall be cleaned (interior and exterior) on a regular schedule (daily).

BILLING REQUIREMENTS

Rule 41-2.006 (4) (I), F.A.C.: Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within seven (7) calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, in accordance with Section 287.0585, Florida Statutes.

Local Policy: Big Bend Transit shall comply with his standard.

PASSENGER/TRIP DATABASE

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

Local Policy: Big Bend Transit shall comply with this standard.

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.

Local Policy: Big Bend Transit shall comply with this standard.

DRIVER IDENTIFICATION

Rule 41-2.006 (4) (I), 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. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

Local Policy: Big Bend Transit shall comply with this standard.

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 vehicle door. In the door-through-door paratransit service category, the driver shall be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. 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.

Local Policy: Drivers are not permitted individually to assist persons in wheelchairs up or down more than one step, through grass or sand or an incline of more than 8.33% (1:12 slope).

SMOKING, EATING, AND DRINKING

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

Local Policy: The use of tobacco products on vehicles is prohibited. Eating and drinking on board the vehicle is also prohibited.

PASSENGER NO-SHOWS

Rule 41-2.006 (4) (o), F.A.C.: The Community Transportation Coordinator 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 Transportation Disadvantaged Service Plan.

Local Policy: Passenger no-shows are defined as trips not cancelled a minimum of two (2) hours prior to the scheduled pick-up time. Passengers shall be notified if they are considered a no-show.

TWO-WAY COMMUNICATIONS

Rule 41-2.006 (4) (p), F.A.C.: All vehicles 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.

Local Policy: All vehicles shall have two-way radios.

AIR CONDITIONING/HEATING

Rule 41-2.006 (4) (q), F.A.C.: All vehicles 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.

Local Policy: Big Bend Transit shall comply with this standard.

FIRST AID

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

Local Policy: All drivers shall be certified in First Aid.

CARDIOPULMONARY RESUSCITATION

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

Local Policy: All drivers shall be certified in cardiopulmonary resuscitation.

DRIVER CRIMINAL BACKGROUND SCREENING

Rule 41-2.006 (4) (t), F.A.C.: Driver background screening shall be determined locally, dependent up on purchasing agencies' requirements and provided in the local Transportation Disadvantaged Service Plan.

Local Policy: All drivers in the coordinated system shall meet Level 2 criminal background screening requirements in accordance with Chapter 435, Florida Statutes.

FIXED ROUTE TRANSIT UTILIZATION

Rule 41-2.006 (4) (u), F.A.C.: In areas where fixed route transportation is available, the Community Transportation Coordinator should jointly establish with the local Coordinating Board a percentage of total trips that will be placed on the fixed route system.

Local Policy: Big Bend Transit shall comply with this standard.

PICK-UP WINDOW

Rule 41-2.006 (4) (v), F.A.C.: The Community Transportation Coordinator should establish and address the passenger pick-up windows in the local Transportation Disadvantaged Service Plan. This policy should also be communicated to contracted operators, drivers, purchasing agencies and passengers.

Local Policy: There is a ninety (90) minute pick-up window in place for all intra-county trips based on the arrival time of the passenger. There is sixty (60) minute pick-up window in place for all intra-county trips based on the departure time of the passenger.

ON-TIME PERFORMANCE

Rule 41-2.006 (4) (w), F.A.C.: The Community Transportation Coordinator and local Coordinating Board should jointly establish and address the percentage of trips that will be on-time in the local Transportation Disadvantaged Service Plan. This performance measure should be communicated to contracted operators, drivers, purchasing agencies and passengers. This measure should also be included as part of the Community Transportation Coordinator's evaluation of its contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.

Local Policy: Big Bend Transit will have a 90 percent on-time performance rate for all completed trips. On-time performance will be measured by random sampling of trips.

ADVANCE RESERVATION REQUIREMENT

Rule 41-2.006 (4) (x), F.A.C.: The Community Transportation Coordinator should establish and address in the local Transportation Disadvantaged Service Plan a minimum 24 hour advanced notification time to obtain services. This policy should be communicated to contracted operators, purchasing agencies

Local Policy: There shall be a 24 hour notice requirement for all other trips scheduled within the coordinated system, except under special circumstances.

SAFETY

Rule 41-2.006 (4) (y), F.A.C.: The Community Transportation Coordinator and the local Coordinating Board should jointly establish and address in the local service plan a performance measure to evaluate the safety of the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.

Local Policy: There shall be no more than 1.2 chargeable accidents per 100,000 miles during the evaluation period.

RELIABILITY

Rule 41-2.006 (4) (z), F.A.C.: The Community Transportation Coordinator and the local Coordinating Board should jointly establish and address in the local service plan a performance measure to evaluate the reliability of the vehicles utilized in the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator

Local Policy: There should be no less than 10,000 miles between each road call.

PASSENGER CODE OF CONDUCT

For everyone's safety, drivers and riders of the system are expected to act in an appropriate manner at all times and abide by the policies of Big Bend Transit.

- Riders shall be ready to board the vehicle within 5 minutes of its arrival.
- Riders shall be prepared to share their ride with other passengers.
- No person may eat, drink or smoke on board any vehicle.
- No passenger may operate or tamper with any equipment on board any vehicle.
- Riders may not have radios, cassette tape players, CD players or other sound generating devices in operation while on board a vehicle, UNLESS it is connected to a headset.
- Disruptive behavior, which results in a distraction to the driver is deemed a safety hazard. Such behavior will not be tolerated and shall be grounds for suspension of transportation privileges.

VERBAL ABUSE

Verbal abuse by a rider against staff, drivers or other clients will not be tolerated. Verbal abuse includes but is not limited to use of profanity, obscene gestures, yelling or screaming. Riders who verbally abuse staff, drivers or other clients may be suspended from service.

PHYSICAL ABUSE

Physical abuse of either a rider to another rider or rider to a driver will not be tolerated. Physical abuse includes but is not limited to grabbing, hitting or touching. Such abuse shall be deemed as assault. In such cases, the local police shall be notified, and the rider shall be issued a notice of suspension from service.

SUBSTANCE ABUSE

No passenger who is under the influence of alcohol or illegal drugs will be transported. If a passenger is scheduled to be returned home and they are under the influence, they will be required to find alternative means of transportation. If a pattern of such behavior exists, a suspension of transportation privileges shall be invoked.

PENALTIES

The following penalties shall apply to service sponsored by Florida's Transportation Disadvantaged Program.

Verbal Abuse

First offense - written warning

Second offense - one week suspension of services Third offense - 30 day suspension of services Fourth offense - 90 day suspension of services Fifth offense - permanently removed from service.

Physical Abuse

First offense - Big Bend Transit will issue a written notice of suspension for 90 days by certified mail. The notice will advise the rider that Big Bend Transit intends to suspend his or her riding privileges and the reason for such action.

Second offense - 180 day suspension of services Third offense - permanently removed from service.

APPEALS

A rider has ten (10) calendar days from the date of issuance of suspension notice to request a reconsideration hearing on the suspension. If a reconsideration hearing is requested, the hearing will be held by the Gadsden County Transportation Disadvantaged Coordinating Board Grievance Committee if the suspension involves transportation provided under Florida's Transportation Disadvantaged Program. All requests for reconsideration must be in writing and delivered to:

Big Bend Transit, Inc.
P.O Box 1721
Tallahassee, Florida 32302

The written request must include the name and address of the person who is requesting the hearing and a statement as to why his or her riding privileges should not be suspended. If the request is not received within ten (10) calendar days from the issue date of the suspension, then the suspension becomes effective ten (10) calendar days from the date of issue. Upon receipt of letter requesting the reconsideration hearing, a hearing shall be held within 10 working days. Gadsden County Board of Commissioners staff will advise the person requesting the reconsideration hearing by return correspondence of the date, time and location of the hearing.

The person will be given the opportunity to present the reasons why they believe the suspension should not take place. The Gadsden County Transportation Disadvantaged Coordinating Board Grievance Committee will make a recommendation whether or not to uphold the suspension. A written statement of the recommendation shall be forwarded to the person requesting the hearing within two (2) working days after the hearing by the Grievance Committee. A written statement of the decision whether or not to uphold the suspension shall be forwarded by certified mail within two (2) working days by Big Bend Transit to the person requesting the hearing.

15. COMPLAINTS

It is the goal of the Community Transportation Coordinator (Big Bend Transit-BBT) as well as the Local Coordinating Board to provide the best transportation services possible. Resolving and addressing complaints immediately is a priority. The Big Bend Transit and TD Helpline contact numbers are posted in a visible location in all CTC transport vehicles. Big Bend Transit has a formal complaint form which is provided to any rider or their representatives when so requested. The complaint form incorporates all elements of the CTC's Uniform Service Reporting Guidebook. If the passenger complaint cannot be resolved by the CTC in compliance with TD and local standards, the Grievance Procedures included in Appendix C will be followed. A copy of the Big Bend Transit Complaint Form is also included in Appendix C.

B. COST REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION

The CTC is required to prepare Rate Model Worksheets annually. The Rate Model Worksheet is approved by the Local Coordinating Board (LCB) and the Transportation Disadvantaged (TD) Commission. In addition to the Rate Model Worksheets, the CTC prepares an Annual Operations Report which again reflects rates and expenditures and this is also approved by the LCB and the TD Commission. The current Rate Model Worksheets are shown in Appendix H and the Annual Operations Report is shown in Appendix G.

The operations element is a profile of the Taylor County coordinated transportation system. This element is intended to provide basic information about the daily operations of Big Bend Transit and its contracted transportation operators.

ATTACHMENT H



CTC Organization

County: Taylor

Fiscal Year: 7/1/2020 - 6/30/2021

CTC Status: Complete


CTD Status: Complete

Date Initiated: 9/17/2021

CTC Organization Name: Big Bend Transit, Inc.
Address: Post Office Box 1721
City: Tallahassee
State: FL
Zip Code: 32302
Organization Type: Private Non Profit
Network Type: Sole Source
Operating Environment: Rural
Transportation Operators: No
Number of Transportation Operators: 0
Coordination Contractors: No
Number of Coordination Contractors: 0
Provide Out of County Trips: No
Local Coordinating Board (LCB) Chairperson: Pam Feagle
CTC Contact: Shawn Mitchell
CTC Contact Title: General Manager
CTC Contact Email: smitchell@bigbendtransit.org
Phone: (850) 574-6266

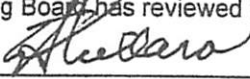
CTC Certification

I, Shawn Mitchell, as the authorized Community Transportation Coordinator (CTC) Representative, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accordance with the accompanying instructions.

CTC Representative (signature): 

LCB Certification

I, Edward Cullaro, as the Local Coordinating Board Vice-Chairperson, hereby, certify in accordance with Rule 41-2.007(6), F.A.C. that the Local Coordinating Board has reviewed this report and the Planning Agency has received a copy.

LCB Chairperson (signature): 



CTC Trips

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Service Type - One Way						
Fixed Route/Fixed Schedule						
Daily Pass Trips	0	N/A	0	0	N/A	0
Weekly Pass Trips	0	N/A	0	0	N/A	0
Monthly Pass Trips	0	N/A	0	0	N/A	0
Deviated Fixed Route Service	3,007	N/A	3,007	4,562	N/A	4,562
Complementary ADA Service	0	N/A	0	0	N/A	0
Paratransit						
Ambulatory	6,446	0	6,446	7,210	0	7,210
Non-Ambulatory	1,265	0	1,265	1,770	0	1,770
Stretcher	0	0	0	0	0	0
Transportation Network Companies	0	N/A	0	0	N/A	0
Taxi	0	N/A	0	0	N/A	0
School Board (School Bus)	0	N/A	0	0	N/A	0
Volunteers	0	N/A	0	0	N/A	0
Total - Service Type	10,718	0	10,718	13,542	0	13,542
Contracted Transportation Operator						
How many of the total trips were provided by Contracted Transportation Operators? (If the CTC provides transportation services, do not include the CTC)	0	N/A	0	0	N/A	0
Total - Contracted Transportation Operator Trips	0	0	0	0	0	0
Revenue Source - One Way						
Agency for Health Care Administration (AHCA)	394	0	394	1,505	0	1,505
Agency for Persons with Disabilities (APD)	577	0	577	1,122	0	1,122
Comm for the Transportation Disadvantaged (CTD)	6,461	N/A	6,461	6,015	N/A	6,015
Dept of Economic Opportunity (DEO)	0	0	0	0	0	0
Dept of Children and Families (DCF)	0	0	0	0	0	0
Dept of Education (DOE)	0	0	0	0	0	0
Dept of Elder Affairs (DOEA)	0	0	0	0	0	0
Dept of Health (DOH)	4	0	4	0	0	0
Dept of Juvenile Justice (DJJ)	0	0	0	0	0	0
Dept of Transportation (DOT)	0	0	0	0	0	0
Local Government	3,013	0	3,013	4,589	0	4,589
Local Non-Government	269	0	269	311	0	311
Other Federal & State Programs	0	0	0	0	0	0
Total - Revenue Source	10,718	0	10,718	13,542	0	13,542



CTC Trips (cont'd)

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Passenger Type - One Way						
Older Adults	2,635	0	2,635	4,033	0	4,033
Children At Risk	105	0	105	133	0	133
Persons With Disabilities	2,823	0	2,823	2,822	0	2,822
Low Income	3,982	0	3,982	5,494	0	5,494
Other	1,173	0	1,173	1,060	0	1,060
Total - Passenger Type	10,718	0	10,718	13,542	0	13,542
Trip Purpose - One Way						
Medical	2,891	0	2,891	4,034	0	4,034
Employment	2,341	0	2,341	2,680	0	2,680
Education/Training/Daycare	2,008	0	2,008	4,071	0	4,071
Nutritional	1,551	0	1,551	1,671	0	1,671
Life-Sustaining/Other	1,927	0	1,927	1,086	0	1,086
Total - Trip Purpose	10,718	0	10,718	13,542	0	13,542
Unduplicated Passenger Head Count (UDPHC)						
UDPHC	457	0	457	705	0	705
Total - UDPHC	457	0	457	705	0	705
Unmet & No Shows						
Unmet Trip Requests	1	N/A	1	0	N/A	0
No Shows	85	N/A	85	201	N/A	201
Customer Feedback						
Complaints	0	N/A	0	0	N/A	0
Commendations	4	N/A	4	0	N/A	0



CTC Vehicles & Drivers

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Vehicle Miles						
Deviated Fixed Route Miles	35,969	N/A	35,969	36,193	N/A	36,193
Complementary ADA Service Miles	0	N/A	0	0	N/A	0
Paratransit Miles	125,302	0	125,302	191,827	0	191,827
Transportation Network Companies (TNC) Miles	0	N/A	0	0	N/A	0
Taxi Miles	0	N/A	0	0	N/A	0
School Board (School Bus) Miles	0	N/A	0	0	N/A	0
Volunteers Miles	0	N/A	0	0	N/A	0
Total - Vehicle Miles	161,271	0	161,271	228,020	0	228,020
Roadcalls & Accidents						
Roadcalls	1	0	1	2	0	2
Chargeable Accidents	0	0	0	0	0	0
Vehicle Inventory						
Total Number of Vehicles	10	0	10	7	0	7
Number of Wheelchair Accessible Vehicles	10	0	10	7	0	7
Drivers						
Number of Full Time & Part Time Drivers	5	0	5	6	0	6
Number of Volunteer Drivers	0	0	0	0	0	0



