

SUGGESTED AGENDA

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

**TUESDAY, AUGUST 17, 2021
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. DAN CASSEL, TAYLOR COUNTY FIRE CHIEF, TO APPEAR TO PRESENT THE PHOENIX AWARD TO THREE (3) FIRE FIGHTERS FOR THEIR LIFE SAVING EFFORTS.

CONSENT ITEMS:

5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCOP ROAD PROJECT (GAS PLANT ROAD) FUND, THE AMERICAN RESCUE PLAN ACT FUND AND THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER APPROVAL OF THE BY-LAWS FOR THE TRANSPORTATION DISADVANTAGED 2021-2022 FISCAL YEAR, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
8. THE BOARD TO CONSIDER APPROVAL OF THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCEDURES FOR THE 2021-2022 FISCAL YEAR, AS AGENDAED BY THE GRANTS COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL OF LETTERS FOR HISTORIC PRESERVATION AND TRIBAL LANDS THAT ARE REQUIRED BY DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), FOR THE UPCOMING COMMUNITY DEVELOPMENT BLOCK GRANT (CDG) HOUSING REHABILITATION PROJECT, AS AGENDAED BY THE GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) CLOSEOUT REPORT FOR FISCAL YEAR 2018-2019, FISCAL YEAR 2019-2020, AND FISCAL YEAR 2020-2021 ANNUAL REPORT AND LOCAL HOUSING INCENTIVES CERTIFICATION, AS AGENDAED BY MELODY COX, GRANTS WRITER.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY GRANT APPLICATION SUBMITTED TO THE GULF CONSORTIUM FOR THE KEATON BEACH AND STEINHATCHEE BOAT RAMPS BY-PASS FEASIBILITY STUDY, AS AGENDAED BY THE GRANTS WRITER.
12. THE BOARD TO CONSIDER APPROVAL OF DRAFT PURCHASING POLICY REVISION AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

13. THE BOARD TO HOLD THE SECOND OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR THE 2021/22 GRANT CYCLE, FOR FUNDING ASSISTANCE FOR ADDITIONAL IMPROVEMENTS TO THE TAYLOR COUNTY SPORTS COMPLEX.
14. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

****BIDS WILL BE A PERCENTAGE OF THE GROSS SALE OF HARVESTED BERRIES****

PUBLIC REQUESTS:

15. GINA SMITH TO APPEAR TO DISCUSS REQUEST FOR FUNDING FOR RECREATION IN STEINHATCHEE.
16. MIKE WEEKLY TO APPEAR TO DISCUSS NEIGHBORHOOD FLOODING ISSUE.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 WARRIOR CREEK BRIDGES #380035 AND #380037 AND ADOPTION OF AN AUTHORIZING RESOLUTION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

18. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT, WIDEN AND RESURFACE ASH STREET (CR 336) AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

19. THE COUNTY ATTORNEY TO DISCUSS OPIOID LITIGATION UPDATE.

COUNTY ADMINISTRATOR ITEMS:

20. THE BOARD TO CONSIDER APPROVAL OF DRAFT PARK MAINTENANCE TECHNICIAN JOB DESCRIPTION, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
21. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
22. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
23. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Presentation of the Phoenix Award to 3 Fire Fighters

Meeting Date:

8/17/2021

Statement of Issue: Phoenix Award to be awarded to 3 Fire Fighters to recognize their life saving efforts.

Recommendation: _____

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

Submitted By: Dan Cassel

Contact: _____

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On June 25th 2021 the fire fighters responded to a call where they found a patient with no pulse, their efforts resulted with the patient regaining a pulse and recovering.

Options:

1. _____

2. _____

Attachments:

1. _____

2. _____

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

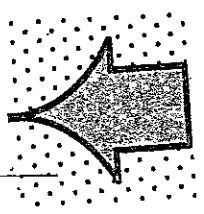
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 12,432	001-3631154	Gen Fund-Supplemental Wireless 911
\$ 12,432	0237-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of August 2021, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



SIGN
HERE

Special Disbursement - Allocation of Interest



Florida E911 Board
4030 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-921-4204
Fax: 850-488-9837

June 21, 2021

Taylor County Board of County Commissioners
ATTN: Finance & Accounting
P.O. Box 620
Perry, FL 32348

FEID # F596000879026

Dear Taylor County Board of County Commissioners:

On June 16, 2021, the Florida E911 Board approved a distribution of earned interest to the counties based on the latest population estimates. The approved allocations start at $85¢ \times 12,000$ (base minimum population) = \$10,200. An additional 25% is added for every 12,000 people above the base minimum population of 12,000 (rounded up to the nearest 500), up to a maximum of \$175,000.

The latest population estimate for Taylor County was 22,436. This is 10,500 (rounded up to nearest 500) above the base minimum population. The calculation for allocation of interest is: $\$10,200 + (25\% \times 85¢ \times 10,500)$.

The allocation of interest for Taylor County is: \$12,431.25

The Florida E911 Board strongly recommends these funds be used for assisting Taylor County with expenses related to the migration to NG911.

These funds shall be used solely to pay recurring and non-recurring costs of providing 911 or E911 service, as provided by subsections 365.172(10) and 365.173(2), Florida Statutes. Separate accounting should be established for the receipt and expenditure of all E911 fee revenues based on paragraph 365.173(2)(d), Florida Statutes.

Please note that these funds should not be included in the calculation of county carry-forward funds and excess funding, when completing end-of-year financial reports to the board (Form 6A).

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon •
Mathew E. Matney • Christie A. Pontis-Mason • Casey E. Reed • Brad Swanson

E911 Board Fee Revenue Disbursement
June 21, 2021
Page Two

If you have questions about these payments, the method of calculating the amounts or other issues related to the E911 Board, please contact either Kent Raheb (850) 922-7417, kent.raheb@dms.fl.gov or Leon Simmonds (850) 491-1067, leon.simmonds@dms.fl.gov.

Sincerely,

DocuSigned by:

F42DFD5AF5C945D...

Matthew E. Matney, Bureau Chief
Bureau of Public Safety

MM/LS/KR

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AMERICAN RESCUE PLAN ACT FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

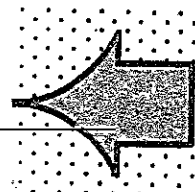
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AMERICAN RESCUE PLAN ACT FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$2,094,763	197-3315102	American Rescue Plan Act
\$2,094,763	2202-59922	Sinking Fund / Reserve

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of August, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



American Rescue Plan Act - new funds received not budgeted in FY'21

Dannielle Welch

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Wednesday, July 14, 2021 9:24 AM
To: Dannielle Welch
Subject: FW: Submission Confirmation - American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds

From: slfrp@treasury.gov [mailto:slfrp@treasury.gov]
Sent: Wednesday, July 14, 2021 9:22 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Cc: CARESITFORMS@Treasury.gov
Subject: Submission Confirmation - American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds

The review of your submission to the Treasury Submission Portal for Coronavirus State and Local Fiscal Recovery Funds on behalf of Taylor County Board of County Commissioners is finished and the information and documentation you submitted was determined to be complete and accurate.

Your payment is based on the relevant allocation methodology and any applicable tranching. Additional information is available on the Coronavirus State and Local Fiscal Recovery Funds website – www.treasury.gov/SLFRP. At this time the Department of Treasury has processed a payment in the amount of \$2,094,762.50. Please note, receipt timeline of this payment is subject to your financial institution's usual processing times.

If you have questions about the application payment portal or for technical support, please email covidreliefitsupport@treasury.gov. If you have general questions about the American Rescue Plan Coronavirus State & Local Fiscal Recovery Funds (SLFRF) please email SLFRP@treasury.gov or call 844-529-9527.

U.S. Department of the Treasury

Coronavirus State and Local Fiscal Recovery Fund

SLFRP@treasury.gov

→ Rec'd 7/15/21 DWelch
1st Distribution

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Gas Plant Road) FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

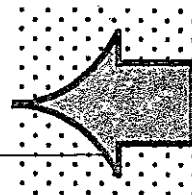
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$335,139	183-3344905	SCOP Grant - Revenue
\$ 13,054	0349-53101	SCOP Gas Plant Road Professional Services
\$322,085	0349-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of August, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



Additional Funding SCOP Grant FY'21

To: Cassandra.Lamey@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G0W47

7/21/2021

Supplement
#1Scop/Gas Plant
Rd.

CONTRACT INFORMATION

Contract:	G0W47
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY BOCC
Vendor ID:	F596000879041
Beginning Date of This Agreement:	06/08/2018
Ending Date of This Agreement:	06/30/2022
Contract Total/Budgetary Ceiling:	ct = \$1,035,139.00
Description:	resurfacing of CR 359A (Gas Plant Road) from CR 110 (McDaniel Road) to CR 361 (Pisgah Road)

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/21/2021

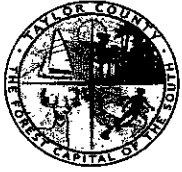
Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AJ
Object Code:	751000
Amount:	\$335,139.00
Financial Project:	43644815401
Work Activity (ECI):	215
CEDA:	
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	085576/22
Amendment ID:	S001
Sequence:	00
User/Assigned ID:	01
Enc Line (6s)/Status:	0002/04

Total Amount: \$335,139.00

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the By-Laws for 2021-2022 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

MEETING DATE REQUESTED:

August 17, 2021

Statement of Issue: Board to review and approve the By-Laws for 2021-2022 for the Local Coordinating Board for the Transportation Disadvantaged.

Recommended Action: Approve LCB By-Laws for 2021-2022

Budgeted Expense: Not Applicable

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain By-Laws and update them on an annual basis. The agencies and groups represented on the LCB are a requirement of the Florida Commission for the Transportation Disadvantaged.

Attachments: 2021-2022 By-Laws for the LCB

Taylor County
Transportation Disadvantaged
Local Coordinating Board
By-Laws 2021-2022



Updated August 17, 2021

Pam Feagle, Chairman
Local Coordinating Board of the Transportation Disadvantaged

OUR MISSION: To ensure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons.

Our Vision and Values: To provide the best possible transportation services to the transportation disadvantaged population, providing a viable program to assist in the improvement of the quality of life of our citizens.

SECTION 1: PREAMBLE

The following sets forth the by-laws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC), LCB and Planning Agency Operating Guidelines (August 2017) and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged. The by-laws also adhere to the policies and procedures as set forth by the Taylor County Board of Commissioners for County appointed and approved Committees and Advisory Boards.

SECTION II: NAME AND PURPOSE OF BOARD

- A. Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB)**, hereinafter referred to as the Board.
- B. Purpose.** The purpose of the Board is to identify local service needs, assist in planning for said needs, assist with the selection and annual review of a Community Transportation Coordinator (CTC), provide information, advice and direction to the CTC on the provision of services to the transportation disadvantaged and assist in the development of the local Transportation Disadvantaged Service Plan (TDSP).

SECTION III: MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, AND TERMINATION OF MEMBERSHIP

- A. Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by and/or approved by the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. The County's Veterans Service Officer or a person recommended by the local Veterans Service Officer representing the Veteran's in the County.
6. A local representative for children at risk.

7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Regional Workforce Development Board (Career Source of North Florida.)
9. A representative of the local medical community (local health department, long term care facilities, hospitals, assisted living facilities, kidney dialysis centers, etc.)
10. A person representing the disabled of the county.
11. A representative of the public education community which could include but not be limited to, a representative of the local School Board, school transportation services, or Head Start where the school district is responsible.
12. A person who is recognized by the Florida Association for Community Action representing the economically disadvantaged.
13. Two citizen advocate representatives with one who uses the transportation services as their primary means of transportation.
14. A representative of the Florida Agency for Health Care Administration.

B. Alternate Members. The designated agencies shall name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.

C. Technical Advisors - Non-voting Members. Additional non-voting members may be appointed by the Board of County Commissioners or by majority vote of the LCB to provide technical advice as necessary.

D. Terms of Appointment. Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms. Members may be reappointed if requested by the agency or group the member is representing and if approved by the Board of Commissioners. Terms are staggered to prevent a significant turnover during a particular period.

E. Termination of Membership. Any member of the Board may resign at any time by notice in writing to the LCB Chairman. If the member is from an Agency required by the Florida Commission for the Transportation Disadvantaged, the Agency shall be responsible for appointing a new member and their alternate. The Planning Grant Coordinator shall be notified by the Agency as to the new appointment(s). Attendance is required at scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend three (3) consecutive meetings. The County/Planning Agency shall maintain an attendance roster for each LCB meeting. This roster shall be submitted to the TD Commission with each quarterly report. The Taylor County LCB will follow the Advisory Committee Attendance Policy approved by the Taylor County Board of Commissioners and guidelines of the Florida Commission for the Transportation Disadvantaged.

SECTION IV: OFFICERS AND DUTIES

- A. Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.
- B. Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction; the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be the appointee of the Taylor County Board of Commissioners. The Chairperson will serve until their elected term of office expires or otherwise replaced by the Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.
- C. Vice-Chairperson.** The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. LCB members can serve more than one term as Vice-Chairperson, but not for consecutive terms. The annual organizational meeting is held at the 1st quarter meeting in (normally September) to elect a Vice-Chairperson for the upcoming new fiscal/grant reporting year. If there is a tie vote for the Vice-Chairperson at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

At the organizational meeting for FY 2017-2018 there was a tie vote for the Vice-Chairperson. The LCB members voted to have Co-Vice Chairpersons for the upcoming year. In the event the Chairperson is unable to attend a LCB meeting or represent the LCB and both Vice-Chairpersons are present, the acting Chairperson will be determined by a coin toss. To ensure this situation does not occur in upcoming years, if there is a tie vote at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

SECTION V: BOARD MEETINGS

- A. Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June in concurrence with the State of Florida and Commission for the Transportation Disadvantaged fiscal year.
- B. Meeting Standards.** All meetings including committee meetings shall function under the "Government in the Sunshine Law". All meetings will provide an opportunity for public comment.

C. Parliamentary Procedures. The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.

D. Quorum and Voting. At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 5 of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. Roll Call votes will be held and documented when so needed. As required by Chapter 286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote is taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

E. Notice of Meetings. Notices and tentative agenda packages shall be sent to all Board Members, other interested parties, and the largest circulating newspaper in the designated area at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

A. General. The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in Chapter 427.0157 Florida Statutes and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). These responsibilities include providing sufficient staff to manage and oversee the operations of the local program, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Local Coordinating Board within the limit of resources available.

SECTION VII: BOARD DUTIES

A. Board Duties. The Local Coordinating Board member duties, with the assistance of the Planning Grant staff, shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.

1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Managers files.

2. Review and approve the selection of the Community Transportation Coordinator (CTC) and the Memorandum of Agreement between the CTC and the TD Commission.
3. Annually review, make recommendations and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP. Ensure all appropriate parties are included in the process including the public, the planning agency and the CTC.
4. Annually evaluate the CTC's performance in general and relative to insurance, safety requirements and standards as referenced in Rule 41-2, 006, FAC, and results of standards in the most recent TDSP. The LCB shall set an annual percentage goal increase (or establish a percentage) for the number of trips provided within the system to be on public transit where such services are available. (There is currently no other public transit service in Taylor County). The LCB shall utilize the Commission's Quality Assurance Performance Evaluation Tool to evaluate the performance of the CTC. This evaluation Tool and Summary will be submitted to the Commission upon approval by the LCB.
5. In cooperation with the CTC, review and provide recommendations to the Commission and the Taylor County Board of Commissioners, on all applications for local government, state or federal funds relating to transportation of the transportation disadvantaged in the designated service area to ensure that any expenditures within the designated service area are provided in the most cost effective and efficient manner (427.0157(3), FS). The accomplishment of this requirement shall include the development and implementation of a process by which the Coordinating Board and CTC have an opportunity to become aware of any federal, state or local government funding requests and provide recommendations regarding the expenditure of such funds. Such funds may include expenditures for operating, capital or administrative needs. Such a process should include at least:
 - A. The review of applications to ensure that they are consistent with the TDSP. This review shall consider:
 - a. The need for the requested funds or services;
 - b. Consistency with local government comprehensive plans;
 - c. Coordination with local transit agencies, including the CTC;
 - d. Consistency with the TDSP;
 - e. Whether such funds are adequately budgeted amounts for the services expected; and,
 - f. Whether such funds will be spent in a manner consistent with the requirements of coordinated transportation laws and regulations.
 - B. Notify the Commission of any unresolved funding requests without delays in the application process.
6. When requested, assist the CTC in establishing eligibility guidelines and trip priorities.

7. Review coordination strategies for service provision to the transportation disadvantaged in the designated service area to seek innovative ways to improve cost effectiveness, efficient, safety, operating hours, and types of service in an effort to increase ridership to a broader population (427.0157(5) FS). Such strategies should include:
 - A. Evaluation of multi county or regional transportation opportunities. Supporting inter- and intra-county agreements to improve coordination as a way to reduce costs for service delivery, maintenance, insurance, or other identified strategies; and
 - B. Seeking the involvement of the private and public sector, volunteers, public transit, school districts, elected officials and others in any plan for improved service delivery.
8. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners and in compliance with the Transportation Disadvantaged Commission standards, shall be followed.
9. Annually review coordination contracts (if applicable) to advise the CTC whether the continuation of said contract provides the most cost effective and efficient transportation available (41-2.008(3) FAC).
10. Annually hold a minimum of one (1) public hearing/workshop. This must be a separate meeting from a quarterly LCB meeting and must have its own agenda and minutes, for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
11. All LCB members will be trained on and comply with the requirements of Section 112.3143, Florida Statutes, concerning voting conflicts of interest (41-2.012(5)(d) FAC).
12. Work cooperatively with regional workforce development boards established in Chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program (427.0157(7), FS).

SECTION VIII: COMMITTEES

- A. **Committees.** Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

SECTION IX: COMMUNICATIONS WITH OTHER ENTITIES AND AGENCIES

A. General. The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

SECTION X: CERTIFICATIONS

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the 17th day of August, 2021.

Thomas Demps, Chairman
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the 9th day of September, 2021.

Pam Feagle, Chairman
Local Coordinating Board for the
Transportation Disadvantaged.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Grievance Procedures for FY 2021-2022 for the Local Coordinating Board for the Transportation Disadvantaged.

MEETING DATE REQUESTED:

August 17, 2021

Statement of Issue:

Board to review and approve the Grievance Procedures for FY 2021-2022 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

Recommended Action:

Approve the FY 2021-2022 Grievance Procedures for the Taylor County Transportation Disadvantaged Program.

Budgeted Expense:

Not Applicable

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain Grievance Procedures and update them on an annual basis. The Grievance Procedures are in full compliance with the Florida Commission for the Transportation Disadvantaged Grievance Procedures.

Attachments:

Grievance Procedures FY 2021-2022



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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve letters for Historic Preservation and Tribal Lands that is required by DEO for the upcoming Community Development Block Grant (CDBG) Housing Rehabilitation project which will be used to rehabilitate very low, low, and moderate income homes of qualified applicants.

MEETING DATE REQUESTED:

August 17, 2021

Statement of Issue: Board to approve letters.

Recommended Action: Approve letters.

Fiscal Impact: The County has been awarded a CDBG housing rehabilitation grant in the amount of \$750,000. The letters for Historic Preservation and Tribal Lands is a requirement by DEO for the federally funded grant.

Budgeted Expense: A budget will be prepared to be included in the FY 2021-2022 budget.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Historic Preservation and Tribal Lands Letters are a requirement of the CDBG program as the funds we will be receiving are federal funds.

Attachments: Historic Preservation and Tribal Lands Letters



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-6113 Phone
(850) 584-2433 Fax

August 9, 2021

Alabama-Coushatta Tribe of Texas
ATTN: Bryant Celestine - THPO
571 State Park Road 56
Livingston, TX 77351

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Mr. Celestine,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

The Taylor County Single Family Housing Rehabilitation program may supply Community Development Block Grant (CDBG) funds for the rehabilitation of single-family owner-occupied housing to provide a suitable living environment by increasing the supply of safe, decent, affordable owner-occupied housing.

Taylor County will conduct a review of this project to comply with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800. We would like to invite you to be a consulting party in this review to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

To meet project timeframes, if you would like to be a consulting party on this project, please inform us of your interest within 30 days. If you have any initial concerns with impacts of the project on religious or cultural properties, please note those concerns in your response by contacting Jami Evans, Grants Coordinator, Taylor County at (850) 838-3553 or by e-mail at jevans@taylorcountygov.com and please copy J. Corbett Alday, Vice President, Guardian CRM, Inc., at (352) 437-3902 or e-mail at Corbett.Alday@GuardianCRM.com.



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Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

August 9, 2021

Miccosukee Tribe of Indians
ATTN: Billy Cypress, Chairperson
PO Box 440021
Miami, FL 33144

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Mr. Cypress,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

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Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

August 9, 2021

Choctaw Nation of Oklahoma
ATTN: Gary Batton - Chief
PO Drawer 1210
Durant, OK 74702

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Mr. Batton,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

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Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

August 9, 2021

Muscogee (Creek) Nation
ATTN: David Hill, Principal Chief
PO Box 580
Okmulgee, FL 74447

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Mr. Hill,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

The Taylor County Single Family Housing Rehabilitation program may supply Community Development Block Grant (CDBG) funds for the rehabilitation of single-family owner-occupied housing to provide a suitable living environment by increasing the supply of safe, decent, affordable owner-occupied housing.