CTC Revenue Sources

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021

CTD Status: Under Review

Revenue Sources	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Agency for Health Care Administration (AHCA)	\$ 36,086	\$ 0	\$ 36,086	\$ 132,450	\$ 0	\$ 132,450
Agency for Persons with Disabilities (APD)	\$ 5,510	\$ 0	\$ 5,510	\$ 10,715	\$ 0	\$ 10,715
Dept of Economic Opportunity (DEO)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Children and Families (DCF)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Education (DOE)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Elder Affairs (DOEA)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Health (DOH)	\$ 226	\$ 0	\$ 226	\$ 0	\$ 0	\$ 0
Dept of Juvenile Justice (DJJ)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Commission for the Transportation Disadvantaged (CTD)						
Non-Sponsored Trip Program	\$ 312,374	N/A	\$ 312,374	\$ 298,936	N/A	\$ 298,936
Non-Sponsored Capital Equipment	\$ 83,877	N/A	\$ 83,877	\$ 0	N/A	\$ 0
Rural Capital Equipment	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
TD Other	\$ 0	N/A	\$ 0	\$ 19,886	N/A	\$ 19,886
Department of Transportation (DOT)						
49 USC 5307	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
49 USC 5310	\$ 136,533	\$ 0	\$ 136,533	\$ 0	\$ 0	\$ 0
49 USC 5311	\$ 329,914	\$ 0	\$ 329,914	\$ 254,026	\$ 0	\$ 254,026
49 USC 5311 (f)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Block Grant	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Service Development	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Commuter Assistance Program	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other DOT	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Local Government						
School Board (School Bus)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
County Cash	\$ 46,410	\$ 0	\$ 46,410	\$ 47,040	\$ 0	\$ 47,040
County In-Kind	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City Cash	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City In-Kind	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other Cash	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other In-Kind	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Local Non-Government						
Farebox	\$ 15,230	\$ 0	\$ 15,230	\$ 15,813	\$ 0	\$ 15,813
Donations/Contributions	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
In-Kind Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other Non-Government	\$ 1,404	\$ 0	\$ 1,404	\$ 2,444	\$ 0	\$ 2,444
Other Federal & State Programs						
Other Federal Programs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other State Programs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total - Revenue Sources	\$ 967,564	\$ 0	\$ 967,564	\$ 781,310	\$ 0	\$ 781,310



CTC Expense Sources

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Expense Sources						
Labor	\$ 284,855	\$ 0	\$ 284,855	\$ 297,075	\$ 0	\$ 297,075
Fringe Benefits	\$ 119,218	\$ 0	\$ 119,218	\$ 123,586	\$ 0	\$ 123,586
Services	\$ 40,188	\$ 0	\$ 40,188	\$ 45,401	\$ 0	\$ 45,401
Materials & Supplies Consumed	\$ 70,855	\$ 0	\$ 70,855	\$ 75,735	\$ 0	\$ 75,735
Utilities	\$ 9,191	\$ 0	\$ 9,191	\$ 12,272	\$ 0	\$ 12,272
Casualty & Liability	\$ 56,109	\$ 0	\$ 56,109	\$ 57,345	\$ 0	\$ 57,345
Taxes	\$ 278	\$ 0	\$ 278	\$ 20	\$ 0	\$ 20
Miscellaneous	\$ 11,055	\$ 0	\$ 11,055	\$ 10,597	\$ 0	\$ 10,597
Interest	\$ 1,455	\$ 0	\$ 1,455	\$ 0	\$ 0	\$ 0
Leases & Rentals	\$ 12,057	\$ 0	\$ 12,057	\$ 14,828	\$ 0	\$ 14,828
Capital Purchases	\$ 239,690	\$ 0	\$ 239,690	\$ 0	\$ 0	\$ 0
Contributed Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Allocated Indirect Expenses	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Purchased Transportation Services						
Bus Pass	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
School Board (School Bus)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Transportation Network Companies (TNC)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Taxi	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Contracted Operator	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Total - Expense Sources	\$ 844,951	\$ 0	\$ 844,951	\$ 636,859	\$ 0	\$ 636,859

County: Taylor
 CTC: Big Bend Transit, Inc.
 Contact: Shawn Mitchell
 Post Office Box 1721
 Tallahassee, FL 32302
 850-574-6266

Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	0
Unduplicated Head Count	457



Trips By Type of Service	2019	2020	2021	Vehicle Data	2019	2020	2021
Fixed Route (FR)	0	0	0	Vehicle Miles	193,576	228,020	161,271
Deviated FR	5,752	4,562	3,007	Roadcalls	7	2	1
Complementary ADA	0	0	0	Accidents	0	0	0
Paratransit	11,096	8,980	7,711	Vehicles	8	7	10
TNC	0	0	0	Drivers	6	6	5
Taxi	0	0	0				
School Board (School Bus)	0	0	0				
Volunteers	0	0	0				
TOTAL TRIPS	16,848	13,542	10,718				

Passenger Trips By Trip Purpose	2019	2020	2021
Medical	4,926	4,034	2,891
Employment	3,281	2,680	2,341
Ed/Train/DayCare	5,211	4,071	2,008
Nutritional	1,913	1,671	1,551
Life-Sustaining/Other	1,517	1,086	1,927
TOTAL TRIPS	16,848	13,542	10,718

Passenger Trips By Revenue Source	2019	2020	2021
CTD	6,735	6,015	6,461
AHCA	2,046	1,505	394
APD	1,712	1,122	577
DOEA	0	0	0
DOE	0	0	0
Other	6,355	4,900	3,286
TOTAL TRIPS	16,848	13,542	10,718

Trips by Provider Type	2019	2020	2021
CTC	16,848	13,542	10,718
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
TOTAL TRIPS	16,848	13,542	10,718

Financial and General Data	2019	2020	2021
Expenses	\$698,544	\$636,859	\$844,951
Revenues	\$636,684	\$781,310	\$967,564
Commendations	4	0	4
Complaints	0	0	0
Passenger No-Shows	308	201	85
Unmet Trip Requests	0	0	1

Performance Measures	2019	2020	2021
Accidents per 100,000 Miles	0	0	0
Miles between Roadcalls	27,654	114,010	161,271
Avg. Trips per Passenger	19.32	19.21	23.45
Cost per Trip	\$41.46	\$47.03	\$78.83
Cost per Paratransit Trip	\$41.46	\$47.03	\$78.83
Cost per Total Mile	\$3.61	\$2.79	\$5.24
Cost per Paratransit Mile	\$3.61	\$2.79	\$5.24

ATTACHMENT I

County: **Taylor**
 CTC: Big Bend Transit, Inc.
 Contact: Shawn Mitchell
 Post Office Box 1721
 Tallahassee, FL 32302
 850-574-6266

Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	21,600
Unduplicated Head Count	457



Trips By Type of Service	2019	2020	2021	Vehicle Data	2019	2020	2021
Fixed Route (FR)	0	0	0	Vehicle Miles	193,576	228,020	161,271
Deviated FR	5,752	4,562	3,007	Roadcalls	7	2	1
Complementary ADA	0	0	0	Accidents	0	0	0
Paratransit	11,096	8,980	7,713	Vehicles	8	7	10
TNC	0	0	0	Drivers	6	6	5
Taxi	0	0	0				
School Board (School Bus)	0	0	0				
Volunteers	0	0	0				
TOTAL TRIPS	16,848	13,542	10,720				

Passenger Trips By Trip Purpose	2019	2020	2021
Medical	4,926	4,034	2,891
Employment	3,281	2,680	2,341
Ed/Train/DayCare	5,211	4,071	2,008
Nutritional	1,913	1,671	1,551
Life-Sustaining/Other	1,517	1,086	1,929
TOTAL TRIPS	16,848	13,542	10,720

Passenger Trips By Revenue Source	2019	2020	2021
CTD	6,735	6,015	7,447
AHCA	2,046	1,505	394
APD	1,712	1,122	577
DOEA	0	0	0
DOE	0	0	0
Other	6,355	4,900	2,302
TOTAL TRIPS	16,848	13,542	10,720

Trips by Provider Type	2019	2020	2021
CTC	16,848	13,542	10,720
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
TOTAL TRIPS	16,848	13,542	10,720

Financial and General Data	2019	2020	2021
Expenses	\$698,544	\$636,859	\$844,951
Revenues	\$636,684	\$781,310	\$967,627
Commendations	4	0	4
Complaints	0	0	0
Passenger No-Shows	308	201	85
Unmet Trip Requests	0	0	1

Performance Measures	2019	2020	2021
Accidents per 100,000 Miles	0	0	0
Miles between Roadcalls	27,654	114,010	161,271
Avg. Trips per Passenger	19.32	19.21	23.46
Cost per Trip	\$41.46	\$47.03	\$78.82
Cost per Paratransit Trip	\$41.46	\$47.03	\$78.82
Cost per Total Mile	\$3.61	\$2.79	\$5.24
Cost per Paratransit Mile	\$3.61	\$2.79	\$5.24

FY20/21 Trips By Purpose

County	Medical			Employment			Education, Training, Daycare		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	6,492	22,052	28,544	2,130	0	2,130	944	8,221	9,165
Leon	17,870	0	17,870	23,161	0	23,161	21,751	0	21,751
Levy	7,122	0	7,122	57	0	57	11,129	0	11,129
Liberty	3,933	0	3,933	411	0	411	71	0	71
Madison	3,012	0	3,012	2,988	0	2,988	1,386	0	1,386
Manatee	25,834	2	25,836	10,095	396	10,491	7,207	7,436	14,643
Marion	58,220	0	58,220	1,572	45	1,617	2,536	4,631	7,167
Martin	9,471	441	9,912	787	200	987	505	39,401	39,906
Miami-Dade	0	91,081	91,081	0	1,326	1,326	0	133,706	133,706
Monroe	1,868	7,493	9,361	55	1,493	1,548	248	13,375	13,623
Nassau	15,395	0	15,395	5,838	0	5,838	2,443	0	2,443
Okaloosa	18,476	0	18,476	17,987	0	17,987	868	0	868
Okeechobee	7,467	0	7,467	519	0	519	0	0	0
Orange	145,310	8,659	153,969	71,893	0	71,893	13,106	48,905	62,011
Osceola	38,417	305	38,722	17,856	0	17,856	2,715	18,526	21,241
Palm Beach	96,004	0	96,004	314,121	0	314,121	183,077	0	183,077
Pasco	26,447	4,249	30,696	1,385	2,428	3,813	1,992	38,085	40,077
Pinellas	129,252	9,018	138,270	37,330	2,219	39,549	82,729	8,083	90,812
Polk	59,766	2,433	62,199	4,318	897	5,215	29,066	12,774	41,840
Putnam	9,880	0	9,880	18,031	0	18,031	17,861	0	17,861
Saint Johns	19,195	0	19,195	3,488	0	3,488	193	0	193
Saint Lucie	35,867	3,771	39,638	9,287	3,215	12,502	5,561	18,628	24,189
Santa Rosa	8,550	0	8,550	6,671	0	6,671	213	0	213
Sarasota	47,675	1,875	49,550	23,101	0	23,101	34,355	15,167	49,522
Seminole	39,599	6,103	45,702	21,541	0	21,541	4,904	3,641	8,545
Sumter	5,050	0	5,050	4,212	0	4,212	21,446	0	21,446
Suwannee	4,213	0	4,213	710	0	710	1,256	5,229	6,485
Taylor	2,891	0	2,891	2,341	0	2,341	2,008	0	2,008
Union	2,850	0	2,850	0	0	0	0	0	0
Volusia	87,988	609	88,597	39,931	0	39,931	49,189	618	49,807
Wakulla	5,399	0	5,399	1,010	0	1,010	64	0	64
Walton	6,983	0	6,983	5,748	0	5,748	4,532	0	4,532
Washington	5,768	0	5,768	1,976	0	1,976	33	0	33
TOTAL	1,582,740	303,488	1,886,228	1,118,373	42,108	1,160,481	783,819	674,295	1,458,114

FY20/21 Trips By Purpose

County	Nutritional			Life-Sustaining Other			System Total		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	892	1,991	2,883	7,094	1,422	8,516	17,552	33,686	51,238
Leon	1,063	0	1,063	19,401	0	19,401	83,246	0	83,246
Levy	2	0	2	1,447	0	1,447	19,757	0	19,757
Liberty	416	0	416	2,649	0	2,649	7,480	0	7,480
Madison	541	0	541	929	0	929	8,856	0	8,856
Manatee	3,612	1	3,613	11,606	12,046	23,652	58,354	19,881	78,235
Marion	12,879	0	12,879	2,972	0	2,972	78,179	4,676	82,855
Martin	273	0	273	5,907	0	5,907	16,943	40,042	56,985
Miami-Dade	0	7,966	7,966	135,439	76,593	212,032	135,439	310,672	446,111
Monroe	0	68	68	4,707	4,993	9,700	6,878	27,422	34,300
Nassau	1,708	0	1,708	5,231	0	5,231	30,615	0	30,615
Okaloosa	2,156	0	2,156	1,722	0	1,722	41,209	0	41,209
Okeechobee	209	0	209	295	0	295	8,490	0	8,490
Orange	98	7,074	7,172	213,890	15,707	229,597	444,297	80,345	524,642
Osceola	11	390	401	64,703	128	64,831	123,702	19,349	143,051
Palm Beach	30,515	0	30,515	277,346	0	277,346	901,063	0	901,063
Pasco	9,721	2,125	11,846	15,866	6,981	22,847	55,411	53,868	109,279
Pinellas	25,327	2,782	28,109	142,570	6,318	148,888	417,208	28,420	445,628
Polk	2,085	3,065	5,150	216,565	8,093	224,658	311,800	27,262	339,062
Putnam	2	0	2	4,564	0	4,564	50,338	0	50,338
Saint Johns	703	0	703	90,085	0	90,085	113,664	0	113,664
Saint Lucie	0	1,636	1,636	22,267	8,512	30,779	72,982	35,762	108,744
Santa Rosa	22	0	22	1,030	0	1,030	16,486	0	16,486
Sarasota	17,966	104	18,070	1,489	5	1,494	124,586	17,151	141,737
Seminole	23	22,690	22,713	77,040	2,226	79,266	143,107	34,660	177,767
Sumter	1,086	0	1,086	5,003	0	5,003	36,797	0	36,797
Suwannee	3	0	3	1,708	0	1,708	7,890	5,229	13,119
Taylor	1,551	0	1,551	1,929	0	1,929	10,720	0	10,720
Union	0	0	0	30	0	30	2,880	0	2,880
Volusia	2,282	24	2,306	22,262	3,923	26,185	201,652	5,174	206,826
Wakulla	3,389	0	3,389	886	0	886	10,748	0	10,748
Walton	7	0	7	4,731	0	4,731	22,001	0	22,001
Washington	206	0	206	4,115	0	4,115	12,098	0	12,098
TOTAL	295,058	85,335	380,393	1,924,233	266,280	2,190,513	5,704,223	1,371,506	7,075,729