Taylor County will conduct a review of this project to comply with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800. We would like to invite you to be a consulting party in this review to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

To meet project timeframes, if you would like to be a consulting party on this project, please inform us of your interest within 30 days. If you have any initial concerns with impacts of the project on religious or cultural properties, please note those concerns in your response by contacting Jami Evans, Grants Coordinator, Taylor County at (850) 838-3553 or by e-mail at jevans@taylorcountygov.com and please copy J. Corbett Alday, Vice President, Guardian CRM, Inc., at (352) 437-3902 or e-mail at Corbett.Alday@GuardianCRM.com.



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Post Office Box 167
Perry, Florida 32348
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(850) 584-2433 Fax

August 9, 2021

Coushatta Tribe of Louisiana
ATTN: Linda Langley - THPO
PO Box 10
Elton, LA 70532

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Ms. Langley,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

The Taylor County Single Family Housing Rehabilitation program may supply Community Development Block Grant (CDBG) funds for the rehabilitation of single-family owner-occupied housing to provide a suitable living environment by increasing the supply of safe, decent, affordable owner-occupied housing.

Taylor County will conduct a review of this project to comply with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800. We would like to invite you to be a consulting party in this review to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

To meet project timeframes, if you would like to be a consulting party on this project, please inform us of your interest within 30 days. If you have any initial concerns with impacts of the project on religious or cultural properties, please note those concerns in your response by contacting Jami Evans, Grants Coordinator, Taylor County at (850) 838-3553 or by e-mail at jevans@taylorcountygov.com and please copy J. Corbett Alday, Vice President, Guardian CRM, Inc., at (352) 437-3902 or e-mail at Corbett.Alday@GuardianCRM.com.



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August 9, 2021

Bureau of Historic Preservation
Florida Department of State
R.A. Gray Building
500 South Bronough Street, Room 423
Tallahassee, FL 32399-0250

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG)
Program
Broad-Level Tiered Environmental Review for Activity/Project that is
Categorically Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Environmental Review Contact:

Guardian CRM, Inc. is preparing a Tier 1 broad-level environmental review record for the above referenced project. We request your review of this proposed project to determine the potential for any adverse environmental and/or community impacts.

The Taylor County Single-Family Housing Rehabilitation program may supply Community Development Block Grant (CDBG) funds for the rehabilitation of single-family owner-occupied homes and sewer connection grants to income eligible residents within Taylor County.

The proposed project consists of housing rehabilitation to scattered sites yet to be determined throughout Taylor County, however a site-specific analysis will be conducted as each site is identified in order to establish compliance with 24 Code of Federal Regulations parts 58.5 and 58.6.

Enclosed you will find applicable maps with the overall area identified. The County seeks to complete an Unspecified Site Strategy Broad-Level Tier 1 review to allow for use of CDBG funding for these activities as needed.

All necessary construction permits will be obtained before notice to proceed. If you feel there will be any other impacts, or have questions or comments please contact Jami Evans Grants Coordinator at (850) 838-3553, Taylor County, 401 Industrial Park Drive, Perry, FL 32347 or by email at jevans@taylorcountygov.com. Please

also copy J. Corbett Alday of Guardian CRM, Inc. at
Corbett.Alday@GuardianCRM.com.

Sincerely,

Thomas Demps
Chairman – Taylor County Board of County Commissioners



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August 9, 2021

Muscogee (Creek) Nation
ATTN: Corain Lowe-Zepeda THPO
PO Box 580
Okmulgee, FL 74447

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Ms. Lowe-Zepeda,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

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Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
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August 9, 2021

Coushatta Tribe of Louisiana
ATTN: David Sickey - Chairman
PO Box 818
Elton, LA 70532

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Mr. Sickey,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

The Taylor County Single Family Housing Rehabilitation program may supply Community Development Block Grant (CDBG) funds for the rehabilitation of single-family owner-occupied housing to provide a suitable living environment by increasing the supply of safe, decent, affordable owner-occupied housing.

Taylor County will conduct a review of this project to comply with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800. We would like to invite you to be a consulting party in this review to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

To meet project timeframes, if you would like to be a consulting party on this project, please inform us of your interest within 30 days. If you have any initial concerns with impacts of the project on religious or cultural properties, please note those concerns in your response by contacting Jami Evans, Grants Coordinator, Taylor County at (850) 838-3553 or by e-mail at jevans@taylorcountygov.com and please copy J. Corbett Alday, Vice President, Guardian CRM, Inc., at (352) 437-3902 or e-mail at Corbett.Alday@GuardianCRM.com.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

August 9, 2021

Alabama-Coushatta Tribe of Texas
ATTN: Nita Battise - Chairperson
571 State Park Road 56
Livingston, TX 77351

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Ms. Battise,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

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Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

August 9, 2021

Miccosukee Tribe of Indians
ATTN: Fred Dayhoff, Historical Preservation Officer
HC61SR68 Old Loop Road
Ochopee, FL 34141

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Mr. Dayhoff,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

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

August 9, 2021

Choctaw Nation of Oklahoma
ATTN: Ian Thompson - THPO
PO Box 1210
Durant, OK 74702

Subject: Taylor County
Florida Small Cities Community Development Block Grant (CDBG) Program
Broad-Level Tiered Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Single Family Housing Rehabilitation
CDBG Grant 22DB-OP-03-72-01-H05
Request for Comments

Dear Mr. Thompson,

Taylor County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Taylor County has assumed the environmental review responsibilities for the project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

The Taylor County Single Family Housing Rehabilitation program may supply Community Development Block Grant (CDBG) funds for the rehabilitation of single-family owner-occupied housing to provide a suitable living environment by increasing the supply of safe, decent, affordable owner-occupied housing.

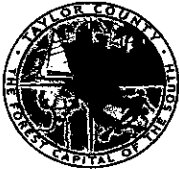
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the State Housing Initiative Partnership (SHIP) Closeout Report for FY 2018-2019 and the FY 2018/2019, 2019/2020, and 2020/2021 Annual Report and Local Housing Incentives Certification.

MEETING DATE REQUESTED:

August 17, 2021

Statement of Issue:

Board to approve the SHIP Closeout Report for FY 2018/2019, and the Annual Report and Local Housing Incentives Certification.

Recommended Action:

Approve the SHIP FY 2018/2019 Close Out Report and Annual Reports and Certification for FY 2018/2019, 2019/2020, and 2020/2021.

Fiscal Impact:

The Annual Reports and Certification are a requirement to be eligible for SHIP funding. The County has been awarded and received \$350,000 2021/2022 SHIP funds. There is no match required from the County.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County is required to submit Annual Reports, and Certifications on all open SHIP grants. The 2018/2019 Annual Report closes out that grant. The SHIP Program provides assistance to qualified homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are currently not eligible for assistance. The County provides a maximum of \$35,000 for rehabilitation assistance, \$110,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers.

Attachments:

**SHIP Closeout Report for FY 2018/2019 and Annual Report
and Local Housing Incentives Certification for FY
2018/2019, 2019/2020, and 2020/2021.**

Title: SHIP Annual Report

Taylor County FY 2018/2019 Closeout

Report Status: Submitted

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance	\$7,000.00	1				
3	Rehabilitation	\$25,191.00	1				
4	Demolition / Reconstruction	\$272,907.65	3				

Homeownership Totals: **\$305,098.65** **5**

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
------	----------	-----------------	-------	-------------------	-------	---------------------	-------

Rental Totals:

Subtotals: **\$305,098.65** **5**

Additional Use of Funds

Use	Expended
Administrative	\$35,000.00
Homeownership Counseling	
Admin From Program Income	
Admin From Disaster Funds	

Totals:	\$340,098.65	5	\$0.00	\$0.00
----------------	---------------------	----------	---------------	---------------

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

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$36.19
Program Income (Payments)	\$0.00
Recaptured Funds	\$0.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	-\$3,949.19
Total:	\$346,087.00

*** Carry Forward to Next Year: \$5,988.35**

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

Form 2

Rental Unit Information

Description	Eff	1 Bed	2 Bed	3 Bed	4 Bed
ELI	312	367	533	671	750
VLI	452	485	582	672	750
LOW	723	775	931	1,075	1,200
MOD	1,086	1,164	1,398	1,614	1,800
Up to 140%	1,267	1,358	1,631	1,883	2,100

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

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$305,098.65	100.00%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$305,098.65	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$305,098.65	\$346,050.81	88.17%	65%
Construction / Rehabilitation	\$298,098.65	\$346,050.81	86.14%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	Total Available Funds %
Extremely Low	\$86,673.50	25.04%
Very Low	\$125,091.65	36.14%
Low	\$86,333.50	24.95%
Moderate	\$7,000.00	2.02%
Over 120%-140%		.00%
Totals:	\$305,098.65	88.16%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$86,673.50	1		0	\$86,673.50	1
Very Low	\$125,091.65	2		0	\$125,091.65	2
Low	\$86,333.50	1		0	\$86,333.50	1
Moderate	\$7,000.00	1		0	\$7,000.00	1
Over 120%-140%		0		0	\$0.00	0
Totals:	\$305,098.65	5	\$0.00	0	\$305,098.65	5

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Rehabilitation	Perry		1				1
Demolition / Reconstruction	Perry	1	1	1			3
Purchase Assistance	Perry				1		1
Totals:		1	2	1	1		5

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Rehabilitation	Perry			1		1
Demolition / Reconstruction	Perry	1		1	1	3
Purchase Assistance	Perry			1		1
Totals:		1		3	1	5

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Rehabilitation	Perry	1			1
Demolition / Reconstruction	Perry		3		3
Purchase Assistance	Perry		1		1
Totals:		1	4		5

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
Rehabilitation	Perry		1					1

Demolition / Reconstruction	Perry	2	1				3
Purchase Assistance	Perry		1				1
Totals:		2	3				5

Demographics (Any Member of Household)

Description	List/Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Rehabilitation	Perry				0
Demolition / Reconstruction	Perry			1	1
Purchase Assistance	Perry				0
Totals:				1	1

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

Description	Special Target Group	Expended Funds	Total # of Expended Units
Demolition/Reconstruction	Service Industry	86,333.50	1
Purchase Assistance	Building Trades	7,000.00	1

orm 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Implemented, in LHAP	2009
Ongoing review process		Required	Implemented, in LHAP	2009

Support Services

Homeownership Counseling- an 8 hour workshop 1s offered to those whom app1y for the Homebuyer Assistance strategy. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender and the application and closing process.