FY20/21 Trips By Passenger Type

County	Older Adults			Children At Risk			Persons With Disabilities		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	0	14,465	14,465	0	0	0	17,548	10,819	28,367
Leon	29,132	0	29,132	1,233	0	1,233	40,113	0	40,113
Levy	5,056	0	5,056	14	0	14	2,329	0	2,329
Liberty	3,102	0	3,102	3	0	3	0	0	0
Madison	3,708	0	3,708	0	0	0	1,456	0	1,456
Manatee	537	9	546	0	0	0	39,207	8,434	47,641
Marion	5,824	0	5,824	63	0	63	67,039	4,676	71,715
Martin	14,401	5,544	19,945	0	0	0	2,439	34,498	36,937
Miami-Dade	0	78,109	78,109	0	6,246	6,246	0	153,495	153,495
Monroe	1,446	9,989	11,435	4,421	207	4,628	192	16,409	16,601
Nassau	16,363	0	16,363	40	0	40	4,355	0	4,355
Okaloosa	16,990	0	16,990	430	0	430	10,536	0	10,536
Okeechobee	835	0	835	126	0	126	7,499	0	7,499
Orange	156,553	13,464	170,017	5,971	6	5,977	104,985	66,573	171,558
Osceola	39,820	597	40,417	1,243	0	1,243	24,300	18,234	42,534
Palm Beach	275,786	0	275,786	0	0	0	255,692	0	255,692
Pasco	30,134	7,769	37,903	773	325	1,098	2,320	35,087	37,407
Pinellas	55,855	71	55,926	738	0	738	321,252	22,208	343,460
Polk	28,771	2,050	30,821	22,438	0	22,438	80,691	22,170	102,861
Putnam	0	0	0	0	0	0	17,568	0	17,568
Saint Johns	25,081	0	25,081	0	0	0	3,406	0	3,406
Saint Lucie	44,639	7,149	51,788	0	1,420	1,420	20,642	26,139	46,781
Santa Rosa	11,763	0	11,763	0	0	0	2,303	0	2,303
Sarasota	0	0	0	0	0	0	124,586	16,927	141,513
Seminole	45,519	25,440	70,959	1,749	0	1,749	31,648	9,220	40,868
Sumter	10,615	0	10,615	12,481	0	12,481	6,121	0	6,121
Suwannee	2,129	0	2,129	0	0	0	1,933	5,229	7,162
Taylor	2,635	0	2,635	105	0	105	2,823	0	2,823
Union	0	0	0	36	0	36	1,113	0	1,113
Volusia	125,024	437	125,461	0	0	0	76,628	4,737	81,365
Wakulla	3,368	0	3,368	0	0	0	1,167	0	1,167
Walton	15,405	0	15,405	4,304	0	4,304	2,081	0	2,081
Washington	5,601	0	5,601	180	0	180	5,997	0	5,997
TOTAL	1,579,781	204,348	1,784,129	120,165	24,817	144,982	2,011,969	999,653	3,011,622

FY20/21 Trips by Passenger Type

County	Low Income			Other			System Total		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	4	8,402	8,406	0	0	0	17,552	33,686	51,238
Leon	6,889	0	6,889	5,879	0	5,879	83,246	0	83,246
Levy	1,844	0	1,844	10,514	0	10,514	19,757	0	19,757
Liberty	1,141	0	1,141	3,234	0	3,234	7,480	0	7,480
Madison	1,211	0	1,211	2,481	0	2,481	8,856	0	8,856
Manatee	11,131	11,292	22,423	7,479	146	7,625	58,354	19,881	78,235
Marion	5,214	0	5,214	39	0	39	78,179	4,676	82,855
Martin	103	0	103	0	0	0	16,943	40,042	56,985
Miami-Dade	135,439	26,482	161,921	0	46,340	46,340	135,439	310,672	446,111
Monroe	819	817	1,636	0	0	0	6,878	27,422	34,300
Nassau	3,300	0	3,300	6,557	0	6,557	30,615	0	30,615
Okaloosa	13,253	0	13,253	0	0	0	41,209	0	41,209
Okeechobee	28	0	28	2	0	2	8,490	0	8,490
Orange	0	302	302	176,788	0	176,788	444,297	80,345	524,642
Osceola	0	0	0	58,339	518	58,857	123,702	19,349	143,051
Palm Beach	366,784	0	366,784	2,801	0	2,801	901,063	0	901,063
Pasco	18,518	3,946	22,464	3,666	6,741	10,407	55,411	53,868	109,279
Pinellas	39,363	6,045	45,408	0	96	96	417,208	28,420	445,628
Polk	107,751	2,050	109,801	72,149	992	73,141	311,800	27,262	339,062
Putnam	32,770	0	32,770	0	0	0	50,338	0	50,338
Saint Johns	784	0	784	84,393	0	84,393	113,664	0	113,664
Saint Lucie	7,701	1,054	8,755	0	0	0	72,982	35,762	108,744
Santa Rosa	2,420	0	2,420	0	0	0	16,486	0	16,486
Sarasota	0	223	223	0	1	1	124,586	17,151	141,737
Seminole	0	0	0	64,191	0	64,191	143,107	34,660	177,767
Sumter	5,446	0	5,446	2,134	0	2,134	36,797	0	36,797
Suwannee	0	0	0	3,828	0	3,828	7,890	5,229	13,119
Taylor	3,982	0	3,982	1,175	0	1,175	10,720	0	10,720
Union	1,731	0	1,731	0	0	0	2,880	0	2,880
Volusia	0	0	0	0	0	0	201,652	5,174	206,826
Wakulla	57	0	57	6,156	0	6,156	10,748	0	10,748
Walton	211	0	211	0	0	0	22,001	0	22,001
Washington	320	0	320	0	0	0	12,098	0	12,098
TOTAL	1,305,968	68,208	1,374,176	686,340	74,480	760,820	5,704,223	1,371,506	7,075,729

FY20/21 Trips By Revenue Source

County	AHCA			APD			CTD			DEO		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	0	320	320	0	2,031	2,031	17,552	0	17,552	0	0	0
Leon	0	0	0	2,374	0	2,374	20,958	0	20,958	0	0	0
Levy	2	0	2	2,329	0	2,329	6,039	0	6,039	0	0	0
Liberty	4,159	0	4,159	0	0	0	3,097	0	3,097	0	0	0
Madison	421	0	421	1,406	0	1,406	5,978	0	5,978	0	0	0
Manatee	0	0	0	6,266	11,640	17,906	11,345	0	11,345	0	0	0
Marion	0	0	0	18,516	4,561	23,077	23,716	0	23,716	0	0	0
Martin	0	0	0	0	24,230	24,230	16,943	0	16,943	0	0	0
Miami-Dade	0	4,824	4,824	0	17,501	17,501	135,438	0	135,438	0	0	0
Monroe	0	9,817	9,817	0	0	0	6,053	0	6,053	0	0	0
Nassau	0	0	0	0	0	0	22,104	0	22,104	0	0	0
Okaloosa	4,046	0	4,046	0	0	0	34,250	0	34,250	0	0	0
Okeechobee	0	0	0	0	0	0	2,159	0	2,159	0	0	0
Orange	0	35	35	0	53,263	53,263	104,652	0	104,652	0	0	0
Osceola	0	0	0	0	17,593	17,593	29,584	0	29,584	0	292	292
Palm Beach	0	0	0	0	0	0	70,865	0	70,865	0	0	0
Pasco	0	0	0	0	30,660	30,660	35,944	0	35,944	0	0	0
Pinellas	0	252	252	49,740	7,792	57,532	52,792	0	52,792	0	0	0
Polk	0	738	738	0	10,176	10,176	106,374	0	106,374	0	0	0
Putnam	0	0	0	17,861	0	17,861	14,708	0	14,708	0	0	0
Saint Johns	0	0	0	0	0	0	24,473	0	24,473	0	0	0
Saint Lucie	0	200	200	0	22,377	22,377	47,174	0	47,174	0	0	0
Santa Rosa	0	0	0	2,078	0	2,078	14,386	0	14,386	0	0	0
Sarasota	0	11,837	11,837	0	0	0	28,353	0	28,353	0	0	0
Seminole	0	66	66	0	3,640	3,640	30,430	0	30,430	0	0	0
Sumter	0	0	0	0	0	0	20,545	0	20,545	0	0	0
Suwannee	0	0	0	889	5,229	6,118	4,980	0	4,980	0	0	0
Taylor	394	0	394	577	0	577	7,447	0	7,447	0	0	0
Union	1,557	0	1,557	0	0	0	1,163	0	1,163	0	0	0
Volusia	0	0	0	336	0	336	21,957	0	21,957	0	0	0
Wakulla	939	0	939	0	0	0	6,248	0	6,248	0	0	0
Walton	0	0	0	970	0	970	16,060	0	16,060	0	0	0
Washington	0	0	0	2,484	0	2,484	9,559	0	9,559	0	0	0
TOTAL	44,343	90,347	134,690	140,789	423,666	564,455	1,577,234	0	1,577,234	0	1,250	1,250

FY20/21 Trips By Revenue Source

County	DCF			DOE			DOEA			DOH		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	0	0	0	0	0	0	0	0	0	0	0	0
Leon	0	0	0	0	0	0	0	0	0	0	0	0
Levy	0	0	0	0	0	0	0	0	0	0	0	0
Liberty	0	0	0	0	0	0	205	0	205	0	0	0
Madison	0	0	0	0	0	0	0	0	0	2	0	2
Manatee	0	0	0	0	0	0	537	0	537	0	0	0
Marion	0	0	0	0	0	0	0	0	0	0	0	0
Martin	0	0	0	0	0	0	0	0	0	0	0	0
Miami-Dade	0	6,345	6,345	0	1,883	1,883	0	6,690	6,690	0	0	0
Monroe	0	3,383	3,383	0	0	0	0	0	0	0	0	0
Nassau	0	0	0	0	0	0	1,228	0	1,228	0	0	0
Okaloosa	0	0	0	8	0	8	1,629	0	1,629	0	0	0
Okeechobee	0	0	0	0	0	0	0	0	0	0	0	0
Orange	0	0	0	0	0	0	0	5,631	5,631	0	0	0
Osceola	0	0	0	0	0	0	0	264	264	0	0	0
Palm Beach	0	0	0	0	0	0	0	0	0	0	0	0
Pasco	0	0	0	0	0	0	15,290	0	15,290	0	0	0
Pinellas	0	7,877	7,877	1,108	0	1,108	35,502	0	35,502	0	1,727	1,727
Polk	14,348	122	14,470	10,822	0	10,822	29,221	0	29,221	10,505	0	10,505
Putnam	0	0	0	0	0	0	0	0	0	0	0	0
Saint Johns	0	0	0	0	0	0	0	0	0	0	0	0
Saint Lucie	0	1,420	1,420	0	0	0	0	829	829	0	2	2
Santa Rosa	0	0	0	0	0	0	0	0	0	0	0	0
Sarasota	0	0	0	0	0	0	0	0	0	0	0	0
Seminole	0	0	0	0	0	0	0	19,447	19,447	0	0	0
Sumter	0	0	0	0	0	0	0	0	0	0	0	0
Suwannee	0	0	0	0	0	0	0	0	0	6	0	6
Taylor	0	0	0	0	0	0	0	0	0	4	0	4
Union	0	0	0	0	0	0	0	0	0	0	0	0
Volusia	0	0	0	9,055	0	9,055	0	0	0	0	0	0
Wakulla	0	0	0	184	0	184	0	0	0	0	0	0
Walton	0	0	0	0	0	0	506	0	506	0	0	0
Washington	0	0	0	0	0	0	0	0	0	2	0	2
TOTAL	14,348	29,304	43,652	35,434	12,398	47,832	109,127	42,254	151,381	10,549	1,729	12,278

FY20/21 Trips By Revenue Source

County	DJJ			FDOT			Local Government		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	0	0	0	0	28,247	28,247	0	2,889	2,889
Leon	0	0	0	4,397	0	4,397	47,529	0	47,529
Levy	0	0	0	11,385	0	11,385	1	0	1
Liberty	0	0	0	0	0	0	19	0	19
Madison	0	0	0	0	0	0	776	0	776
Manatee	0	0	0	1	1,849	1,850	40,204	0	40,204
Marion	0	0	0	21,737	55	21,792	13,807	0	13,807
Martin	0	0	0	0	0	0	0	0	0
Miami-Dade	0	0	0	0	20,317	20,317	1	15,772	15,773
Monroe	0	0	0	0	0	0	757	13,714	14,471
Nassau	0	0	0	5,848	0	5,848	1,435	0	1,435
Okaloosa	0	0	0	0	0	0	70	0	70
Okeechobee	0	0	0	6,331	0	6,331	0	0	0
Orange	0	0	0	0	11,382	11,382	22,835	1,423	24,258
Osceola	0	0	0	0	305	305	15,363	1	15,364
Palm Beach	0	0	0	0	0	0	736,951	0	736,951
Pasco	0	0	0	1,546	20,942	22,488	932	0	932
Pinellas	0	0	0	40,704	221	40,925	197,451	6,120	203,571
Polk	36,360	0	36,360	3,842	4,168	8,010	32,810	25	32,835
Putnam	0	0	0	17,766	0	17,766	1	0	1
Saint Johns	0	0	0	86,532	0	86,532	69	0	69
Saint Lucie	0	0	0	18,383	1,534	19,917	7,425	3,025	10,450
Santa Rosa	0	0	0	0	0	0	7	0	7
Sarasota	0	0	0	47,285	0	47,285	48,372	0	48,372
Seminole	0	0	0	0	5,166	5,166	12,256	174	12,430
Sumter	0	0	0	2,134	0	2,134	2,283	0	2,283
Suwannee	0	0	0	385	0	385	1	0	1
Taylor	0	0	0	0	0	0	2,029	0	2,029
Union	0	0	0	160	0	160	0	0	0
Volusia	0	0	0	167,030	0	167,030	2,196	0	2,196
Wakulla	0	0	0	0	0	0	3,377	0	3,377
Walton	0	0	0	2	0	2	6	0	6
Washington	0	0	0	1	0	1	8	0	8
TOTAL	36,430	0	36,430	764,247	216,690	980,937	2,104,420	112,861	2,217,281

FY20/21 Trips By Revenue Source

County	Local Non Government			Other Fed/State Programs			Total by Revenue Source		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	0	197	197	0	2	2	17,552	33,686	51,238
Leon	7,988	0	7,988	0	0	0	83,246	0	83,246
Levy	1	0	1	0	0	0	19,757	0	19,757
Liberty	0	0	0	0	0	0	7,480	0	7,480
Madison	273	0	273	0	0	0	8,856	0	8,856
Manatee	1	6,392	6,393	0	0	0	58,354	19,881	78,235
Marion	403	60	463	0	0	0	78,179	4,676	82,855
Martin	0	15,812	15,812	0	0	0	16,943	40,042	56,985
Miami-Dade	0	188,721	188,721	0	48,619	48,619	135,439	310,672	446,111
Monroe	68	508	576	0	0	0	6,878	27,422	34,300
Nassau	0	0	0	0	0	0	30,615	0	30,615
Okaloosa	7	0	7	1,199	0	1,199	41,209	0	41,209
Okeechobee	0	0	0	0	0	0	8,490	0	8,490
Orange	129,202	6,583	135,785	187,608	2,028	189,636	444,297	80,345	524,642
Osceola	35,462	893	36,355	43,293	1	43,294	123,702	19,349	143,051
Palm Beach	0	0	0	93,247	0	93,247	901,063	0	901,063
Pasco	1,699	2,266	3,965	0	0	0	55,411	53,868	109,279
Pinellas	33,965	1,320	35,285	5,946	3,111	9,057	417,208	28,420	445,628
Polk	67,518	10,528	78,046	0	1,505	1,505	311,800	27,262	339,062
Putnam	1	0	1	1	0	1	50,338	0	50,338
Saint Johns	2,590	0	2,590	0	0	0	113,664	0	113,664
Saint Lucie	0	6,294	6,294	0	81	81	72,982	35,762	108,744
Santa Rosa	5	0	5	10	0	10	16,486	0	16,486
Sarasota	132	4,761	4,893	444	553	997	124,586	17,151	141,737
Seminole	43,934	4,161	48,095	56,487	2,006	58,493	143,107	34,660	177,767
Sumter	11,835	0	11,835	0	0	0	36,797	0	36,797
Suwannee	1,627	0	1,627	2	0	2	7,890	5,229	13,119
Taylor	269	0	269	0	0	0	10,720	0	10,720
Union	0	0	0	0	0	0	2,880	0	2,880
Volusia	1,078	5,174	6,252	0	0	0	201,652	5,174	206,826
Wakulla	0	0	0	0	0	0	10,748	0	10,748
Walton	129	0	129	4,328	0	4,328	22,001	0	22,001
Washington	7	0	7	37	0	37	12,098	0	12,098
TOTAL	444,620	363,775	808,395	422,682	77,232	499,914	5,704,223	1,371,506	7,075,729

FY20/21 Summary of Vehicle Information

County	CTC/Operator Miles								CC Paratransit Miles	System Total Miles
	Deviated Fixed Route	ADA	Paratransit	TNC	Taxi	School Board (School Bus)	Volunteers	Total		
Lee	0	0	204,017	0	0	0	0	204,017	373,134	577,151
Leon	42,835	512,247	212,289	0	65,827	0	0	833,198	0	833,198
Levy	0	0	281,162	0	0	0	0	281,162	0	281,162
Liberty	0	0	167,020	0	0	0	0	167,020	0	167,020
Madison	8,016	0	165,145	0	0	0	0	173,161	0	173,161
Manatee	0	352,857	568,437	0	0	0	0	921,294	138,137	1,059,431
Marion	39,915	120,141	844,566	0	0	0	0	1,004,622	62,361	1,066,983
Martin	0	0	142,581	0	0	0	0	142,581	181,963	324,544
Miami-	1	0	0	0	0	0	0	1	1,485,925	1,485,926
Monroe	0	0	154,214	0	0	0	0	154,214	185,615	339,829
Nassau	120,758	0	259,973	0	0	0	0	380,731	0	380,731
Okaloosa	1,484	0	503,716	0	0	0	0	505,200	0	505,200
Okeechobe	0	0	80,008	0	0	0	0	80,008	0	80,008
Orange	245,322	1,672,814	761,434	2,989	22,984	0	0	2,705,543	479,907	3,185,450
Osceola	122,634	469,033	209,455	525	328	0	0	801,975	101,253	903,228
Palm Beach	0	7,996,471	1,192,789	0	0	0	0	9,189,260	0	9,189,260
Pasco	0	14,492	312,924	0	0	0	0	327,416	278,191	605,607
Pinellas	0	0	912,513	96,192	56,168	0	0	1,064,873	243,881	1,308,754
Polk	61,962	423,098	169,977	0	0	0	0	655,037	164,059	819,096
Putnam	351,675	0	117,225	0	0	0	12,900	481,800	0	481,800
Saint Johns	551,517	0	344,753	0	0	0	0	896,270	0	896,270
Saint Lucie	0	0	498,465	0	0	0	0	498,465	280,232	778,697
Santa Rosa	0	0	176,848	0	0	0	0	176,848	0	176,848
Sarasota	0	1,213,059	1,410,606	0	0	0	0	2,623,665	64,831	2,688,496
Seminole	93,789	491,041	171,913	812	3,232	0	0	760,787	140,467	901,254
Sumter	17,866	0	347,451	0	0	0	0	365,317	0	365,317
Suwannee	0	0	67,610	0	0	0	0	67,610	3,987	71,597
Taylor	35,969	0	125,302	0	0	0	0	161,271	0	161,271
Union	0	0	79,720	0	0	0	0	79,720	0	79,720
Volusia	0	0	1,326,993	0	0	0	0	1,326,993	33,003	1,359,996
Wakulla	0	0	211,535	0	0	0	0	211,535	0	211,535
Walton	57,819	0	227,818	0	0	0	0	285,637	0	285,637
Washingto	0	0	178,013	0	0	0	0	178,013	0	178,013
TOTAL	2,293,86	24,491,18	23,519,325	100,518	163,316	8,775	12,900	50,589,8	8,637,967	59,227,85

FY20/21 Summary of Vehicle Information

County	Roadcalls			Accidents			Wheelchair Accessible Vehicles			Number of Vehicles		
	CTC/Op	CC	Total	CTC/Op	CC	Total	CTC/Op	CC	Total	CTC/Op	CC	Total
Lee	0	3	3	10	0	10	55	3,195	3,250	55	78	133
Leon	73	0	73	1	0	1	58	0	58	123	0	123
Levy	10	0	10	0	0	0	16	0	16	17	0	17
Liberty	2	0	2	0	0	0	8	0	8	17	0	17
Madison	8	0	8	0	0	0	8	0	8	8	0	8
Manatee	33	0	33	8	1	9	39	25	64	39	35	74
Marion	8	0	8	2	0	2	50	5	55	50	19	69
Martin	4	1	5	0	0	0	32	8	40	75	26	101
Miami-Dade	0	43	43	0	11	11	0	169	169	0	385	385
Monroe	7	5	12	0	3	3	3	23	26	20	40	60
Nassau	0	0	0	0	0	0	25	0	25	25	0	25
Okaloosa	0	0	0	0	0	0	30	0	30	32	0	32
Okeechobee	4	0	4	1	0	1	4	0	4	4	0	4
Orange	104	46	150	37	2	39	107	34	141	107	120	227
Osceola	9	2	11	10	1	11	29	12	41	29	18	47
Palm Beach	1,044	0	1,044	95	0	95	302	0	302	331	0	331
Pasco	0	2	2	5	0	5	16	2	18	16	32	48
Pinellas	225	9	234	28	1	29	112	24	136	229	87	316
Polk	62	1	63	5	0	5	85	16	101	85	45	130
Putnam	6	0	6	0	0	0	20	0	20	26	0	26
Saint Johns	7	0	7	1	0	1	38	0	38	39	0	39
Saint Lucie	96	1	97	11	1	12	54	48	102	54	85	139
Santa Rosa	0	0	0	0	0	0	9	0	9	12	0	12
Sarasota	42	0	42	17	0	17	53	16	69	53	17	70
Seminole	7	15	22	1	0	1	36	10	46	36	27	63
Sumter	0	0	0	0	0	0	21	0	21	21	0	21
Suwannee	0	0	0	0	0	0	3	0	3	4	7	11
Taylor	1	0	1	0	0	0	10	0	10	10	0	10
Union	0	0	0	0	0	0	6	0	6	7	0	7
Volusia	73	2	75	8	0	8	73	19	92	74	42	116
Wakulla	0	0	0	0	0	0	9	0	9	11	0	11
Walton	1	0	1	2	0	2	13	0	13	20	0	20
Washington	1	0	1	0	0	0	9	0	9	13	0	13
TOTAL	2,203	422	2,625	311	70	381	2,400	3,898	6,298	2,904	1,790	4,694

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Agreement for the upcoming FY 2022-2023 grant cycle.

MEETING DATE REQUESTED:

June 21, 2022

Statement of Issue: Board to approve the Transportation Disadvantaged Planning Grant Agreement for FY 2022-2023.

Recommended Action: Approve the Planning Grant Agreement

Budgeted Expense: The County is eligible to receive \$20,433 to be used for the planning and oversight of the local transportation disadvantaged program. No match is required. This grant funds a portion of the Grants Department salaries, benefits, office supplies, and equipment.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$20,433. This grant has been used for several years to fund a portion of Grants staff salaries, benefits, supplies, and equipment. This grant can be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

Attachments: Planning Grant Agreement

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202911401
SAMAS Obj	751000	Function	615	CSFA No.	55.002
Org. Code	55120000952	Contract No	G2981	Vendor No.	59-6000879

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the initial funds necessary for the completion of the project.

2.30 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant.

3.00 Total Project Cost: The total estimated cost of the Project is \$ 20,433.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation in the Project in the amount of \$ 20,433.00 as detailed in Exhibit "B".

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the grant agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Deliverables: The Grantee shall provide sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.
 - b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the

Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

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

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDinvoice@dot.state.fl.us, its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit "A" hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2023.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any

grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records:

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

850/410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Contracts of the Grantee:

9.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

9.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

9.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

10.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

10.30 Prohibited Interests:

10.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

10.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

10.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

10.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

10.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

10.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

10.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

10.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the

same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

11.00 Miscellaneous Provisions:

11.10 Environmental Pollution: Not applicable.

11.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

11.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

11.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

11.50 Bonus and Commissions: By execution of the Grant, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

11.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

13.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

14.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2023. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2023.

15.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

17.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (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 forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee 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 Commission.

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

18.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

19.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**GRANTEE: TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

FM/JOB No(s). 43202911401

CONTRACT NO. G2981

AGREEMENT DATE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

I. PROJECT LOCATION: Taylor County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. Specific required tasks are as follows:

TASK 1:

Weighted value = 17%

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A:

Weighted value = 15%

When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:

Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:

Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:

LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3:**Weighted value = 40%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings.

TASK 4:**Weighted value = 4%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda, minutes of related workshop, and a copy of the public notice of the workshop. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:**Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page.

TASK 6:**Weighted value = 4%**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7:**Weighted value = 4%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: CTC Organization and Certification Page of AOR signed by CTC representative and LCB Chair.

TASK 8:**Weighted value = 4%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TASK 9:**Weighted value = 4%**

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10:**Weighted value = 4%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s).	43202911401
CONTRACT NO.	G2981
AGREEMENT	
DATE	

EXHIBIT "B"

PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$20,433.00 for related planning services in Taylor County(ies)

Task 1	17%	\$3,473.61
Task 2	15%	\$3,064.95
Task 3	40%	\$8,173.20
Task 4	4%	\$817.32
Task 5	4%	\$817.32
Task 6	4%	\$817.32
Task 7	4%	\$817.32
Task 8	4%	\$817.32
Task 9	4%	\$817.32
Task 10	4%	\$817.32
TOTAL:		\$20,433.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$20,433.00</u>
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Total Project Cost	<u>\$20,433.00</u>
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III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 22/23												

FM/JOB No(s).	43202911401
CONTRACT NO.	G2981
AGREEMENT DATE	

EXHIBIT "C"

PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

Florida Commission for the Transportation Disadvantaged
FLCTDInvoice@dot.state.fl.us

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in Section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

FM/JOB No(s). 43202911401

CONTRACT NO. G2981

AGREEMENT DATE

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Commission for the Transportation Disadvantaged/Florida

Agency: Department of Transportation

State Project COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

Title: (CTD)

PLANNING GRANT PROGRAM

CSFA Number: 55.002

***Award Amount:** \$20,433.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at:

<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.002 are provided at:

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:

<https://apps.fldfs.com/fsaa/compliance.aspx>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve, execute, and record the Notice Of Site Dedication And Limitation Of Use required for the financial assistance received from Florida Department of Environmental Protection (FDEP) - Florida Recreation Development Assistance Program (FRDAP) for improvements at Taylor County Sports Complex- FRDAP Project Number A1014.

MEETING DATE REQUESTED:

June 21, 2022

Statement of Issue:

Board to approve, execute, and record the Notice Of Site Dedication And Limitation Of Use for funding assistance received for improvements to Taylor County Sports Complex (Project Number A1014). The Notice Of Site Dedication is required to close out the current open grant for the recent improvements made at the Sports Complex. The County is not eligible to apply for another grant until the current grant is closed out.

Recommended Action:

Approve, execute, and record the Notice Of Site Dedication And Limitation Of Use

Fiscal Impact:

The County will be requesting reimbursement in the amount of \$199,997 on the open grant. The maximum allowable reimbursement amount was \$200,000. The County is not eligible to apply for another FRDAP grant until the open grant is closed out. No match was required from the County on this project. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) waiver.

Budgeted Expense: Y/N

This grant was included in the 2021-2022 budget.

Submitted By:

Melody Cox. Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County was awarded a grant for improvements at Taylor County Sports Complex in the amount of \$200,000. The improvements included installation of batting cages, playground shade covering, repaving of trail in areas which were in disrepair, security lighting, installation of a picnic table on concrete pad near the paved walking trail,

native landscaping, and adult outdoor fitness equipment. The County had until February 28, 2023 to complete the project per the terms of the grant agreement but completed the project as quickly as possible to be eligible to submit an application for the 2022-2023 FRDAP funding cycle. This was the fifth FRDAP grant the County has been awarded for the Sports Complex.

Attachments:

**Notice Of Site Dedication And Limitation Of Use.
Standard Grant Agreement**

This instrument was prepared by: Jami Evans

NOTICE OF SITE DEDICATION AND LIMITATION OF USE

(fee simple ownership by grantee)

Taylor County Board of County Commissioners, whose mailing address is 201 E. Green St. Perry, FL 32347

Name of Grantee as Shown on Grant Agreement

Grantee Mailing Address

("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistance Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.059(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-5.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

WITNESSES:

Taylor County Board of County Commissioners (SEAL)

Name of Grantee as Shown on Grant Agreement

Original Signature

By: _____

Original Signature

Thomas Demps

Printed Name of Witness

Printed Name

Chairman

Original Signature

Printed Title

Printed Name of Witness

STATE OF Florida

COUNTY OF Taylor

The foregoing instrument was acknowledged before me on June 21, 2022, by Thomas Demps, as Chairman, for and on behalf of Taylor County Board of County Commissioners. He/She is personally known to me or who has produced _____ as identification.

(SEAL)

Signature of Notary Public, State of Florida

ATTACHMENT A

THAT PART OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (S 1/2 OF S 1/2 OF NE 1/4) OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 7 EAST, LYING WEST OF U.S. HIGHWAY 19 NORTH, AND BEING IN TAYLOR COUNTY, FLORIDA.

AND

THAT PART OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (S 1/2 OF S 1/2 OF NE 1/4) OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 7 EAST, LYING WEST OF U.S. HIGHWAY 19 NORTH, AND BEING IN TAYLOR COUNTY, FLORIDA

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Taylor County Sports Complex Phase 6 Agreement Number: A1014

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Taylor County Entity Type: A Local Government
Grantee Address: 201 E. Green Street, Perry, FL 32347 FEID: 59-6000879 (Grantee)

3. Agreement Begin Date: upon execution Date of Expiration: June 30, 2023

4. Project Number: A21014 Project Location(s): 1685 N US 19, Perry, FL 32347
(If different from Agreement Number)
Project Description: New security lighting and landscaping with native vegetation. Renovate playground, baseball fields, exercise trail, picnic facility, adult outdoor fitness station.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$200,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item No. 1728, GAA, FY2020-2021	\$200,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$200,000.00

6. Department's Grant Manager Name: La'Shae Grice or successor
Address: 3900 Commonwealth Blvd
MS# 585
Tallahassee, FL 32399
Phone: 850-245-2501
Email: lashae.grice@floridadep.gov

Grantee's Grant Manager Name: Ms. Melody Cox or successor
Address: 201 E. Green Street
Perry, FL 32347
Phone: 850-371-0377
Email: melody.cox@taylorcountygov.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.ildfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Taylor County

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

Callie DeHaven

DeHaven

Date: 2020.10.08
09:34:49 -04'00'

By

DeHaven

Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. **Acceptance Process.** All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. **Rejection of Deliverables.** The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. **Withholding Payment.** In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. **Corrective Action Plan.** If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. **Travel.** All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. **Direct Purchase Equipment.** For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. **Rental/Lease of Equipment.** Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. **Miscellaneous/Other Expenses.** If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. **Land Acquisition.** Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
10. **Status Reports.**
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. 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.

iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

2. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

iii. Administrative. The Commission shall notify the applicant of the results of its investigation and of the reasons for its decision. The Commission shall also notify the applicant of the results of its investigation and of the reasons for its decision. The Commission shall also notify the applicant of the results of its investigation and of the reasons for its decision.

[illegible]

1. The Board has the honor to acknowledge the receipt of your letter of the 11th inst. in relation to the above-captioned matter. The Board has the honor to acknowledge the receipt of your letter of the 11th inst. in relation to the above-captioned matter. The Board has the honor to acknowledge the receipt of your letter of the 11th inst. in relation to the above-captioned matter.

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United States regarding the results of its investigation of the activities of the American Friends of the Soviet Union (AFSU) in the United States. The Commission is deeply concerned that the AFSU may be engaged in activities which are contrary to the interests of the United States and its people.