Other Accomplishments

None

Availability for Public Inspection and Comments

A legal advertisement ran in the local newspaper to inform the public that Taylor County's SHIP Annual Report is available for review upon request from the County's local Grants Office.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: 39

Mortgage Foreclosures

A. Very low income households in foreclosure: 0

B. Low income households in foreclosure: 0

C. Moderate households in foreclosure: 0

Foreclosed Loans Life-to-date: 0

SHIP Program Foreclosure Percentage Rate Life to Date: 0.00

Mortgage Defaults

A. Very low income households in default: 3

B. Low income households in default: 0

C. Moderate households in default: 0

Defaulted Loans Life-to-date: 3

SHIP Program Default Percentage Rate Life to Date: 7.69

Strategies and Production Costs

Strategy	Average Cost
Demolition/Reconstruction	\$90,969.22
Purchase Assistance	\$7,000.00
Rehabilitation	\$25,191.00

Expended Funds

Total Unit Count: 5

Total Expended Amount: \$305,099.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Rehabilitation	Carvajal Cook	112 Blalock St.	Perry	32348	\$25,191.00	
Demolition/Reconstruction	Kaitlyn Holmes	117 Tippet Dr.	Perry	32348	\$86,333.50	
Demolition/Reconstruction	Thomas Mixon	1307 S. Sparrow St.	Perry	32348	\$86,673.50	
Demolition/Reconstruction	Laura Campbell	208 Susan St.	Perry	32348	\$99,900.65	
Purchase Assistance	Edwin Island	804 N. Calhoun St.	Perry	32348	\$7,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Government Services Group, Inc.	Consultant	All	Administration, Work Write Ups, Inspections	\$35,000.00

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$36.19
Total:	\$36.19

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	0
Approved	0
Denied	0

Explanation of Recaptured funds

Description	Amount
	\$0.00
	\$0.00
	\$0.00
Total:	\$0.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

135,867.00

Or

Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Rehabilitation	\$25,191.00	1		
4	Demolition/Reconstruction	\$99,900.65	1		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Receiving Supplemental Security Income	\$25,191.00	1		
(4) Demolition/Reconstruction	Receiving Supplemental Security Income	\$99,900.65	1		

Provide a description of efforts to reduce homelessness:

Taylor County will provide Down Payment Assistance to all eligible applicants as long as funds are available.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	\$350,000.00	
Program Income		
Program Funds Expended		
Program Funds Encumbered	\$375,000.00	
Total Administration Funds Expended	\$35,000.00	
Total Administration Funds Encumbered		
Homeownership Counseling		
Disaster Funds		
65% Homeownership Requirement	\$375,000.00	107.14%
75% Construction / Rehabilitation	\$375,000.00	107.14%
30% Very & Extremely Low Income Requirement	\$350,000.00	100.00%
30% Low Income Requirement	\$25,000.00	7.14%
20% Special Needs Requirement	\$225,000.00	64.29%
Carry Forward to Next Year		

Interim Year 2	
State Annual Distribution	
Program Funds Expended	
Program Funds Encumbered	

LG Submitted Comments:

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

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

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2018/2019 and interim years 2019/2020 and 2020/2021
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.00.

Staff Member responsible for submitting annual report to FHFC: Melody Cox, Grant Administrator

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

Thomas Demps, Chair

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve and ratify grant application submitted to the Gulf Consortium for the Keaton Beach and Steinhatchee Boat Ramps By -Pass Project Feasibility Study.

MEETING DATE REQUESTED:

August 17, 2021

Statement of Issue: Board to approve and ratify grant application for the Feasibility Study submitted to the Gulf Consortium for approval.

Recommended Action: Approve and ratify the grant application for the Feasibility Study.

Fiscal Impact: The County is requesting funding in the amount of \$367.905 for the Feasibility Study and associated costs. The County will not be providing a cash match.

Budgeted Expense: This project will be budgeted upon execution of a grant agreement which is estimated to be March 2022.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board had approved including the By-Pass Project in the State Expenditure Plan (SEP) November 17, 2020. Upon approval of the application by the Gulf Consortium, the grant application will be submitted to the Department of Treasury for further review and approval. It is estimated the approval process will take six months. The Feasibility Study will determine if vehicular by-passes at Keaton Beach and Steinhatchee Board Ramp is feasible and if so what will be required to construction the by-pass such as necessary land acquisitions and environmental and permitting requirements.

The Gulf Consortium recently approved grant applications for the rehabilitation of Hodges Park and the possible acquisition of the Spring Warrior site. The approved grants

**are now in the review process with the Department of
Treasury**

Attachments:

Grant Application Documents.



Application ▾

Close (/sp/workflow/gulfconsortium_sep_projects?path=29060680)

In order to complete this form, please complete all required fields.

You can save this as a draft and return later to complete by clicking "Save Draft" at the bottom of the page.

When you are ready to submit this section, please click the blue "Save" button at the bottom of the page.

Once you have clicked "Save" you will be redirected to the Submission Page.

DO NOT open up your application in two separate windows. You may lose your work.

Subaward Application for Florida SEP Projects

This form collects information on projects in Florida's State Expenditure Plan

Project Information

Please click here to view Grant Resources (<https://www.gulfconsortium.org/grant-resources>)

Project Name

Keaton Beach and Steinhatchee Boat Ramps By-Pass Project

Project Number in approved SEP

10-3

DUNS #

Note: if you do not have a DUNS # please enter 0

065887796

EIN #

59-6000879

Project Start Date

10/01/2021

Project End Date

05/30/2023

Primary Council Goal

Restore and Revitalize the Gulf Economy

Primary Council Objective

Restore, Improve, and Protect Water Resources

Milestones included - list the portions of the project for which funding is requested

Project Management
Feasibility Study

How much funding are you applying for?

\$367,905.00

Are others providing you funding on this project as well?

No

Attachments

The following items should be attached. Please see templates in the guidance document at (<https://www.gulfconsortium.org/grant-resources>)
(<https://www.gulfconsortium.org/grant-resources>)

Abstract - Word document

By-Pass Abstract July 2021.docx 

Project Narrative - Word document

Restore Project Narrative By-Pass 7-26-21.docx 

Budget Narrative - Word document

Restore Budget Narrative By-Pass 7-28-21.docx 


Budget Table - Excel document

By-Pass Budget Spreadsheet August 2021.xlsx 

Milestone Information - Word document

By-Pass Milestones.docx 

Metrics Information - Word document

By-Pass Metrics 7-28-21.docx 

Environmental Compliance Checklist - Word document

GC ByPass Environmental Comp Checklist July 2021.docx 

Plans or Permits**Project Map(s) - PDF or Word document**

Keaton & Steinhatchee Boat Ramp Maps.pdf 

GIS data - zipped shapefiles

Keaton Beach & Steinhatchee Boat Ramps GIS Shapefiles (2).zip 

Data Management Plan - Word documentData Management Plan By-Pass.docx **Observational Data Plan - Word document**Observational Data Plan By-Pass.docx **Cash drawdown and Leveraged Funding - Spreadsheet or Word document**By-Pass Leveraged Funds Form.xlsx **Submitted Date**

08/04/2021

File Upload - additional if needed 1Keaton & Steinhatchee Boat Ramps PA Report.pdf **File Upload - additional if needed 2****File Upload - additional if needed 3****File Upload - additional if needed 4**

POWERED BY

wizehive

(http://www.wizehive.com/)



Abstract

The Gulf Consortium, through its sub-recipient Taylor County will complete a Feasibility Study to determine if it is a viable option to construct by-passes at Keaton Beach Boat Ramp and Steinhatchee Boat Ramp. Both boating facilities currently have congested, often unsafe vehicular traffic conditions due to the high usage and limited roadway access. The Feasibility Study will include, but not be limited to: (1) environmental studies; (2) land acquisition requirements or needs; (3) cultural resource assessments; (4) permitting requirements; (5) regulatory and possible mitigation measures that may be required to protect the coastal habitat; (6) traffic studies; and, (7) design, engineering, and construction costs.

Taylor County will procure a qualified firm through the competitive bid process to complete the Feasibility Study. It is anticipated the project from grant award execution to completion will take 16 months to complete. The Feasibility Study is consistent with and addresses the Comprehensive Plan Goal:

Goal 5: Restore and Revitalize the Gulf Economy: Enhance the sustainability and resiliency of the Gulf Economy.

The project is consistent with and address the Council objectives:

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

Taylor County tourism and local economy is dependent on recreational boating, fishing, and scalloping. The Feasibility Study will provide the County critically needed information to address vehicular traffic congestion at the primary, heavily used boating facilities at Keaton Beach and Steinhatchee. Roadway infrastructure improvements will increase and enhance access to the Gulf and increase tourism and economic development opportunities.



PROJECT NARRATIVE

Project Title

Keaton Beach and Steinhatchee Boat Ramps By-Pass Project Feasibility Study
Project No: 10-3

Introduction

The goal of the Feasibility Study Project is to determine if the construction of by-passes and/or road expansion is feasible in the immediate area of the two primary boating facilities in the County. Taylor County's tourism industry and local economy are dependent on recreational fishing and boating access to the Gulf via Keaton Beach and Steinhatchee Boat Ramps. At this time, vehicular traffic is excessively heavy in these areas often creating unsafe conditions. It is anticipated if by-passes and/or road expansion is feasible the traffic congestion can be alleviated creating an enhanced and safer boating experience. The road infrastructure will enable the County to expand and develop additional economic opportunities in the Big Bend region on the Gulf.

The project addresses the Comprehensive Plan Goals:

Goal 5: Restore and Revitalize the Gulf Economy:
Enhance the sustainability and resiliency of the Gulf economy.

and is consistent with:

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

The outcome of the Feasibility Study will determine the County's next steps for the road infrastructure improvements. The project is consistent with and addresses RESTORE eligible activities:

Eligible Activity 6: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.

Eligible Activity 10: Promotion of tourism in the Gulf Coast region, including recreational fishing.

Public Engagement and Collaboration

Keaton Beach and Steinhatchee Boat Ramps are heavily used year round and traffic congestion and the associated impacts have been an ongoing issue for years. Public input by both local citizens and residents as well as the many visitors to the area have been the driving force to address the need for by-passes and/or road expansion at these sites. The County had not previously addressed the issue due to fiscal constraints. Economic growth and development is currently limited at the County's coastline until road infrastructure improvements are addressed. The Feasibility Study and associated by-pass projects have been discussed in numerous public meetings and workshops for several years.



Methodology / Approach

The objective of the Keaton Beach and Steinhatchee Boat Ramps Feasibility Study project is to determine if by-passes and/or road expansion is the most feasible and best way to address the serious vehicular traffic congestion and associated safety issues at the County's two primary and very busy boat ramps. The proposed by-passes and/or road expansion will provide for safer vehicular traffic conditions and increased and enhanced access to the Gulf for the thousands of recreational boaters who launch from Keaton Beach and Steinhatchee.

Scope of work (What and How)

The scope of work will consist of a Feasibility Study. The Feasibility Study will include at a minimum: (1) environmental assessments; (2) traffic studies; (3) land acquisition options and needs; (4) estimate of acquisition costs; (5) permitting and regulatory requirements; (6) mitigation measures that may be needed; and (7) design, engineering, and construction costs.