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A1014

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Taylor County Sports Complex Phase 6. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Taylor County Sports Complex Phase 6
Grantee Name: Taylor County
FRDAP Project # A21014

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1685 N US 19, Perry, FL 32347 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(b), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2023.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$0 - REDI WAIVER
Total Estimated Project Cost:	\$200,000.00
Match Ratio:	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. <u>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</u>	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: New security lighting and landscaping with native vegetation. Renovate playground, baseball fields, exercise trail, picnic facility, adult outdoor fitness station. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2023, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a single payment request on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

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

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1728 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2020-2021	37.017	Florida Recreation Development Assistance Program	\$ 200,000.00	140002

Total Award \$ 200,000.00

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of all executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue a "Notice to Commence."

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection
Exhibit A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

☐
☐
☐January through April:
May through August:
September through December:Due May 5th
Due September 5th
Due January 5thLIAISON: _____
Signature_____
Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

ATTACHMENT C - TAYLOR COUNTY SPORTS COMPLEX



Legend

- ☐ Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF DRAFT LETTER OF SUPPORT AS REQUESTED BY THE CITY OF PERRY.



MEETING DATE REQUESTED:

JUNE 21, 2022

Statement of Issue:

TO PROVIDE LETTER OF SUPPORT FOR GRANT APPLICATION.

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:

Options:

APPROVE/ NOT APPROVE

Attachments:

DRAFT LETTER



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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

June 21, 2022

Please accept this letter of support for the City of Perry grant application for infrastructure improvements. This grant would provide funding for a Gas Modernization Project that would not only replace leak prone pipe but should also improve the safety and efficiency of the natural gas system.

The project is expected to provide long term economic and environmental benefits to the City of Perry. These benefits would include lower cost energy for County institutions, citizens of Taylor County and also would offer a lower cost energy source for business and industry not only now and in the future.

The Taylor County Board of County Commissioners supports the grant application for a Gas Modernization Project for the City of Perry.

Sincerely,

Thomas Demps
Chairperson

LaWanda Pemberton

From: pstaffney@cityofperry.net
Sent: Wednesday, May 25, 2022 11:53 AM
To: LaWanda Pemberton; 'Taylor County Development Authority'; 'Dawn Taylor'
Subject: City needs letter of support

We are seeking a grant for infrastructure improvements. 'Gas Modernization Project' that will replace leak prone pipe and improve the safety and efficiency of the natural gas system. The project is expected to provide long term economic and environmental benefits to the City of Perry. Some aspects for your letter of support may include low cost energy for your institutions, our citizens, and offers a low cost energy source for business and industry now and prospects for the future.

No emergency on getting this back but next few weeks should be fine, have a great weekend

Penny Staffney
Finance Director, City of Perry
850-584-7161 x115

**TAYLOR COUNTY
SOLID WASTE SERVICES ASSESSMENT PROJECT
CRITICAL EVENTS SCHEDULE
FISCAL YEAR 2022-23**

(Commission Meetings – 1st Monday @ 6:00 p.m. and 3rd Tuesday @ 9:00 a.m.)

Project Manager: **Sandi Neubarth**

Event	Date
County Commission Workshop (if necessary)	May 2022
GSG provides Draft Assessment Report to NGN and County for Review and Comment	June – July 2022
NGN and County provide comments to GSG on Draft Assessment Reports	June – July 2022
GSG provides Final Assessment Report to County	July 2022
NGN provides draft Ordinance to GSG and County for Review	June 27, 2022
GSG and County comment on draft Ordinance	July 1, 2022
County Advertises Public Hearing on Ordinance	By July 8, 2022
Agenda Deadline for Ordinance	July 8, 2022
County Adopts Ordinance	July 19, 2022
NGN provides draft Amended and Restated Initial Assessment Resolution to GSG and County for Review	July 11, 2022
GSG and County comment on draft Amended and Restated Initial Assessment Resolution	July 15, 2022
Agenda Deadline for Amended and Restated Initial Assessment Resolution	July 22, 2022
County Adopts Amended and Restated Initial Assessment Resolution	August 1, 2022
GSG transmits Published Notice Reminder Letters to County	August 2, 2022
First Class Notices Mailed by GSG	August 16, 2022
County publishes Notice of Public Hearing to adopt Amended and Restated Final Assessment Resolution	By August 16, 2022
NGN provides Amended and Restated Final Assessment Resolution to GSG and County for Review	August 17, 2022
GSG and County comment on Amended and Restated Final Assessment Resolution	August 23, 2022
Agenda Deadline for Amended and Restated Final Assessment Resolution	August 26, 2022
Public Hearing to adopt Amended and Restated Final Assessment Resolution	September 6, 2022
County certifies Assessment Roll to County Tax Collector	By September 15, 2022

cc: LaWanda Pemberton, County Administrator (lpemberton@taylorcountygov.com);

Bishop Law Firm (lawbishop@fairpoint.net)

Heather Encinosa, Evan Rosenthal, Shane Black

TAYLOR COUNTY, FLORIDA

**SOLID WASTE SERVICE
ASSESSMENT ORDINANCE**

ADOPTED _____, 2022

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ORDINANCE NO. 2022-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA; RELATING TO THE COLLECTION OF SOLID WASTE IN TAYLOR COUNTY, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT SOLID WASTE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON RESIDENTIAL PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A SOLID WASTE SERVICE ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING PROCEDURES FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS; PROVIDING FOR CODIFICATION; REPEALING CHAPTER 66, ARTICLE III OF THE TAYLOR COUNTY CODE OF ORDINANCES CONCERNING THE TAYLOR COUNTY SOLID WASTE SERVICES UNIT (MSBU) IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Section 2.08 hereof, establishing the rate at which a Solid Waste Service Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which a Solid Waste Service Assessment is imposed or reimposed.

"Assessment Roll" means the special assessment roll relating to a Solid Waste Service Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"Biohazardous Waste" means any Solid Waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a Building.

"Board" means the Board of County Commissioners of Taylor County, Florida.

"Bulk Trash" means any non-vegetative large items of various types which cannot be cut for placement in a garbage container. Bulk Trash shall not include White Goods, automobiles and automotive components, internal combustion engines or Construction Debris. Bulk Trash shall include carpeting of any diameter if folded, tied and rolled or bundled and cut in lengths of six (6) feet or less.

"Certificate of Occupancy" means the written certification issued by the County that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"County" means Taylor County, Florida.

"County Administrator" means the chief administrative officer of the County, designated by the Board to be responsible for coordinating Solid Waste Service Assessments, or such person's designee.

"Commercial Collection Service" means the collection and transportation of Solid Waste from Commercial Property by the County or its Franchisee to a Solid Waste disposal facility.

"Commercial Property" means all Improved Property other than Residential Property.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or

demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Dwelling Unit" means a Building, or a portion thereof, which is located upon Residential Property and lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family unit only.

"Final Assessment Resolution" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Solid Waste Service Assessments.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the County.

"Franchisee" means an entity granted a franchise by the County to collect, transport and dispose of Solid Waste within the County.

"Garbage" means every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

"Government Property" means Residential Property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Improved Property" means all property within the incorporated area of the County on which a Building or other improvements have been placed or constructed, which improvements result in such property generating Solid Waste or being capable of generating Solid Waste.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Solid Waste Cost for which an assessment is to be made and for the imposition of a Solid Waste Service Assessment.

"Ordinance" means this Solid Waste Service Assessment Ordinance, as amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Residential Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Solid Waste Service Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Taylor County Property Appraiser.

"Prohibited Waste" means any Hazardous Waste, Biohazardous Waste, or Special Waste.

"Recovered Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:

- (a) newspapers, including the normal percentage of rotogravure and colored sections, but not including phone books, magazines, and any paper other than newspaper;
- (b) aluminum beverage cans, commingled with ferrous food containers;
- (c) high density polyethylene plastics ("HDPE") commingled with polyethylene terephthalate plastics ("PET");
- (d) clear glass;
- (e) brown glass; and
- (f) green glass.

Recovered Materials shall not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

"Residential Property" means all Improved Property included on the Assessment Roll that receive a special benefit from the delivery of the Solid Waste and Recovered

Materials collection and disposal services, facilities, and programs identified in the Initial Assessment Resolution or a subsequent Preliminary Rate Resolution and contains less than five Dwelling Units or Improved Property that is used as a mobile home or recreational vehicle park and does not receive Commercial Collection Service.

Commented [EH1]: Where is the line between SF and MF?

"Solid Waste" includes Garbage, Yard Trash, Bulk Trash, White Goods, or other discarded material resulting from normal housekeeping activities, and shall exclude Prohibited Waste.

Commented [EH2]: Need to verify all the various solid waste definitions included here to conform to Taylor's practices.

"Solid Waste Service Assessment" means a special assessment lawfully imposed by the County against Residential Property to fund all or any portion of the cost of the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Residential Property.

"Solid Waste Cost" means the amount necessary to fund the County's collection and disposal of Solid Waste and the recycling activities of Recovered Materials that are allocable to Residential Property during a Fiscal Year and shall include, but not be limited to: (A) the cost, whether direct or indirect, of all services, facilities, and programs provided by the County, or through contractual arrangements with the County relating to Solid Waste and Recovered Materials collection and disposal activities; (B) the cost of any indemnity or surety bonds and premiums for insurance; (C) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (D) the cost of computer services, data processing, and communications; (E) the cost of training, travel and per diem; (F) the recovery of unpaid or delinquent fees or charges advanced

by the County and due for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels; (G) the cost of engineering, financial, legal or other professional services; (H) all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Service Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (I) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, facilities, and programs funded by the Solid Waste Service Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Board; (J) a reasonable amount for contingency and anticipated delinquencies and uncollectible Solid Waste Service Assessments; and (K) reimbursement to the County or any other Person for any monies advanced for any costs incurred by the County or such Person in connection with any of the foregoing items of Solid Waste Cost.

"Special Waste" means Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Biohazardous Wastes and shall include items that exceed any size limitations for Yard Trash and Bulk Trash.

"Tax Collector" means the Taylor County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

"Yard Trash" means vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four feet in length and four inches in diameter.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 1, Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) In addition to its powers of self-government, the Board is authorized by section 125.01(1)(q), Florida Statutes, to impose Solid Waste Service Assessments in all or a portion of the unincorporated area and within municipal areas through the creation

of a municipal service benefit unit. The creation of a municipal service benefit unit which consists of any property situated within an incorporated area requires the consent of the affected municipality pursuant to section 125.01(1)(q), Florida Statutes. Additionally, the Board derives authority to impose Solid Waste Service Assessments within a municipal service benefit unit from the home rule power of counties in Article VIII, section 1(f), Florida Constitution, section 125.01, Florida Statutes, and specifically section 125.01(1)(r), Florida Statutes.

(C) This Ordinance authorizes the imposition of Solid Waste Service Assessments through a municipal service benefit unit hereafter created in an Initial Assessment Resolution or Preliminary Rate Resolution adopted pursuant to this Ordinance. Additionally and alternatively, this Ordinance authorizes the imposition of a Solid Waste Service Assessment throughout a geographic area designated by the Board in an Initial Assessment Resolution or a Preliminary Rate Resolution, without requiring the creation of a new, or the use of an existing, municipal service benefit unit. This Ordinance authorizes the Board to designate all or a portion of the unincorporated area and municipal areas with such municipality's consent as a part of the municipal service benefit unit.

(D) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of annual Solid Waste Service Assessments under the general home rule powers of a county to impose special assessments; (2) authorize a procedure for the funding of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs providing special benefits to property within the County; and (3) legislatively determine the special benefit provided to Residential Property from the

provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs by the County.

(E) Pursuant to section 403.706(1), Florida Statutes, the County has the general responsibility and authority to provide for the collection and transport of Solid Waste generated within the County to appropriate Solid Waste disposal facilities.

(F) The existence of any Building or other improvement on Improved Property results in such property generating Solid Waste or being capable of generating Solid Waste.

(G) Whether imposed throughout the entire County or a portion thereof, the imposition of a recurring annual Solid Waste Service Assessment is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Solid Waste and Recovered Materials collection and disposal services, facilities, and program costs experienced by the County among the parcels of Residential Property within the area assessed.

(H) The use of the uniform method of collection authorized by the Uniform Assessment Collection Act provides a mechanism to equitably and efficiently collect Solid Waste Service Assessments from Residential Property.

(I) The annual Solid Waste Service Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(J) The Solid Waste Service Assessment to be imposed using the procedures provided in this Ordinance is imposed by the Board, not the Clerk, Property Appraiser or

Tax Collector. The duties of the Clerk, Property Appraiser or Tax Collector under the provisions of this Ordinance and the Uniform Assessment Collection Act are ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT.

It is hereby ascertained, determined and declared that Solid Waste and Recovered Materials collection and disposal services, facilities, and programs of the County provide a special benefit to property within the County that is improved by the existence of a Dwelling Unit or Building based upon the following legislative determinations:

(A) Solid Waste and Recovered Materials collection and disposal services, facilities, and programs furnished by the County possess a logical relationship to the use and enjoyment of Residential Property by providing: (1) Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to the Owners and occupants of Residential Property for proper, safe, and cost effective disposal of Solid Waste and Recovered Materials generated on such property, (2) better service to Owners and tenants, (3) the enhancement of environmentally responsible use and enjoyment of Residential Property, and (4) the protection of property values and the health and safety of the Owners and occupants of Residential Property resulting from the uniform delivery and availability of such services, facilities, and programs.

(B) The provision of comprehensive Solid Waste and Recovered Materials collection and disposal services, facilities, and programs furnished by or through the County to Residential Property enhances and strengthens the relationship of such services and programs to the use and enjoyment of Residential Property within the County.

ARTICLE II
ANNUAL SOLID WASTE COLLECTION AND
DISPOSAL ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The Board is hereby authorized to impose an annual Solid Waste Service Assessment upon Residential Property to fund all or any portion of the Solid Waste Cost at a rate of assessment based on the special benefit accruing to such property from the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs. All Solid Waste Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Solid Waste Service Assessment imposed in a Fiscal Year against a parcel of Residential Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Solid Waste Cost among properties on a basis reasonably related to the special benefit provided by Solid Waste and Recovered Materials collection and disposal services, facilities, and programs funded with assessment proceeds.

(C) Any unpaid or delinquent fees, charges, or assessments due the County for Solid Waste management and disposal services or facilities which are allocable to specific parcels of Residential Property may be included in the annual Solid Waste Service Assessment for such parcels. In such an event, any existing lien on each affected parcel for unpaid or delinquent fees, charges, or assessments shall be supplanted by the lien

resulting from the inclusion of such unpaid or delinquent fees, charges, or assessments in the amount of the Solid Waste Service Assessment.

SECTION 2.02. INITIAL PROCEEDINGS.

(A) The initial proceeding for the imposition of a Solid Waste Service Assessment shall be the adoption of an Initial Assessment Resolution by the Board (1) containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (2) determining the Solid Waste Cost to be assessed; (3) describing the method of apportioning the Solid Waste Cost and the computation of the Solid Waste Service Assessment for specific properties; (4) providing a summary description of the parcels of property (conforming to the description contained on the Tax Roll) located within the County that receive a special benefit from the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs or describing a specific geographic area in which such service, facility, or program will be provided; (5) establishing an estimated assessment rate for the upcoming Fiscal Year; (6) authorizing the date, time, and place of the public hearing to receive and consider comments from the public and consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (7) directing the County Administrator to (a) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (b) publish the notice required by Section 2.04 hereof, and (c) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

(B) The Initial Assessment Resolution shall also sufficiently identify property that may be subject to the imposition of Solid Waste Service Assessments by designating

a geographic area within the County where the Board provides Solid Waste collection and disposal services, facilities and programs as follows:

(1) Such Board designated geographic area may consist of all or a portion of the unincorporated area, all or a portion of the incorporated area, or any combination of the foregoing. The Board may designate such geographic area by creating a new municipal service benefit unit, which contains a description of the property to be included or by using an existing municipal service benefit area heretofore created by the Board.