Roles and responsibilities (Who)

Organization/ Agency/Company	Role	Duties
<i>The Gulf Consortium</i>	<i>Grant recipient – project implementation</i>	<i>Grant application preparation, grant management, performance and financial monitoring and reporting, sub-recipient agreement development, procurement reviews, fiscal services</i>
<i>Taylor County</i>	<i>Will provide and prepare procurement documents and serve as Project Manager to complete project</i>	<i>Prepare all bid documents, review bids received, award and issue contract to selected firm, serve as Project Manager, provide information to contractor/consultant needed for study, coordinate financial and reporting requirements of grant, and project closeout</i>
<i>To be determined by Competitive Bid Process</i>	<i>Consultant/Contractor to complete Feasibility Study</i>	<i>Feasibility study as per project bid documents and associated contract</i>

Location (Where)

The Keaton Beach Boat Ramp is located at 20131 Beach Road, Perry, Florida 32348. The Steinhatchee Boat Ramp is located at 100 1st Avenue SE, Steinhatchee, Florida 32359. It is approximately 35 miles from the City of Perry. Both boat ramps are located in an area which is known as the "Big Bend Region" or "Nature Coast". Location maps and GIS files are attachments to the grant application.

Project/Program Duration (When)

The anticipated start date for the Feasibility Study is May 1, 2022 with a project close out date of May 30, 2023. Due to the detail and studies required of the feasibility study the County anticipates the



contractor/consultant will need one year (12 months) to complete the project. As per the Budget Narrative, the total Performance Period is October 1, 2021 to May 30, 2023 which includes the pre-award work which will be completed by the Balmoral Group.

Approach (How)

Upon approval of the grant application by the Gulf Consortium, the County will begin preparation of the bid documents to procure the services of a qualified contractor/consultant to prepare and complete the Feasibility Study. The County Engineer will serve as Project Manager and has a great deal of road infrastructure and construction experience as well as environmental and regulatory requirement experience. The Grants Department will provide grant administration, financial, and project reporting oversight. Engineer and Grants staff will ensure all elements of the Scope of Work are completed as per grant contract and bid document requirements.

Supporting Information (Why)

Both Keaton Beach and Steinhatchee Boat Ramps currently have serious vehicular traffic congestion particularly from May thru September. The congestion has been an ongoing issue for years but it has substantially increased the past five years. The objectives of the by-pass project(s) are to: (1) improve public access to the Gulf; (2) take pressure off of inadequate infrastructure at Keaton Beach and Steinhatchee; (3) provide safer conditions for the thousands of recreational boaters in these areas; and (4) benefit and enhance the local and regional economy by providing the infrastructure to accommodate and support a greater number of visitors to Taylor County in a boater and tourism friendly manner.

Risks and Uncertainties

As the project only consists of the Feasibility Study at this time, the Feasibility Study will determine if the construction of a by-pass and/or road expansion is feasible at Keaton Beach Boat Ramp and Steinhatchee Boat Ramp. The Feasibility Study will actually eliminate the uncertainties and potential risks associated with the construction of roadway infrastructure in the immediate area of the heavily used boating facilities. The Study will enable the County to formulate a strategy as to how heavy vehicular traffic and safety issues will be addressed and resolved at Keaton Beach and Steinhatchee.

Leveraged funds

No leveraged funds will be used for the Feasibility Study. County staff will be providing project management and grant administrative services. As a fiscally constrained County and a designated Rural Area of Opportunity (RAO) and on of economic concern, the County does not have additional funds available. The County will apply for leveraged funds if it is determined the construction of by-passes and/or road expansion is feasible.

Metrics

The Keaton Beach and Steinhatchee Boat Ramps By-Pass Project is consistent with and addresses "Object 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects", the project is consistent with Metric RES007 (# of improvements to recreational habitat/infrastructure). Detailed Metrics information is an attachment to the grant application.



Environmental Benefits

The Feasibility Study will provide the County information needed to address any potential environmental impacts with the construction of by-passes and/or road expansions at Keaton Beach and Steinhatchee Boat Ramps. The study will provide information needed for obtaining an Environmental Resource Permit (ERP) and if any mitigation measures are needed or required.

Environmental Compliance

The Environmental Compliance Checklist is an attachment to the grant application. This phase of the by-pass project is for a Feasibility Study only which does not require environmental compliance at this time.



BUDGET NARRATIVE

1.0 SUMMARY AND JUSTIFICATION

- Funding in the amount of \$367,905 is being requested.
- Funding will be used to procure the services of a qualified firm thru the competitive bid process to complete a Feasibility Study for the Keaton Beach and Steinhatchee Boat Ramps By-Pass Project.
- Funding will also support project management, including financial and technical oversight, legal support, and fiscal services as per services contracted by the Gulf Consortium.
- The County will provide grant administration, procurements of services, and serve as the project manager providing oversight of the firm selected for the Feasibility Study.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$367,905.00
<i>Total Pre-Award Funds Requested</i>	<i>\$ 6,600.00</i>
<i>Total Direct Costs Requested</i>	<i>\$367,905.00</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$0</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

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

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

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

3.1 PERSONNEL

No costs will be incurred by Personnel for project.



3.2 FRINGE BENEFITS

No fringe benefits costs will be incurred for project.

3.3 TRAVEL

No travel costs will be incurred for project.

3.4 CONSTRUCTION and LAND ACQUISITION

No construction and land acquisition costs will be incurred for this project.

3.5 EQUIPMENT

No equipment costs will be incurred for this project.

3.6 SUPPLIES

No supply costs will be incurred for project.

3.7 OTHER DIRECT COSTS

No direct costs will be incurred for project.

3.8 SUBRECIPIENTS

As the sub-recipient of the grant, Taylor County will be expending the grant funds in compliance with 2 CFR 200 requirements and all federal, Gulf Consortium, and local procurement policies and procedures. The firm selected to complete the Feasibility Study will be selected thru the competitive bid process.

2.0 Pre-Award Costs

3.9 Contractors/Consultants

No grant funds will be retained or used to fund County staff who are involved in overseeing the project.

3.9 CONTRACTORS/CONSULTANTS

1. *Name of Contractor*—The Balmoral Group and Nabors, Giblin, & Nickerson will be the contractors providing management and legal services on the project. Additionally, Leon County is contracted by the Gulf Consortium to provide fiscal agent services. The contractor/consultant is to be determined after the County completes the competitive bid process.
2. *Method of Selection*—The Balmoral Group and Nabors, Giblin, & Nickerson were both competitively procured using Requests for Proposals and a selection committee appointed by the Gulf Consortium. An inter-local agreement with Leon County and the Gulf Consortium was developed in order for Leon County to serve as fiscal agent. The contractor/consultant procured to complete the Feasibility Study will be selected thru the competitive bid process.
3. *Period of Performance*—10/01/2021 to 05/30/2023 (total project completion); pre-award costs authorized for the Balmoral Group and Nabors, Giblin, & Nickerson to work on grant application



and sub-recipient agreements. It is anticipated the Feasibility Study will require 1 year (12 months) to complete.

4. *Scope of Work*—The scope of work for the Balmoral Group includes: grant application preparation and submission, grant management and sub-recipient monitoring, and all post-award reporting. Nabors, Giblin & Nickerson will be responsible for providing all legal services related to any contractual arrangements, including establishment of sub-recipient agreements. Fiscal agent (Leon County) will be responsible for an additional level of financial accountability and disbursement of funds to sub-recipients and contractual service providers. The scope of work for the firm selected to complete the Feasibility Study will include: environmental assessments, traffic studies, land acquisition options and needs, estimate of acquisition costs, permitting and regulatory requirements, mitigation measures that may be needed, and design, engineering, and construction costs.
5. *Method of Accountability*—The Gulf Consortium Board of Directors will be responsible for monitoring The Balmoral Group, Nabors, Giblin, & Nickerson, and the fiscal agent (Leon County). At Consortium board meetings, approximately 5 times per year, the board reviews expenses and accomplishments of Consortium consultants. The County will be responsible for monitoring the firm selected to complete the Feasibility Study and will be provided at a minimum monthly updates. The end product will be the completed Feasibility Study.
6. *Itemized Budget and Justification*—The following table summarizes the estimated costs for grant management services (The Balmoral Group; 36 hours/year; 61 hours total), legal services (Nabors, Giblin, & Nickerson, 30 hours total), and fiscal agent services (3 basis points on total costs). Fiscal agent services are budgeted at the rate agreed to between the Gulf Consortium and Leon County of 3 basis points of total disbursements. Note: only a portion of the total contractual costs for The Balmoral Group and Nabors, Giblin, & Nickerson are for pre-award efforts for grant application development: 30 hours for The Balmoral Group (\$5,100) and 6 hours for Nabors, Giblin, & Nickerson (\$1,500). The contractor/consultant fees and services have an estimated cost of \$350,000.
7. *NICRA* – NA

Organization	Description	Unit Cost	Quantity or Rate	Amount	Pre-Award Costs?
The Balmoral Group	Grant management, oversight, reporting	\$170/hr	61 hours	\$10,370.00	<input checked="" type="checkbox"/>
Nabors, Giblin, & Nickerson	Subrecipient agreements and legal services	\$250/hr	30 hours	\$7,500.00	<input checked="" type="checkbox"/>
Leon County Clerk	Fiscal agent services	3 basis points	% of total disbursements	\$35.00	<input checked="" type="checkbox"/>
TBD	Contractor/Consultant to complete Feasibility Study	TBD	TBD	\$350,000	<input type="checkbox"/>

TOTAL CONTRACTUAL: \$367,905.00



TOTAL OF DIRECT COSTS

\$367,905.00

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

There will be no indirect costs incurred for project.

5.0 PROGRAM INCOME

No program income will be incurred.

6.0 CASH DRAWDOWN PROJECTIONS

The following table summarizes the estimated cash drawdown projections:

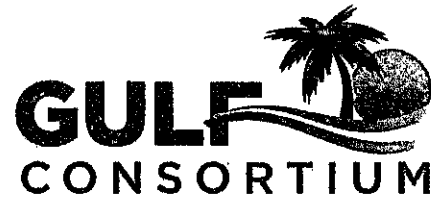
Expected Project Start Date	End of semi-annual fiscal period	Cash Drawdown Projection	Cumulative Total
01/01/22	06/30/22	\$ 26,600	\$ 26,600
07/01/22	12/31/22	\$150,000	\$176,600
01/01/23	06/30/23	\$191,305	\$367,905

Supplemental Budget Template

SF-424A / SF-424C

6	Object Class categories	Subrecipient Name (if known; if not known briefly describe anticipated role)					TOTAL (6)
		Taylor County					
		1	2	3	4	5	
a	Personnel						-
b	Fringe Benefits						-
c	Travel						-
d	Equipment						-
e	Supplies						-
f(1)	Contractual	367,905					367,905
f(2)	Subrecipient(s)						-
	Construction or Land Acquisition						
g1	- Construction Management / Legal Expenses						-
g2	- Land, Structures, etc.						-
g3	- Relocation						-
g4	- Architectural and Engineering fees, etc.						-
g5	- Project Inspection Fees						-
g6	- Site Work						-
g7	- Demolition and Removal						-
g8	- Construction						-
g9	- Equipment						-
g10	- Miscellaneous						-
	Construction SUBTOTAL (lines g1-g10)	-	-	-	-	-	-
g11	- Contingencies (applicable to construction only)						-
g	Total Construction/Land Acquisition Charges	-	-	-	-	-	-
h	Other						-
i	TOTAL Direct Charges (sum of 6a - 6h)	367,905	-	-	-	-	367,905
	Enter the federally approved indirect rate (%)	0.00%	0.00%	0.00%	0.00%	0.00%	
j	Allowable Indirect Charges *						-
k	TOTALS (sum of 6i and 6j)	367,905	-	-	-	-	367,905

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



Milestones

Milestone	Milestone Type	Description	Start Date	Expected Date	Milestone Plan Amount (\$)	Deliverable (Y/N)
Project Management	Project Oversight and Grants Management	Grant application development, oversight, legal and fiscal services	10/01/21	05/30/23	\$17,905.00	Yes
Pre-Award	Project Oversight and Grants Management	Advertise and receive bids, award bid, issue contract and Notice to Proceed	02/01/22	04/30/22	\$0	Yes
Feasibility Study	Planning	Preparation and completion of Feasibility Study	05/01/22	05/30/23	\$350,000.00	Yes
Project Management	Data Management and Reporting	Prepare and submit grant close out documents and Feasibility Study to Gulf Consortium and US Department of Treasury	05/30/23	06/30/23	\$0	Yes



Metrics Template

Keaton Beach and Steinhatchee Boat Ramps By-Pass Project

Template Name:	# of improvements to recreational habitat/infrastructure
Activity/ Outcome Name:	RES007- Recreational Infrastructure Completed

Baseline	0
Current	0
Grant/Project Completion	1 Feasibility Study completed for 2 recreational infrastructure improvements



Council Environmental Compliance Checklist

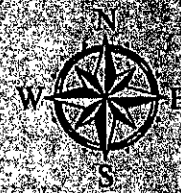
Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<i>This project is a feasibility study only.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

Keaton Beach Boat Ramp - GIS Map



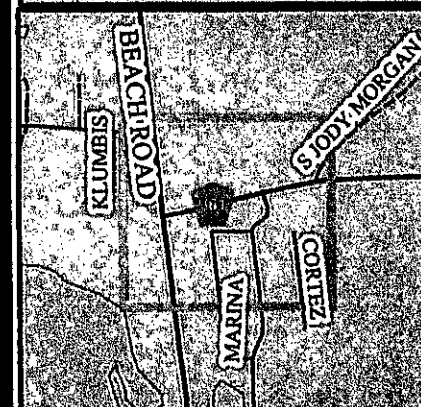
Legend

Parcel Boundaries



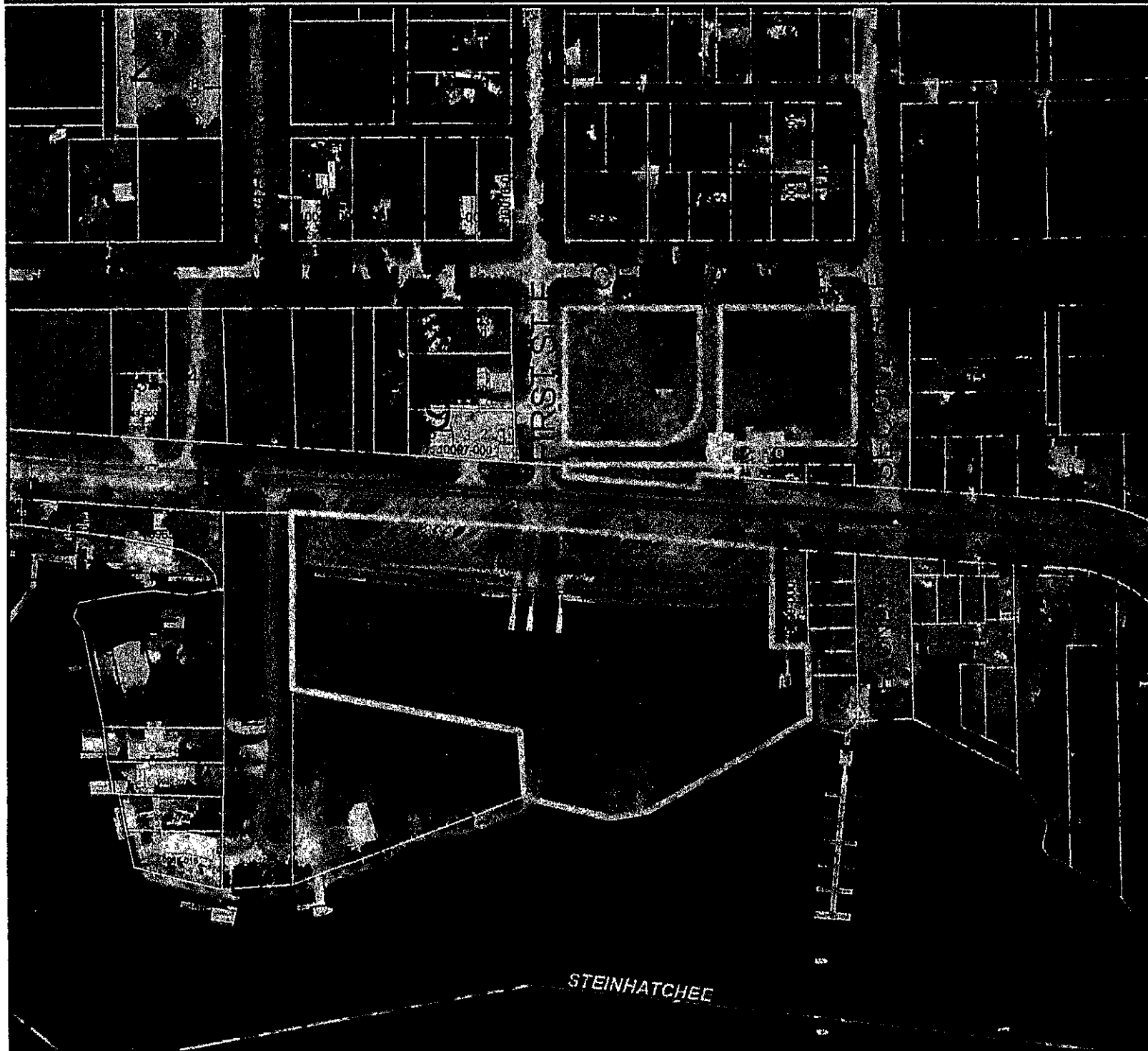
1 inch = 200 feet

Printed on: Dues, Tuesday, August 03, 2021



MAP PROVIDED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This map was prepared from the best available data and is not
guaranteed to be accurate. It is provided for informational purposes only.

Steinhatchee Boat Ramp - GIS Map



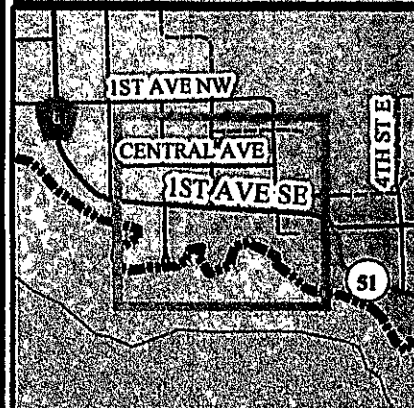
Legend

 Parcel Boundaries



1 inch = 200 feet

Printed on Date: Tuesday, August 03, 2021



MAP PREPARED BY: TAYLOR COUNTY ENGINEERING DEPARTMENT
Data collected by: Taylor County Engineering Department
County: Taylor County, Florida
Scale: 1 inch = 200 feet
Date: August 03, 2021



Preliminary Data Management Plan (DMP)

Project Information

Project name:

Keaton Beach and Steinhatchee Boat Ramps By-Pass Project

Agency:

Taylor County Board of County Commissioners

Project phase(s) to which this DMP pertains:

Implementation of the preparation and completion of a Feasibility Study.

Data Steward(s):

Gulf Consortium: Dan Dourte, 407-629-2185 ext. 113, ddourte@balmoralgroup.us

Sub-recipient: (Taylor County) Melody Cox, 850-371-0377, melody.cox@taylorcountygov.com

Expected data collection start date:

05/01/2022 (estimated)

Expected data collection end date:

05/30/2023 (estimated) The Feasibility Study will be used to determine the County's next steps on the By-Pass Project. Future phases will require new and additional data collection.

Brief project description:

The project is the completion of a Feasibility Study which will assist the County in determining if the construction of by-passes and/or road expansion is feasible at Keaton Beach and Steinhatchee Boat Ramps which currently do not have the road infrastructure needed to accommodate vehicular traffic in the area of the very busy boating facilities. The Feasibility Study will include but not be limited to: (1) environmental assessments; (2) traffic studies; (3) land acquisition options and needs; (4) estimate of acquisition costs; (5) permitting and regulatory requirements; (6) mitigation measures that may be needed; and (7) design, engineering, and construction costs.

Project location:

The Keaton Beach Boat Ramp is located at 20131 Beach Road, Perry, Florida 32348. The Steinhatchee Boat Ramp is located at 100 1st Avenue SE, Steinhatchee, Florida 32359. It is approximately 35 miles from the City of Perry. Both boat ramps are located in an area which is known as the "Big Bend Region" or "Nature Coast" and are in Florida's Congressional District 2.



General description of data collection activities (methods, sampling frequency, etc.):
Data collection will include: bid documents, bid reviews, Committee minutes, contract to firm selected to complete Feasibility Study, at a minimum monthly updates on Feasibility Study progress, change orders or contract amendments, completed Feasibility Study and any associated documents such as traffic study results, and environmental and regulatory studies. Data collection will also include additional documentation required for grant management and required reporting.

Estimated budget for data management:

\$5,000. This budget will be incorporated into the County's existing project management programs and will not utilize RESTORE funding.

Data Management Capabilities

Do you have in-house data management and metadata capacity? (Yes/No):

Yes

If yes, describe how this project's data and metadata will be:

1) Stored

Back up data is stored on-site and is also replicated in off-site bi-coastal data centers for additional records retention in the event of emergencies or natural disasters.

2) Archived

The data will be archived on-site on the County's server as well as off-site at bi-coastal data centers.

3) Made available to others (including delivery to the Council)

All applicable data is retrievable and the Feasibility Study as well as the bid documents and associated contract will be available through the Taylor County website. In addition, all electronic data will be forwarded to the RESTORE Council and Department of Treasury for review and approval.

Will project data/metadata use digital object identifiers (DOIs)?:

DOIs will not be used

Observational Data Types

Data type 1:

The data which will be available will be the completed Feasibility Study and associated materials and documents.

Frequency of collection:

Data related to the preparation, drafting, and completion of the Feasibility Study will be monthly at a minimum. The Feasibility Study and associated documents will be archived on the County's



server. Additional data related to the Feasibility Study will be collected and updated as the County moves forward with future phases of the By-Pass Project.