(2) Alternatively, the Board shall identify such property by providing a summary description of the parcels, conforming to the description on the Tax Roll, located within the County that receive a special benefit from the provision of Solid Waste collection and disposal services, facilities or programs.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The County Administrator shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

(1) A summary description of all Residential Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Residential Property, if available.

(3) The amount of the Solid Waste Service Assessment to be imposed against each such parcel of Residential Property.

(B) The initial Assessment Roll shall be retained by the County Administrator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Solid Waste Service

Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION.

(A) Upon completion of the initial Assessment Roll, the County Administrator shall publish, or direct the publication of, once in a newspaper of general circulation within the County a notice stating that at a meeting of the Board on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Board will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Solid Waste Service Assessment; (2) a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (3) the rate of assessment; (4) notification that unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels will be additionally included in the annual Solid Waste Service Assessment; (5) the procedure for objecting provided in Section 2.06 hereof; (6) the method by which the Solid Waste Service Assessment will be collected; and (7) a statement that the initial Assessment Roll is available for inspection at the office of the County Administrator and all interested persons may ascertain the amount to be

assessed against a parcel of Residential Property at the office of the County Administrator.

SECTION 2.05. NOTICE BY MAIL.

(A) In addition to the published notice required by Section 2.04, the County Administrator shall provide notice, or direct the provision of notice, of the proposed Solid Waste Service Assessment by first class mail to the Owner of each parcel of property subject to the Solid Waste Service Assessment.

(B) Such notice shall include (1) the purpose of the Solid Waste Service Assessment; (2) the rate of assessment to be levied against each parcel of property; (3) the unit of measurement applied to determine the Solid Waste Service Assessment; (4) the number of such units contained in each parcel of property; (5) the total revenue to be collected by the County from the Solid Waste Service Assessment; (6) a statement that failure to pay the Solid Waste Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) notification that unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels will be additionally included in the Solid Waste Service Assessment; (8) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Board within 20 days of the notice; and (9) the date, time, and place of the hearing.

(C) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be

deemed mailed upon delivery thereof to the possession of the United States Postal Service. The County Administrator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION.

(A) At the time named in such notice, or to which an adjournment or continuance may be taken by the Board, the Board shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Board adopt the Final Assessment Resolution which shall (1) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Board; (2) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (3) approve the inclusion of any unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the Board shall constitute a legislative determination that all parcels assessed derive a special benefit from the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All objections to the Final Assessment Resolution shall be made in writing, and filed with the County Administrator at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Solid Waste Service Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION.

(A) The Solid Waste Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Residential Property, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Final Assessment Resolution.

(B) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid Waste Service Assessments, such other official as the Board by resolution shall designate.

SECTION 2.08. ANNUAL ADOPTION PROCEDURE.

(A) Annually during the budget process, the Board shall determine whether to reimpose a Solid Waste Service Assessment for each Fiscal Year following the initial

Fiscal Year. If the Board elects to reimpose a Solid Waste Service Assessment, the procedures in this Section 2.08 shall be followed.

(B) The initial proceedings for the reimposition of an annual Solid Waste Service Assessment by the Board shall be the adoption of a Preliminary Rate Resolution by the Board (1) containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (2) determining the Solid Waste Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (5) directing the County Administrator to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) direct and authorize any supplemental or additional notice deemed proper, necessary or convenient by the County.

(C) At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Board, the Board shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Board, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Board deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent

Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Board from providing annual notification to all Owners of Residential Property in the manner provided in either or both Sections 2.04 or 2.05 hereof.

(E) Nothing herein shall preclude the Board from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to Sections 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Solid Waste Service Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the Board and included in the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Solid Waste Service Assessment is imposed or the use of the revenue from the Solid Waste Service Assessment is substantially changed from that represented by the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, (3) property is reclassified or the method of apportionment is revised or altered resulting in an increased Solid Waste Service Assessment from that represented by the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, or (4) an Assessment Roll contains Residential Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Residential Property. Such notice shall substantially conform with the notice requirements set forth in Sections

2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board pursuant to this Ordinance.

(G) As to any Residential Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Residential Property (including, but not limited to, the determination of special benefit and fair apportionment to the Residential Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any prior fee, charge, or assessment imposed by the County or any Solid Waste Service Assessment not challenged within the required 20-day period for those Solid Waste Service Assessments previously imposed against Residential Property by the inclusion of the Residential Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid

Waste Service Assessments, such other official as the Board by resolution shall designate. If the Solid Waste Service Assessment against any property shall be sustained, reduced, or abated by any court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF SOLID WASTE SERVICE ASSESSMENTS.

(A) Upon the adoption of the Assessment Roll, all Solid Waste Service Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

(B) The lien for a Solid Waste Service Assessment shall be deemed perfected upon adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Solid Waste Service Assessment collected under the Uniform Assessment Collection Method shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Solid Waste Service Assessment collected under the alternative method of collection provided in Section 3.02 shall be deemed perfected upon adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO SOLID WASTE SERVICE ASSESSMENTS.

If any Solid Waste Service Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or

if the Board is satisfied that any such Solid Waste Service Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Board has omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Solid Waste Service Assessment against any property benefited by the Solid Waste Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Solid Waste Service Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Solid Waste Service Assessments until a valid Solid Waste Service Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Solid Waste Service Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Solid Waste Service Assessment as finally approved shall be competent and sufficient evidence that such Solid Waste Service Assessment was duly levied, that the Solid Waste Service Assessment was duly made and adopted, and that all other proceedings adequate to such Solid Waste Service Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to a Solid Waste Service Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, County Administrator, Board, or their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board under the provision of this Ordinance.

(B) When it shall appear that any Solid Waste Service Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs, but that such property was omitted from the Assessment Roll or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Annual Rate Resolution for any upcoming Fiscal Year, the Board may, upon provision of a notice by mail provided to the Owner of the omitted parcel in the manner and form provided in Section 2.05, impose the applicable Solid Waste Service Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Solid Waste Service Assessment due for the prior two Fiscal Years. Such Solid Waste Service Assessment shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the County Administrator shall

have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Solid Waste Service Assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the Solid Waste Service Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Solid Waste Service Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the County Administrator and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the County Administrator.

SECTION 2.13. INTERIM ASSESSMENTS.

(A) The Board is hereby authorized to impose an interim Solid Waste Service Assessment against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution.

(B) The amount of the interim Solid Waste Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year in

which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Solid Waste Service Assessment shall also include an estimate of the subsequent Fiscal Year's Solid Waste Service Assessment.

(C) No Certificate of Occupancy shall be issued until full payment of the interim Solid Waste Service Assessment is received by the County. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Solid Waste Service Assessment, shall not relieve the Owner of such property of the obligation of full payment.

(D) For the purpose of this provision, such interim Solid Waste Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

SECTION 2.14. INCLUSION OF MUNICIPAL AREAS.

(A) The areas provided Solid Waste and Recovered Materials collection and disposal services, facilities, and programs by the County and subject to the imposition of Solid Waste Service Assessments may include incorporated areas. However, any municipality not heretofore providing evidence of consent to such assessments by ordinance, shall evidence a request for inclusion and consent to such inclusion by ordinance in substantially the form attached hereto as Appendix A.

(B) Any municipal request or consent for inclusion given to the County shall thereafter be deemed given in advance and automatically renewed for each Fiscal Year thereafter unless such request and consent is timely withdrawn by the adoption of an ordinance abandoning the municipality's request and consent and providing a certified copy of such ordinance to the Board prior to May 1 preceding the Fiscal Year for which such request and consent is being withdrawn. Inclusion of any municipality shall be irrevocable for any Fiscal Year in which Solid Waste Service Assessments are levied by the County within an incorporated area.

SECTION 2.15. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.

(A) The Board, in its sole discretion, shall determine whether to provide exemptions from payment of a Solid Waste Service Assessment for Government Property or property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The Board, in its sole discretion, shall determine whether to provide a program of hardship assistance to County residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of a Solid Waste Service Assessment.

(C) The Board shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or assistance in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Board. Any funds designated for

exemptions or hardship assistance shall be paid by the County from funds other than those generated by the Solid Waste Service Assessment.

(D) Any shortfall in the expected a Solid Waste Service Assessment proceeds due to any hardship assistance or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the a Solid Waste Service Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

ARTICLE III
COLLECTION AND USE OF SOLID WASTE
SERVICE ASSESSMENTS

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the Board, the Solid Waste Service Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the County shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of a Solid Waste Service Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Solid Waste Service Assessment upon certification of a non-ad valorem roll to the Tax Collector by the County.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of utilizing the Uniform Assessment Collection Act, the County may elect to collect the Solid

Waste Service Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The County shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Solid Waste Service Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Solid Waste Service Assessment is due, and (7) a statement that the Solid Waste Service Assessment constitutes a lien against Residential Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Solid Waste Service Assessments shall be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The County shall have the right to foreclose and collect all delinquent Solid Waste Service Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Solid Waste Service Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The County or its agent shall notify any property owner who is delinquent in payment of his or her Solid Waste

Service Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the County or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Solid Waste Service Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Solid Waste Service Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the County may be the purchaser to the same extent as any Person. The County or its agent may join in one foreclosure action the collection of Solid Waste Service Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County and its agents, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the County as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Solid Waste Service Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the

Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Solid Waste Service Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(F) Notwithstanding the County's use of an alternative method of collection, the County Administrator shall have the same power and authority to correct errors and omissions as provided to him or her or other county officials in Section 2.12 hereof.

(G) Any Board action required in the collection of Solid Waste Service Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) If Solid Waste Service Assessments are imposed against Government Property, the County shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Solid Waste Service Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Solid Waste Service Assessment is due.

(B) Solid Waste Service Assessments imposed against Government Property shall be due on the same date as all other Solid Waste Service Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Solid Waste Service Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The County shall notify the Owner of any Government Property that is delinquent in payment of its Solid Waste Service Assessment within 60 days from the date such assessment was due. Such notice shall state that the County will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the County as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Solid Waste Service Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in installments with a remedy of a mandamus action in the event of non-payment. The Board may contract for such billing services with any utility, whether or not such utility is owned by the County.

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. APPLICABILITY. This Ordinance and the County's authority to impose assessments pursuant hereto shall be applicable throughout the County.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the County, shall be liberally construed to affect the purposes hereof.

(B) Nothing herein shall preclude the Board from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the County, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 4.04. CODIFICATION. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall replace those provisions

repealed in Section 4.05 below and shall become a new Chapter 66, Article III of the Taylor County Code of Ordinances. The sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 4.05. REPEAL OF EXISTING ARTICLE III, CHAPTER 66 OF THE TAYLOR COUNTY CODE OF ORDINANCES.

(A) Article III, Chapter 66 of the Taylor County Code of Ordinances, entitled Taylor County Solid Waste Services Unit (MSBU) and encompassing sections 66-71 through and including 66-109, is hereby repealed in its entirety.

(B) Any non-ad valorem assessment revenues that remain unspent on the effective date of this Ordinance shall be retained by the County and used to provide solid waste collection, recycling, and disposal services for residential units within the MSBU until fully expended.

SECTION 4.06. CONFLICTS. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.07. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. This Ordinance shall take effect as provided by law.

DULY ENACTED this _____ day of _____, 2022.

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

(SEAL)

By: _____
Thomas Demps, Chairman

ATTEST:

Gary Knowles, Clerk

Approved for Form and Correctness:

By: _____
County Attorney

APPENDIX A

FORM OF MUNICIPAL REQUEST AND CONSENT ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE [CITY OR TOWN OF] [city], FLORIDA, REQUESTING AND CONSENTING TO THE INCLUSION OF ALL OF [city] WITHIN A MUNICIPAL SERVICE BENEFIT UNIT OR OTHER SPECIFIC GEOGRAPHIC AREA DESIGNATED BY TAYLOR COUNTY TO PROVIDE SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR ANNUAL RENEWAL OF SUCH REQUEST AND CONSENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE [CITY OR TOWN] [Council or Commission] OF [city], FLORIDA:

SECTION 1.01. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) The Board of County Commissioners of Taylor County, Florida (the "County"), has enacted ordinances authorizing the County to create or identify a municipal service taxing or benefit unit or other specific geographic area within which the County imposes and collects assessments for solid waste collection and disposal services within incorporated and unincorporated areas of the County.

(B) The [City or Town] [Council or Commission] of [city] has determined that the inclusion of the incorporated area of [city or town] within such municipal service benefit unit or specific geographic area by the County for the purpose of providing solid waste collection and disposal services is in the best interests of the owners of property within the corporate limits of [city].

SECTION 1.02. REQUEST AND CONSENT OF [city]. The [City or Town] [Council or Commission] of [city] hereby requests and consents to the inclusion of all of the incorporated area of [city] within an identified municipal service taxing or benefit

unit or specific geographic area created or identified by the County to provide Solid Waste and Recovered Materials collection and disposal services, facilities, and programs and to the imposition of a special assessment by the County to fund such solid waste collection and disposal services, facilities and programs. Such request and consent shall become effective upon adoption of this ordinance for the upcoming fiscal year. The [City or Town] [Council or Commission] finds that the provision of solid waste collection and disposal services is an essential municipal purpose.

SECTION 1.03. ANNUAL RENEWAL OF REQUEST AND CONSENT.

Request and consent of the [City or Town] [Council or Commission] of [city] given to the County by this Ordinance shall be deemed given in advance for each fiscal year hereafter and shall be automatically renewed for each succeeding fiscal year unless such request and consent is subsequently withdrawn as provided herein. Request and consent shall be irrevocable for any fiscal year in which the subject solid waste collection and disposal service assessments are levied by the County within the incorporated area. [city] may only withdraw such consent for any subsequent fiscal year by adopting an ordinance abandoning its consent and providing a certified copy of such ordinance to the County prior to May 1 preceding the fiscal year for which consent is being withdrawn.

SECTION 1.04. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 1.05. EFFECTIVE DATE. This Ordinance shall take effect as provided by law.

PASSED AND ADOPTED on First Reading on the ____ day of _____, 2022.

PASSED AND ADOPTED on Second and Final Reading on the ____ day of _____, 2022.


(SEAL)

[CITY OR TOWN] [Council or
Commission] OF [CITY], FLORIDA

By: _____
Mayor

ATTEST:

CLERK

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Taylor Senior Citizens Center
	
MEETING DATE REQUESTED:	June 21, 2022 - 9:00 a.m.

Statement of Issue: Funding

Recommended Action: County undergird Center as it provides help to Taylor County's Senior Citizens

Fiscal Impact: Monthly donation of \$15,000. For the four remaining months of the TCBCC 2022 fiscal year ending 9/30/22 for a total of \$62,000.00.

Budgeted Expense: \$156,000.00 annually, paid monthly for 2023 fiscal year

Submitted By: Diane C Landry, Board President

Contact: 850-584-7524 or dclandry@fairpoint.net

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Struggling to meet monthly budget needs due to cuts in State funding, increased food prices and increased wage rates.

Options: We cannot continue to provide services if we do not increase our income.
We have cut employee hours and positions as much as possible.

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting funding for enhancing school security.



MEETING DATE REQUESTED:

June 21, 2022

Statement of Issue:

Recommended Action:

Fiscal Impact: TBD

Budgeted Expense: No

Submitted By: Mike Anderson

Contact: (850) 295-1560

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: To request matching funding in order to enhance school security.

Options:

Attachments:

25 17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



DACS Contract Amendment

Meeting Date:

6/6/2022 06/21/2022

Statement of Issue: Fire Protection Amendment reduction

Recommendation: _____

Fiscal Impact: \$ 36,439.97

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Jack Smith

Contact: Jack.Smith@FDACS.gov

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This new Contract is a reduction of \$2,234.05 from last year

Options:

1. _____

2. _____

Attachments:

1. _____

2. _____



NICOLE "NIKKI" FRIED
COMMISSIONER

CONTRACT AMENDMENT

Please Respond To: Florida Forest Service
Forest Protection Bureau
3125 Conner Blvd., Room 290
Tallahassee, FL 32399-1650

May 26, 2022

Taylor County BOCC
201 E. Green Street
Perry, Florida 32347

RE: Amendment of Contract # 1271 dated 07/01/88.

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:
Paragraphs 1 & 2, are amended as follows:

FROM

1. The Department shall provide fire protection for 552,486 acres of forest and wildlands within County.
2. The County shall, under the terms of this agreement; pay to the Department annually as its share of the cost of providing such fire protection, \$38,674.02, said receipts to be deposited as prescribed by Florida Statute.

TO

1. The Department shall provide fire protection for 520,571 acres of forest and wildlands within County.
2. The County shall, under the terms of this agreement; pay to the Department annually as its share of the cost of providing such fire protection, \$36,439.97, said receipts to be deposited as prescribed by Florida Statute.

**NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE
ALTERED BY THIS AMENDMENT.**



NICOLE "NIKKI" FRIED
COMMISSIONER

CONTRACT AMENDMENT

Joey B. Hicks
Joey B. Hicks
Director of Administration
Department of Agriculture
and Consumer Services

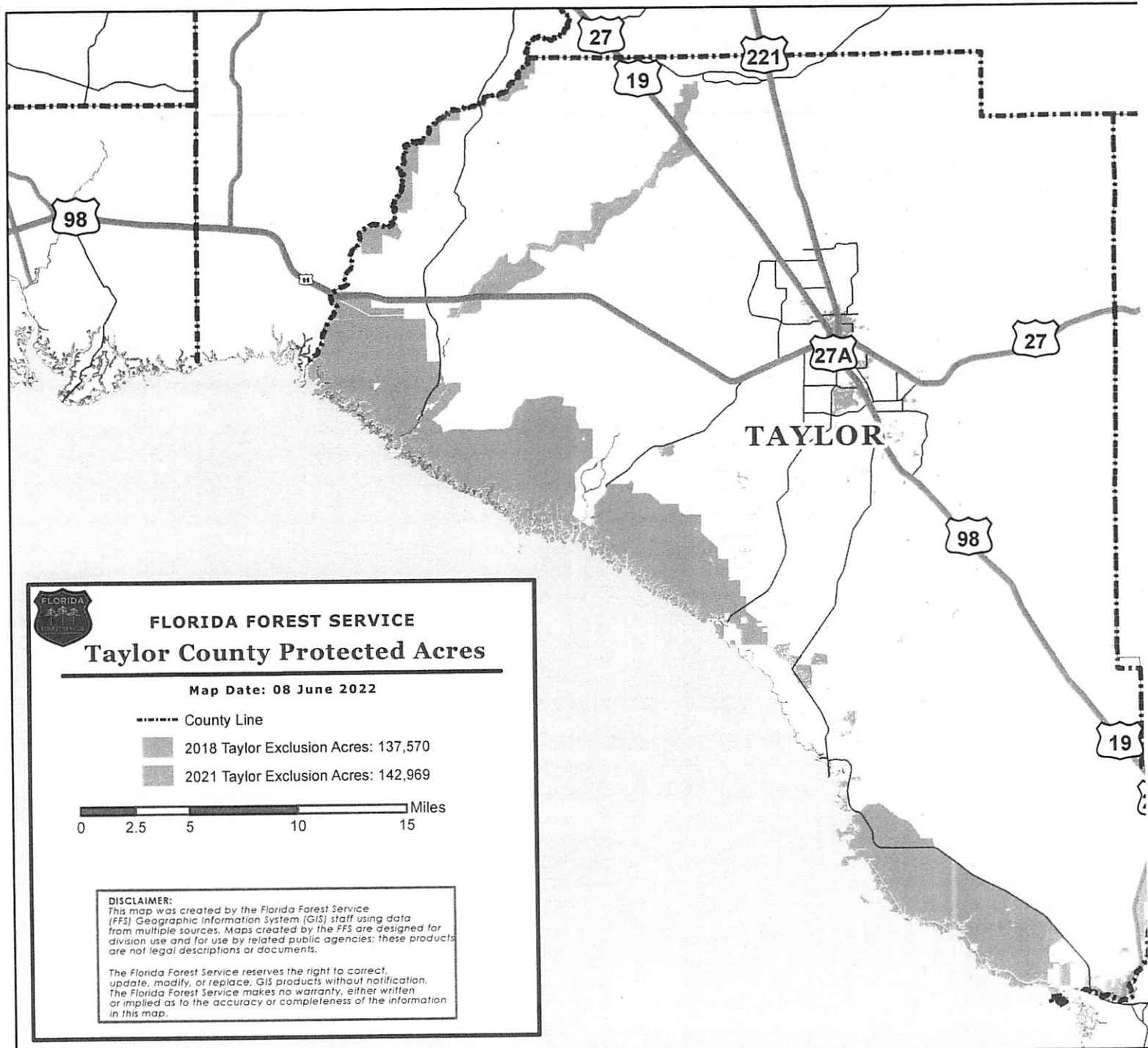
5/31/2022
(Date)

(Signature)

(Title)

(Company)

(Date)



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



MEETING DATE REQUESTED:

6-21-2022

Statement of Issue:

Recommended Action: Consideration and Approval of Big Bend Water Authority
Proposed Budget for 2022-2023

Fiscal Impact:

Budgeted Expense:

Submitted By: Laura Valentine

Contact: Mark Reblin/presented by Mark Reblin

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: BBWA Budget 2022-2023

Options:

Attachments: Proposed Budget 2022-2023

	A	B	C
1		PROPOSED BUDGET	
2		2022-2023	
3	Water - Residential	\$ 810,000.00	
4	Water - Commerical	\$ 100,000.00	
5	WW - Residential	\$ 300,000.00	
6	WW - Commerical	\$ 70,000.00	
7	Late Fees (W)	\$ 11,000.00	
8	late Fees (W W)	\$ 3,200.00	
9	New Installation (W)	\$ 40,000.00	
10	New Installation (WW)	\$ 300,000.00	
11	Pipeline Reserve	\$ 60,000.00	
12	AMR	\$ 20,000.00	
13	Reconnects	\$ 27,000.00	
14			
15	TOTAL CHARGES FOR SERVICES	\$ 1,741,200.00	
16			
17	NSF FEES	\$ 263.00	
18	Credit Card Fees	\$ 4,000.00	
19	Interest Income	\$ 2,000.00	
20	Miscellaneous Income	\$ 3,000.00	
21			
22	TOTAL OTHER OPERATING REVENUE	\$ 9,263.00	
23			
24			
25			
26			
27	TOTAL OPERATING REVENUE	<u>\$ 1,750,463.00</u>	
28			
29	"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."		
30			
31			
32			

	A	B	C
33		PROPOSED BUDGET	
34		2022-2023	
35	PERSONAL SERVICES		
36	Salary - General Manager	\$ 75,000.00	
37	Salary - Accounting	\$ 40,000.00	
38	Salary - Clerical	\$ 43,000.00	
39	Salary - Operators-Water	\$ 90,000.00	
40	Salary - Field-Water	\$ 150,000.00	
41	Overtime-Field Water	\$ 9,000.00	
42	Salary Sewer Field	\$ 40,000.00	
43	Overtime-Field- Sewer	\$ 8,000.00	
44	General Manager Travel	\$ 9,000.00	
45	FICA Taxes	\$ 27,000.00	
46	Workers Comp	\$ 12,000.00	
47	Retirement	\$ 35,000.00	
48	Employee Health & Life	\$ 80,000.00	
49	State Unemployment Taxes	\$ 3,000.00	
50	TOTAL PERSONAL SERVICES	\$ 621,000.00	
51			
52	DIRECT OPERATING EXPENSE		
53	Plant Chemicals (W)	\$ 40,000.00	
54	Plant Chemicals (WW)	\$ 25,000.00	
55	Plant Supplies	\$ 5,000.00	
56	Repair/Maintenance Plant (W)	\$ 120,000.00	
57	Repair/Maintenance Plant (WW)	\$ 90,000.00	
58	Capital Improve-Water/Wastewater-Contract	\$ 250,000.00	
59	Utilities - Plant	\$ 50,000.00	
60	Utilities - Waste Water Plant	\$ 25,000.00	
61	Utilities - Lift Stations	\$ 15,000.00	
62	Water / Sewer Testing	\$ 20,000.00	
63	TOTAL DIRECT OPERATING EXPENSE	\$ 640,000.00	
64			
65			

	A	B	C
66		PROPOSED 2022-2023	
67	INDIRECT OPERATING EXPENSE		
68	Advertising	\$ 1,500.00	
69	Audit	\$ 33,000.00	
70	Legal	\$ 25,000.00	
71	Bad Debt / Write off Uncollectible)	\$ 2,310.00	
72	Auto	\$ 12,000.00	
73	Bank Service Charges	\$ 600.00	
74	Computer Support	\$ 10,000.00	
75	Credit Card Services	\$ 3,000.00	
76	Dues & Subscriptions	\$ 1,000.00	
77	Education	\$ 200.00	
78	Garbage Collection	\$ 1,500.00	
79	Generator Diesel	\$ 2,350.00	
80	General Liability Insurance	\$ 50,000.00	
81	Office/Computer Supplies	\$ 5,000.00	
82	License/Fees	\$ 2,000.00	
83	Photocopy	\$ 3,600.00	
84	Postage	\$ 8,200.00	
85	Telephone	\$ 7,000.00	
86	Cell	\$ 3,000.00	
87	Utility Locate	\$ 500.00	
88	Travel	\$ 1,300.00	
89	Miscellaneous	\$ 1,200.00	
90	Capital Outlay	\$ 75,000.00	
91			
92	TOTAL INDIRECT OPERATING EXPENSE	\$ 249,260.00	
93			
94	TOTAL OPERATING EXPENSE	<u>\$ 1,510,260.00</u>	
95			
96	OPERATING INCOME/LOSS	<u>\$ 240,203.00</u>	
97		PROPOSED BUDGET	
98		2022-2023	

	A	B	C
99	NON/OPERATING INCOME & EXPENSE		
100	Accrual Interest	\$ (75,000.00)	
101	Grant Income		
102	Capital Improvement Water		
103	Capital Improvement WW Existing Line		
104	Grant Expense		
105	Note Principal Reduction		
106	Service Fees		
107	TOTAL NON/OPERATING EXPENSE		
108			
109			
110			
111	CASH TO ACCRUAL ADJUSTMENT		
112	Depreciation Expense Water		
113	Depreciation Expense WasteWater		
114	Principal Reduction		
115			
116	TOTAL ACCRUAL ADJUSTMENT	\$ -	
117			
118			
119	TOTAL GAIN/LOSS	<u>\$ 240,203.00</u>	
120			
121			
122	"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."		

v Sec. 42-652. - Specific standards.

In all areas of special flood hazard and where base flood elevation data has been provided as set forth in section 42-608 or section 42-609(2), the following provisions are required:

- (1) *Residential construction.* New construction or substantial improvement of any restructure shall have the lowest floor, including basement, elevated to or above base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, an opening sufficient to facilitate the unimpeded movements of floodwater shall be provided in accordance with standards set forth in subsection (3) of this section.
- (2) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial or other nonresidential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation. Buildings located in all A zones may be floodproofed in lieu of being elevated, provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A professional engineer or architect registered in the state shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the building official as set forth in section 42-631.
- (3) *Elevated buildings.* New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundations and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
 - a. Designs for complying with the requirement of this subsection must meet the following minimum criteria:
 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above grade; and
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - b. Access to the enclosed area shall, at a minimum, allow for entry through a standard three-foot by six-foot-eight-inch exterior door, but may be larger to allow for the parking of vehicles or limited storage of maintenance equipment used in connection with the premises.
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, but a stairway or elevator may be installed within the enclosed area to

provide access to the living area.

(4) *Manufactured homes and recreational vehicles.*

- a. All manufactured homes placed or substantially improved on individual lots or parcels in expansions to existing manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:
 1. The lowest floor of the manufactured home is elevated to above base flood elevation;
or
 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, and shall be no less than 36 inches in height above grade;
 3. The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement;
 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, any manufactured home placed or substantially improved must be elevated to the base flood elevation.
- c. All recreational vehicles placed on sites must have on-site a public or private sewer permitted pursuant to section 42-860 or present proof of a waste disposal contract. In addition they must meet the following specific standard.

1. Be fully licensed and ready for highway use at all times.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached structures and has a current tag.

- d. In all land use categories, recreational vehicles not sited within an approved recreational vehicle park shall not exceed a maximum of four units per lot or parcel. The siting of recreational vehicles shall be prohibited on non-conforming lots or parcels as to size for residential use created after June 29, 1990. More than four recreational vehicles sited on a lot or parcel constitutes as recreational vehicle park as defined in F.S. § 513.01(10) and requires conformance with section 42-799 of the land development code and approval by the county planning board.

Exception. Lots or parcels which are non-conforming as to size for residential use, and which can be individually identified and described from documents recorded in the public records of the county on June 29, 1990, the date of adoption of the comprehensive plan,

shall continue to be eligible for a maximum density of less than or equal to four recreational vehicles per one-half acre.

- e. In the Water Oriented Commercial (CWO) land use classification and all land use categories allowing residential densities greater than one unit per two acres, recreational vehicles conforming to subsection (c) and not sited within an approved recreational vehicle park shall not exceed one unit per 5,000 square feet.

Exceptions:

1. A recreational vehicle may be stored adjacent to a single-family dwelling inhabited by the owners of the recreational vehicle.
 2. One additional recreational vehicle may be sited on any lot or parcel for the duration of scallop season each year.
 3. As of January 18, 2011, any lot or parcel which presently contains a number of recreational vehicles which exceed the maximum density allowed by this section will be allowed to retain its present recreational vehicle density. Any lot or parcel currently permitted for an RV power pole will be allowed two RV's per lot or parcel.
- f. In the Industrial (I), Aviation-Related Commercial (CAR) and Public (P) land use categories, recreational vehicles shall be permitted only as an accessory use by the owner, lessee, custodian or watchman.
- (5) *Floodways.* Located within areas of special flood hazard established in section 42-608 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
- a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification by a professional engineer or architect registered in the state is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.
 - b. If the requirements of this section are satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of sections 42-651—42-654.
- (6) *Coastal high hazard areas (V zones).* In coastal high hazard areas (V zones) the following shall apply:
- a. All buildings or structures shall be located in compliance with F.S. ch 161 and current applicable Federal Emergency Management Agency regulations.
 - b. All buildings or structures shall be elevated so that the lowest supporting member is located no lower than the base flood elevation level, with all space below the lowest

supporting member open so as not to impede the flow of water. Open latticework or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with subsection (6)h of this section.

- c. All buildings or structures shall be securely anchored on pilings or columns.
- d. All pilings and columns in the attached structures shall be anchored to resist floatation, collapse and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. The anchoring and support system shall be designed with wind and water loading values which equal or exceed the 100-year mean recurrence interval (one percent annual chance flood).
- e. Compliance with provisions contained in subsection (6)b—d of this section shall be certified to by a professional engineer or architect registered in the state.
- f. There shall be no fill used as structural support.
- g. There shall be no alteration of sand dunes which would increase potential flood damage.
- h. Latticework or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action without damage to the structural integrity of the building on which they are to be used and provided the following design specifications are met:
 - 1. No solid walls shall be allowed; and
 - 2. Material shall consist of lattice or mesh screening only.
- i. If aesthetic latticework or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access or limited storage of maintenance equipment used in connection with the premises.
- j. Prior to construction, plans for any structures that will have latticework or decorative screening must be submitted to the building official for approval.
- k. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except with latticework or decorative screening as provided for in subsections (6)h—i of this section.