Duration of collection:

1 year

05/01/2022 to 05/30/2023 (estimated)

Data will be collected until the Feasibility Study is completed. If the construction of by-passes and/or road expansions is determined to be feasible, additional data will be completed and reported in the construction and land acquisition phases of the By-Pass Project.

Data storage format:

On the County's server and on Gulf Consortium servers and grant management system.

Data type 2:

Not applicable at this time. This will apply in the construction and land acquisition (if applicable) phases of the By-Pass Project.

Frequency of collection:

Not applicable at this time. TBD at a later date.

Duration of collection:

TBD

Data storage format:

Not applicable at this time.

Data type 3:

TBD at a later date.

Frequency of collection:

Not applicable at this time. TBD at a later date.

Duration of collection:

TBD

Data storage format:

All data for the Feasibility Study phase and the future construction and possible land acquisition phase of the By-Pass Project will be stored on the County's server and the Gulf Consortium servers and grant management system.



Observational Data Plan

Project Information

Project name:

Keaton Beach and Steinhatchee Boat Ramps By-Pass Project

Agency:

Taylor County Board of County Commissioners

Project phase (planning/implementation):

Planning (Feasibility Study)

Project phase(s) to which this ODP pertains:

Planning

Project ODP point(s) of contact:

Gulf Consortium: Dan Dourte, ddourte@balmoralgroup.us, 407-627-2185 Ext. 113; 165 Lincoln Ave, Winter Park, FL 32789

Sub-recipient: Taylor County – Melody Cox, melody.cox@taylorcountygov.com, 850-371-0377, 201 E. Green Street, Perry, FL 32347

Expected observational data collection start and end dates:

05/01/2022 to 05/30/2023 (estimated)

Other than the preparation of the Feasibility Study this phase of the By-Pass Project will have limited Observational Data.

Short description of the project location:

The Keaton Beach Boat Ramp is located at 20131 Beach Road, Perry, Florida 32348. The Steinhatchee Boat Ramp is located at 100 1st Avenue SE, Steinhatchee, Florida 32359. It is approximately 35 miles from the City of Perry.

Short description of the overall project construction features:

This phase of the project has no construction features. The project will consist of a Feasibility Study which will determine if the construction of by-passes and/or road expansion at the Keaton Beach and Steinhatchee Boat Ramps are feasible. The Study will include land acquisitions which may be needed, permitting and potential environmental impacts, and mitigation measures that may be required.



Overall project goals and objectives:

Completion of a Feasibility Study to determine if the construction of by-passes and/or road expansion is feasible at Keaton Beach and Steinhatchee Boat Ramps.

Specific goals and objectives:

The goal and objective of the project is to determine if the construction of by-passes and/or road expansions are feasible and what would be required if so feasible.

Identification of Metrics, Associated Measures, and Success Criteria for Each
Metrics to be reported:

1. RES007 – Recreational Infrastructure Completed

Success criteria for Metric 1 (Recreational Infrastructure Completed):
Preparation and completion of Feasibility Study.

Measure I: Contractor/Consultant

This measure includes completion and advertising of bid documents, receive and award bid, issue contract and Notice to Proceed to contractor/consultant.

Success criteria:

- a. Contractor/Consultant is awarded bid and the Notice to Proceed is executed and the Feasibility Study is underway.

Measure II: Completion of Feasibility Study

The Feasibility Study will be completed as per the bid documents and contract.

Success criteria:

- a. The Feasibility Study is completed and the County moves forward with the recommended steps to improve road infrastructure conditions at Keaton Beach and Steinhatchee Boat Ramps. The grant for this phase of the by-pass project will be closed out.

Measure III: Post-Construction

Not applicable.

Success criteria:

- a. Not applicable.



Identification and Discussion of the Reference Sites/Conditions

Reference conditions for Metric 1 (Recreational Infrastructure Completed):

Measure I. Pre-Construction Requirements

Not applicable

Measure II. Construction

Not applicable at this time as no construction will be completed. Construction will occur in future phases based on the outcome and recommendations of the Feasibility Study.

Measure III. Post-Construction

Not applicable. This phase has no construction measures. References sites/conditions will be applicable in future phases.

Baseline Condition Sampling/Data Mining Plans

The County will prepare all bid documents and bid the project as per 2 CFR 200 requirements and guidelines. The contractor/consultant awarded the bid will be licensed and qualified to prepare the Feasibility Study. The County Engineer will serve as the Project Manager. The current baseline is 0, and at the grant/project completion 1 Feasibility Study will be completed.

Baseline plan for Metric 1 (Recreational Infrastructure Completed):

Measure I. Pre-Construction Requirements

Baseline conditions are not applicable for this measure.

Measure II. Construction

As per the Metrics Chart, a Feasibility Study will be completed for a future Recreational Infrastructure Improvement. A copy of the Feasibility Study and all associated materials will document the baseline.

Measure III. Post-Construction

Not applicable for this phase of the project.

Potential Corrective Actions

Corrective actions for Metric 1 (Recreational Infrastructure Completed):

Measure I. Pre-Construction Requirements

The County will be responsible for all of the preparation of bid documents, awarding of contract to licensed and qualified contractor or consultant. No corrective actions are anticipated. In the event any changes to the initial scope of work in the bid documents or contract are required, the County will make an amendment to reflect these changes with approval of the Grantor.



Measure II. Construction

The preparation of the Feasibility Study will be closely supervised by the Project Manager. In the event there are any changes to the scope of work during the preparation of the Study, a Change Order will be issued to correct the problem and/or amend the scope of work. In the event the contractor/consultant cannot properly fulfill the scope of work or complete the work within the contract timelines and it cannot be properly negotiated with the County, the contract will be terminated and a new contractor will be selected. It is very unlikely this would occur as the County takes the bidding process very seriously with both a bid committee and the Board of County Commissioners reviewing bid documents, contracts, and selection of a contractor/consultant.

Measure III. Post-Construction

Not applicable for this phase of the By-Pass Project.

Observational Data Collection

Plan for Metric 1 (Recreational Infrastructure Completed):

Measure I. Pre-Construction Requirements

Purpose:

The County will ensure all 2 CFR 200 and federal procurement standards as well as any additional procedures of the Gulf Consortium are met in the selection of the Contractor/Consultant who is selected to complete the Feasibility Study.

Methods:

The bid documents and all associated materials will be available thru the County website and provide to the RESTORE Council and the Department of Treasury.

Schedule/Timing and Frequency:

It is estimated all steps will be completed by 05/30/2023. Observational Data Collection will be ongoing during this period.

Sample Size:

Not applicable.

Site Locations:

The Feasibility Study will be completed for Keaton Beach Boat Ramp located at 20131 Beach Road, Perry, Florida 32348 and Steinhatchee Boat Ramp located at 100 1st Avenue SE, Steinhatchee, Florida 32359.

Quality Assurance and Quality Control:

As the County will be preparing all documents "in house", quality assurance and quality control will be ensured every step of the way. All staff involved with the project have a great deal of



experience which includes design and engineering, procurement and preparation of bid documents, project management, and grant management.

Measure II. Construction

Purpose:

The purpose is to ensure the Feasibility Study scope of work is completed as per bid documents, and the Activity/Outcome RES007 – Recreational Infrastructure Completed Metric is successfully completed.

Methods:

The County Engineer will serve as the Project Manager and will closely monitor the contractor/consultant completing the Study. Grants administration staff will also be available to provide information and assist with both observational data collection and data management plan reporting.

Schedule/Timing and Frequency:

It is estimated the Feasibility Study will begin 05/01/2022 and the data collection will be at a minimum monthly during the study, draft, preparation, and completion.

Sample Size:

Not applicable.

Site Locations:

Keaton Beach Boat Ramp located at 20131 Beach Road, Perry, Florida 32348 and Steinhatchee Boat Ramp located at 100 1st Avenue SE, Steinhatchee, Florida 32359.

Quality Assurance and Quality Control:

With the County Engineer serving as Project Manager, quality assurance and quality control is ensured. This will enable the County to make any changes or take corrective measures (if needed) immediately.

Measure III. Post-Construction

Purpose:

Not applicable at this time as the Feasibility Study will be used to determine future measures the County will take to improve road infrastructure at the two boat ramps.

Methods:

TBD. The Feasibility Study will be used to determine future road/recreational infrastructure improvements.



Schedule/Timing and Frequency:

It is estimated the Feasibility Study will be completed by 05/30/2023. The County will use the data to determine future infrastructure improvement steps at Keaton Beach and Steinhatchee Boat Ramps.

Sample Size:

Not applicable.

Site Locations:

Keaton Beach Boat Ramp located at 20131 Beach Road, Perry, Florida 32348 and Steinhatchee Boat Ramp located at 100 1st Avenue SE, Steinhatchee, Florida 32359.

Quality Assurance and Quality Control:

Not applicable at this time. This phase of the By-Pass Project is for the completion of a Feasibility Study only. Construction will occur in future phases.

Anticipated Statistical Analysis

Analysis for Metric 1 (Recreational Infrastructure Completed):

Measure I. Pre-Construction Requirements

Not applicable.

Measure II. Construction

No statistical analysis is expected. The Feasibility Study will provide the data needed for the future construction of recreational (road) infrastructure improvements.

Measure III. Post-Construction

No statistical analysis is needed for this phase of the By-Pass Project.



Unforeseen Event Contingency

Contingency plans for Metric 1 (Recreational Infrastructure Completed):

Measure I. Pre-Construction Requirements

In the unlikely event a qualified contractor or consultant does not bid on the Feasibility Study, the County will determine why no bids or proposals were received and re-advertise and amend bid documents. The procurement process will comply with 2 CFR 200 and all federal standards and guidelines as well as the RESTORE Council. No delays are expected or anticipated.

Measure II. Construction

In the event the contractor's or consultant's contract needs extended, the timeline of the project milestones will be amended and extended. With the County working closely with the contractor/consultant and serving as Project Manager the Feasibility Study should be able to be completed within the estimated 1 year (12 months).

Measure III. Post-Construction

Not applicable for this phase of the project.

Consistency with Local or Regional Planning/Monitoring Efforts

Keaton Beach and Steinhatchee Boat Ramps By-Pass Project and the associated Feasibility Study is consistent with the RESTORE Council Comprehensive Plan Goals. The study will provide the County information needed to move forward with construction majors (if feasible) which will include environmental impacts and potential regulatory and permitting requirements.

Observational Data Collection and Reporting Budget

Estimated total budget for observational data collection:

\$0

Metric 1: Recreational Infrastructure Completed

Measure I. Pre-Construction Requirements

Activities will include preparation of bid documents, and award of contract and execution thereof the selected contractor/consultant. All documents will be provided to the RESTORE Council and the Department of Treasury and stored on the County server. The County will not be expending any RESTORE funds for Observational Data Collection. \$0 are budgeted.

Measure II. Construction

The County will provide the RESTORE Council and the Department of Treasury copies of the Feasibility Study and associated materials. The documents will be available and stored on the County's server. The County will not be expending any RESTORE funds on Observational Data Collection.