(LDC § 4.07.04; Ord. No. 2010-06, 7-20-2010; Ord. No. 2011-02, § 1, 1-18-2011)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS THE JUNE WORKSHOP/SPECIAL MEETING.



MEETING DATE REQUESTED:

JUNE 21, 2022

Statement of Issue: TO CONSIDER RESCHEDULING/CANCELLATION OF JUNE 28TH WORKSHOP AND SPECIAL MEETING.

Recommended Action:

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 PREVIOUSLY SCHEDULED JUNE WORKSHOP AND SPECIAL MEETING CONFLICTS WITH THE FLORIDA ASSOCIATION OF COUNTIES ANNUAL CONFERENCE SCHEDULE. THERE ARE NO ITEMS AGENDAED FOR THE JUNE WORKSHOP AT THIS TIME.

PER THE FINANCE DIRECTOR THE SPECIAL MEETING CAN BE CANCELLED AND INVOICES APPROVED DURING THE JULY 11TH REGULAR MEETING.

Options: APPROVE/ NOT APPROVE

Attachments: APPROVED CALENDAR



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Board Calendar for Fiscal Year 2022

PROPOSED BOARD MEETING DATES

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

December 6, 2021
January 3, 2022 and January 18, 2022
February 7, 2022 and February 15, 2022

March 7, 2022 and March 22, 2022
April 4, 2022 and April 19, 2022
May 2, 2022 and May 17, 2022
June 6, 2022 and June 21, 2022
July 11, 2022 and July 19, 2022
August 1, 2022 and August 16, 2022
September 6, 2022 and September 20, 2022
October 3, 2022 and October 18, 2022
November 1, 2022 and November 22, 2022
December 5, 2022 and December 19, 2022
(Both December meetings at 6:00pm)

PROPOSED SPECIAL MEETING DATES AND TIMES

February 22, 2022 – 9:00am - Prior to Workshop
June 28, 2022 – Prior to Workshop

HOLIDAYS

Christmas Eve and Day 2021
New Year's Day 2022
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays
Christmas Eve and Day

PROPOSED BOARD WORKSHOP DATES

All workshops - 6:00 P.M.

December - No workshop scheduled
January 25, 2022
February 22, 2022 - To follow 9:00am
Special Meeting

March 29, 2022
April 26, 2022
May 24, 2022
June 28, 2022 - To follow Special Meeting
July 26, 2022
August 30, 2022
September 27, 2022
October 25, 2022
November-No Workshop scheduled
December-No workshop scheduled

DATE OBSERVED

December 23 (Thurs) and December 24 (Fri)
December 31 (Fri)
January 17 (Mon)
April 15 (Fri)
May 30 (Mon)
July 4 (Mon)
September 5 (Mon)
November 11 (Fri)
November 24 (Thurs) November 25 (Fri)
December 23 (Fri) and December 26 (Mon)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to discuss requirements of HB 53.



MEETING DATE REQUESTED: June 21, 2022

Statement of Issue: Board informational item.

Recommended Action: N/A

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The state legislature passed [House Bill 53](#) (HB 53), which adds requirements to Chapter 403 of the Florida Statutes (Florida Air and Water Pollution Control Act) and became effective July 1, 2021.

Section 403.928 of Chapter 403 requires the Office of Economic and Demographic Research (EDR) to conduct annual assessments of Florida's water resources and conservation lands. HB 53 adds the requirement that, beginning with the assessment due Jan. 1, 2022, the assessment will include an analysis of the expenditures necessary to repair, replace and expand water-related infrastructure. HB 53 also requires that, as part of the analysis, the office shall periodically survey public and private utilities.

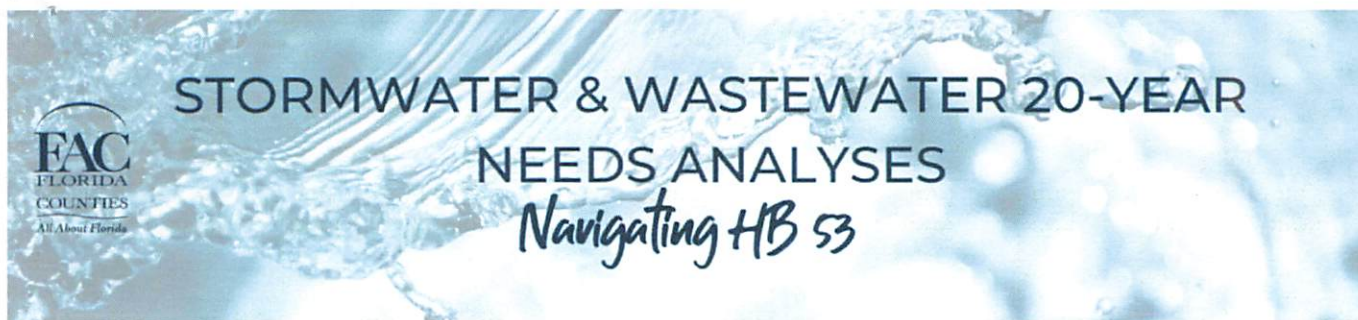
To meet the requirements of HB 53, each county, municipality and special district must complete a **20-year needs analysis** by June 30, 2022, and every five years thereafter.

Once the needs analysis is complete, the municipality or special district will submit the findings to the county. The county will compile all analyses into one document for wastewater and one for stormwater and include the county's own analysis. Both documents must be **submitted to the EDR by July 31, 2022**, and every five years thereafter.

Data will be used by the EDR in developing the following year's statewide analysis, due Jan. 1, 2023.

Options: N/A

Attachments: Florida Association of Counties HB 53 Overview



NAVIGATING THE NEW REQUIREMENTS PROVIDED FROM HB 53

By June 30, 2022, and every five years thereafter, each county, municipality, or special district providing wastewater or stormwater services is required to develop a needs analysis for its jurisdiction over the subsequent 20 years.

Counties must compile the local reports (including their own) and submit them to EDR and the Secretary of the Department of Environmental Protection by July 31, 2022.

EDR must evaluate the compiled documents for the purpose of developing a statewide analysis for inclusion in the annual assessment due January 1, 2023.

The requirements include two separate needs assessments. [For additional information visit EDR's dedicated webpage including the Excel templates for submissions.](#)

WASTEWATER MANAGEMENT ANALYSIS

By June 30, 2022, and every five years thereafter, each county, municipality, or special district providing wastewater services is required to develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government must include:

- A detailed description of the facilities used to provide wastewater services.
- The number of current and projected connections and residents served calculated in five-year increments.
- The current and projected service area for wastewater services.
- The current and projected cost of providing wastewater services calculated in five-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent five-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

[Privacy](#) - [Terms](#)

Each municipality or special district must submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county must compile all analyses submitted to it into a single document and include its own analysis in the document. The county must file the compiled document with the coordinator of EDR no later than July 31, 2022, and every five years thereafter.

The statute specifies that local governments in rural areas of opportunity are subject to conducting analyses of wastewater systems, unless the requirements would create an undue economic hardship for the local government. Despite this exemption, the Florida Association of Counties encourages all local governments to conduct analyses to demonstrate critical needs in their county.

STORMWATER MANAGEMENT ANALYSIS

By June 30, 2022, and every five years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system is required to develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government must include:

- A detailed description of the stormwater management program or system and its facilities and projects.
- The number of current and projected residents served calculated in five-year increments.
- The current and projected service area for the stormwater management program or system.
- The current and projected cost of providing services calculated in five-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent five-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

The statute requires each municipality or special district to submit its needs analyses, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located.

Each county must compile all analyses submitted to it into a single document and include its own analysis in the document. The county must file the compiled document with the Secretary of DEP the coordinator of EDR no later than July 31, 2022, and every five years thereafter.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF DRAFT SPORTS
COMPLEX RENTAL PACKET.



MEETING DATE REQUESTED:

JUNE 21, 2022

Statement of Issue: TO PROVIDE PRICING FOR TOURNAMENT/ FIELD
RENTAL AT THE TAYLOR COUNTY SPORTS COMPLEX.

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: IN PREPARATION FOR FUTURE EVENTS AT THE SPORTS COMPLEX STAFF HAS PREPARED A DRAFT RENTAL AGREEMENT THAT INCLUDES PRICING FOR FIELD USAGE, LIGHTING, PERSONNEL FEES AND POLICIES. THE TAYLOR COUNTY RECREATION ADVISORY BOARD HAS APPROVED THE FEE SCHEDULE.

Options: APPROVE/ NOT APPROVE

Attachments: DRAFT RENTAL AGREEMENT



TAYLOR COUNTY SPORTS COMPLEX

Venue Rental Packet Rental Fees & Policies

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

Thank you for your interest in reserving a portion of the **TAYLOR COUNTY SPORTS COMPLEX**

Rental Fees for TAYLOR COUNTY SPORTS COMPLEX

❖ **RENTAL FEE: SOFTBALL / BASEBALL/SOCCER FIELDS**

- \$200 per Rental Fee (Includes 4 hours of Lights) + \$25 per hour per employee Personnel Fee + Lights \$25 per hour per field (if over 4 hours of Lights) plus tax.
- Include check, payable to: Taylor County Board of County Commissioners which will cover your rental and cleaning fee with your Application.
- PLUS
 - Include an additional \$50.00 damages deposit check which will be returned to you at the conclusion of your event if no damage occurred to the facility.

❖ **THE REMAINDER OF THE PARK** is open for community use without rental on a first come basis

***Nonprofit RENTER must produce a tax document proving your non-profit status to be exempt from paying tax.**

❖ **Procedure for Reserving TAYLOR COUNTY SPORTS COMPLEX**

1. Complete our **Venue Rental Packet / Reservation Application.**
2. Submit the application as far as 1 year prior to your event (but no closer than two (2) weeks prior). Your reserved date and time will be tentatively reserved pending final approval.
3. APPLICATION FEE CHECKS should be written to Taylor County BOCC.
4. Your check will tentatively hold your requested date and time, pending final approval of your application.
5. All applications will be approved by the Taylor County Administrator.
6. ALL FEES MUST BE PAID AT THE TIME OF RESERVATION.
7. YOUR DAMAGES DEPOSIT CHECK of \$50 will be held UNCASHED until INSPECTION after the conclusion of your event. You may pick your check up from the office of the Parks and Recreation Manager OR you may choose to have it mailed to you once you have cleared inspection by providing a self-addressed envelope.

Cancellation

1. Cancellation must be made in writing, at least 72 hours prior to event, unless in cases of inclement weather.

Responsibilities of Renter

1. Obtaining entry into facility is the RENTERS responsibility.
Please coordinate one week in advance.
2. ALL ITEMS BROUGHT INTO THE BUILDING MUST BE REMOVED from the venue at the time of rental.
3. Completing the renters checklist

Please complete the application attached and deliver to:

LaWanda Pemberton
County Administrator
201 E. Green Street
Perry, FL 32348
850-838-3500 ext. 6

During the hours of:
Monday – Friday (9 am – 5 pm)

Email: lpemberton@taylorcountygov.com

(For information only) application must be submitted with payment in person

REGULATIONS:

- No alcohol is allowed in the building or in the county park.
- No smoking is allowed in the building or in the county park.
- No indecent or illegal conduct of any kind is allowed in the building or in the county park.
- Parking is allowed in marked areas only. Illegally parked vehicles may be towed.
- No pets are allowed in the county park.

Confirmations and Payment

We make facility available on a first-come, first-served basis. You may rent the facility during hours and on dates not filled by Taylor County Board of County Commissioners or other activities and programs. These programs are scheduled on a monthly and quarterly basis. We will confirm your rental as soon as the Facility Use Rental and Agreement Forms have been completed you have submitted your payment and your event has been approved. At that time we will give you copies of all these documents. No other letter or materials will follow. If you have any questions, please contact the Parks and Recreation Manager.

You may pay for facility rental by cash, check, money order, or cashier's check made payable to the Taylor County Board of County Commissioners.

If payment is made by a personal check with insufficient funds in the account, a \$35 fee will be added to the total and the terms of the permit are canceled until the permittee pays the amount due. Check with the Parks and Recreation Manager for your deposit at the end of your rental.

TAYLOR COUNTY SPORTS COMPLEX RESERVATION APPLICATION

1. APPLICANT

Applicant's Name: _____ **Title:** _____

Company Name: _____

Address: _____

Daytime Phone: _____ **Evening Phone:** _____

Emergency Phone: _____ **Email:** _____

2. PURPOSE and BRIEF DESCRIPTION OF EVENT

3. REQUESTED EVENT COMPONENTS

A. Requested Date of Event (First Choice) Date (_____)

B. Alternate Date of Event (Second Choice) Date (_____)

C. Requested Hours of Operation: From () A.M. to () P.M.

D. Requested Hours of Set Up: Beginning Date ()

From: () A.M. to () P.M.

E. Describe the number of people expected to be at the event ()

4. FOOD, BEVERAGES AND OR ENTERTAINMENT

A. If there will be music, a dance, sound amplification, or any other noise impact, please describe, including the intended hours of the music, sound or noise.

Use another page to draw a map if needed.

B. Will you need concessions area? ____ Yes ____ NO

C. Will you be selling any items at your event ?* ____ Yes ____ NO

D. If so what items will you be selling?* _____

E. Do you plan to sell concessions?* ____ Yes ____ NO

*******The Applicant shall be required to secure, obtain /acquire, and maintain for the duration of the event, any, and all permits, licenses and approvals that are required for, or associated with, APPLICANT's use of the premise and facilities herein. (For example selling concessions).**

5. AMERICANS WITH DISABILITIES ACT (ADA) Applicants are hereby advised that, in accordance with applicable provisions of the Americans with Disabilities Act (ADA), all Special Events conducted on Taylor County property and open to the public shall be accessible to people with disabilities, County staff shall ensure that each Special Event venue provides for an adequate number of accessible parking spaces in appropriate locations, accessible routes throughout the site, and other accessible features for food service, restroom facilities (including accessible portable toilets), assemble area seating, etc. where such elements or facilities are provided for the public. No ADA accessible element or facility shall be obstructed, or removed, relocated or otherwise altered without prior written approval by the County. Applicants must coordinate with County staff as necessary to ensure compliance with provisions contained in this paragraph, failure to do so may result in revocation of this Special Event Permit.

6. INDEMNIFICATION & HOLD HARMLESS :

To the extent permitted by the law, the APPLICANT shall indemnify, defend, and hold harmless the COUNTY, its officials, agents, servants and employees from all claims (including tort-based, contractual, injunctive, and or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorney's fees), suits administrative actions, arbitration or mediation originating from, connected with, or associated with, or growing out of (directly and / or indirectly), the APPLICANT's use of the premises and facilities described herein. Moreover, the APPLICANT shall indemnify, defend, and hold the COUNTY, its officials, agents, servants, and employees harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the APPLICANT's direct and or indirect negligent or intentional acts or omissions associated with the above-noted actions and activities. *This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the APPLICANT, set forth herein or otherwise.

League/Event Organizer will provide to the County a statement of liability from their insurance carrier. The League/Event Organizer shall require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the league/event.

Application must be received a minimum of two weeks prior to your requested to your date. Applicant will be responsible for additional facility use fees, dependent on facility choice. Facility use fees must be paid in full at time of reservation.

Print Name of Authorized Applicant

Original Signature of Authorized Applicant

Date Signed Original

Print Name of Witness

Signature of Witness

Date

Please note there must be an original signature and a witness to your signature before submitting this application in order for it to be considered for permitting. Electrical signatures are not acceptable.

Fee Waiver Requested : _____