Measure III. *Post-Construction*

Not applicable. The Feasibility Study and associated materials will be stored on the County's server and archived. The County will not be expending any RESTORE funds for this measure.

Estimated total budget for observational data reporting:

\$0. No RESTORE funds will be used for data reporting.

Estimated budget for contingency monitoring:

\$0. No RESTORE funds will be used for data reporting.

Location of observational data costs in Overall Project Budget, Budget Narrative or Milestones:

Observational data collection costs:

No RESTORE funds will be expended.

Observational data reporting costs:

No RESTORE funds will be expended.

Contingency monitoring:

No RESTORE funds will be expended.

Data Review and Reporting

Not applicable. No RESTORE funds will be used for data review and reporting.

Literature Cited

Not applicable for this project.

Leveraged Funds

No Leveraged Funds Will Be Used

input data here ↓

Status

Source

Source Type

Type

Description

Planned Amount



Overview



Legend

- ☐ Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	06825-400	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	35-07-07	Class	Vacant		KEATON RAMP, P O BOX 620
Property Address	20131 BEACH RD	Acreage	3.5		PERRY FL 32348
	CO				

District CO

Brief Tax Description LEG 0003.50 ACRES - COM SE COR OF NE 1/4 TH W 706.29 FT - TO SE COR KEATON BCH U-2 TH N - 105.98 FT N 5D W 836.04 FT TO NE - COR OF SUB TH W 245.14 FT N 10 FT - FOR POB TH N 267.05 FT TO S RW - HWY 361 TH S 77D W ALG RW 928.99 FT - TO E RW KEATON BCH RD TH S 5D E - 56.82 FT E 902.39 FT TO POB - ALSO: COM SE COR OF NE 1/4 RUN - N 88D 58M W 706.29 FT TH N 105.98 - FT N 89D 17M W 1149.07 FT TO ERW - SR 361 TH NWLY ALG CURVE OF RW ARC - DIST 233.82 FT TH N 5D 57M W ALG - RW 602.22 FT TO POB TH S 89D 17M E - 1148.01 FT S 5D 47M E 10.06 FT - N 89D 17M W 1148.01 FT N 5D 47M W - 10.06 FT TO POB - OR 429-809 & 430-851 - ALSO: COM NW COR LOT 90 RUN S 89D - 17M 00S E ALG BLUE CREEK DR RW - 51.05 FT TH S 05D 47M 00S E 41.24 - FT TO NE COR CANAL TH S 84D 13M 00S - W ALG CANAL 50 FT TO SW COR LOT 90 - TH N 05D 47M 00S W 46.31 FT TO POB - OR 443-201 - ALSO: COM NW COR LOT 91 RUN S 89D - 17M 00S E ALG S RW BLUE CREEK DR - 100.91 FT TO POB TH S 89D 17M 00S E - ALG RW 50.34 FT S 06D 04M 35S E - 47.02 FT S 84D 13M 00S W 50 FT N - 06D 03M 45S W 52.72 FT TO POB - OR 518-47 - LESS A PARCEL N OF LOT 91 DESC IN - OR 518-48 - SUBJ TO ESMT IN OR 521-913 - KEATON BEACH BOAT RAMP -

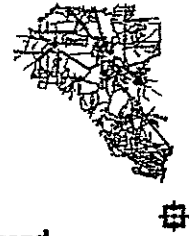
(Note: Not to be used on legal documents)

Date created: 8/4/2021
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Overview



Legend

- ☐ Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID 10001-000
Sec/Twp/Rng 26-09-09
Property Address 109 FIRST AVE SE
CO

Alternate ID n/a
Class Improved
Acreage 0.0001607

Owner Address TAYLOR COUNTY
P O BOX 620
PERRY FL 32348

District CO
Brief Tax Description LEG 0007.34 ACRES - STEINHATCHEE SUB & STEINHATCHEE - SHORES & IDEAL MARINA SUB - ALL OF STEINHATCHEE SHORES & IDEAL - MARINA SUB ALSO LOT 6 BLK 97 OF - STEINHATCHEE SUB LYING N OF - RIVERSIDE DR ALSO COM PI W LINE BLK - 99 & S RW SR S-51 S 69 FT TO POB - S 84 D E 20.06 FT S 38.5 FT S 71 D E - 145.02 FT S 12 D W 8.37 FT N 71 D W - 164.09 FT S 141.8 FT S 79 D E 338.56 - FT S 3 D E 95 FT S 70 D E 22.39 FT - N 73 D E 405.77 FT N 86.7 FT W 50 FT - N 154.07 FT N 84 D W 702.47 FT S 69 - FT TO POB - OR 656-123 660-771 670-133 692-622
(Note: Not to be used on legal documents)

Date created: 8/4/2021
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12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of draft purchasing policy.



MEETING DATE REQUESTED:

08/17/2021

Statement of Issue: The Board to consider approval of draft purchasing policy to include new Federal mandates.

Recommended Action: Approve

Fiscal Impact:

Budgeted Expense:

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 ext. 107

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The U.S. Department of Treasury issued new guidelines that are mandated for Federal grants in 2021. The Board approved the Purchasing Levels of Authority on 11/06/2017 to supplement the manual. With the passing of new Federal mandates, staff drafted an amended purchasing manual to combine the new federal mandates, Restore Act purchasing requirements, the old purchasing manual, and the Purchasing levels of authority. The draft Purchasing policy is intended to replace the previous Purchasing policy and Purchasing Levels of Authority policy.

Options: Approved, Amend, or Deny

Attachments: Draft Purchasing Policy
Approved Purchasing Policy



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:

Title:

Effective Date:

PURCHASING POLICY

PURPOSE

The purpose of this policy is to establish uniform guidelines for the procurement of materials and services. The manual is intended to help the departments understand the system, duties, and responsibilities of those involved in the purchasing process and to provide a foundation for effective, consistent and complete consideration of all aspects of the procurement task.

It shall be the individual responsibility of each county employee involved in the procurement process to understand and adhere to the adopted purchasing policies, procedures and regulations of Taylor County and the State of Florida. The payment of any unauthorized purchases shall be the sole responsibility of the person placing the order.

This purpose of this policy is to also establish guidelines for sub-recipient procurement and to provide guidance for meeting the requirements under 2 CFR including 2 CFR part 200.322 for Procurement of Recovered Materials, including compliance with section 6002 of the Solid Waste Disposal Act, and Appendix II to 2 CFR part 200 for Contract Provisions for Non-Federal Entity Contracts under Federal Awards. This policy is intended to replace policy 3.01.01 The Responsibilities and Functions of the Purchasing Department and policy 3.01.05.01 Purchasing Levels of Authority.

SECTION 1

THE RESPONSIBILITIES AND FUNCTIONS OF THE PURCHASING DEPARTMENT

Purchasing is responsible for establishing and administering purchasing policies; initiating reports necessary to permit analysis of purchasing performance; and the analysis and comparison of prices paid for inventory materials. The purchasing Department provides purchasing assistance to all the departments under the Board of County Commissioners and aids assists any constitutional office that requests assistance in purchasing.

The primary objectives are:

- To procure supplies at the least expense to the County while insuring quality.
- To promote an understanding of sound purchasing policy and procedures throughout all the departments of the County.
- To determine the most efficient and economical means of securing an item or service without sacrificing desirable control and principle of sound purchasing practices.
- Encourage competition and endeavor to obtain as full and open competition as possible on purchases.
- Work with the departments to promote good will between the County and its suppliers.
- To exchange ideas and information with other public purchasing agencies.

The Purchasing department shall serve as the central purchasing unit of Taylor County and develop and administer operational procedures governing the internal functions of this area. Except as otherwise specifically provided in this policy, the Purchasing Department shall in accordance with regulations promulgated by the Board of County Commissioners: purchase or supervise the purchase of supplies, materials, or equipment, defined within the scope of this policy. This department is tasked to determine when it is more economically feasible to purchase in bulk rather than on an individual basis. The purchasing department along with the County Administrator is responsible for administering the procurement of goods and services.

VENDORS

We strive to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so those vendors will value our business and make every effort to furnish our requirements on the basis of quality, service and price.

New sources of supply will be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.

A vendor may be removed from the County's bid list in the event that the vendor does not fulfill their obligation to the County. The Purchasing Department is responsible for monitoring vendor performance. Departments are to submit a Vendor Performance Evaluation Form (Exhibit A) to the Purchasing office when problems are experienced. Purchasing will then investigate the problem. Removal from the County's bid list will be by joint concurrence of the County Administrator and the purchasing department after carefully reviewing all performance feedback from other departments.

A vendor may be reinstated on the County's bid list by petitioning the County Purchasing department. Re-entry into the system would be after the petitioning vendor has provided sufficient evidence to satisfy the County Administrator that the problems previously encountered have been corrected.

SECTION 2

THE RESPONSIBILITIES OF DEPARTMENT HEADS

Use preplanning in order to have the goods available when needed without relying upon emergency purchasing procedures. Emergency purchases should be kept to an absolute minimum!

Provide the purchasing department with a clear set of specifications on all items, with an individual cost of \$500 or more, needed by their department.

Assist the purchasing department by suggesting the names of vendors that have access to the particular items being requested, especially technical items.

No department head has the authority to order purchases until they have received a purchase order.

Maintain with the purchasing department current authorization of any individual designated to sign requisitions in their absence.

Insure all personnel are aware and adhere to ALL purchasing procedures.

SECTION 3

THE REQUISITION

The primary role of the County's purchasing department is to meet valid needs for materials, goods, services, or equipment by providing the right products/services in the right quantity, at the right price, at the right time, and at the right place. To accomplish this, it is necessary for the various departments to inform purchasing of their requirements by the preparation of a requisition. The purchase requisition serves to inform the purchasing department of the needs of a specific user department and to correctly define the material or service requested. The requisition is not an order, merely the authorization for purchasing to begin the process for procuring the item(s) or service(s) in accordance with the established county policies and procedures.

The procedures that are set forth in the following parts of this manual have been established as a tool used by purchasing for the processing of all requisitions received. The purchasing process begins when a department initiates a requisition. It is necessary to establish certain facts so that the requisition can be properly processed for a purchase order.

COMPLETING THE REQUISITION FORM (EXHIBIT B)

The instructions that follow outlines the proper step by step method for completion of the requisition form:

- Requisition number will be determined by purchasing.
- Vendor: Identifying information about the vendor.
- Ship to: Department and street address for delivery of goods.
- Quantity: Indicate each item and the quantity desired by the unit of measure such as: each, doze, gross, carton, case, gallon, pound, etc. If you are order by carton or case, please indicate the carton or case count on the requisition.
- Item: List the vendor's part number.
- Detailed Description: Give a careful and precise description of the specifications of an item desired (i.e. size, dimensions, type, weight, construction of item and/or equipment, and other pertinent information. If applicable, please provide a manufacturer's brand name and model for the purpose of establishing a standard of quality. Requisitions with insufficient information will be returned to the department.
- Unit: Cost per unit.
- Amount: Quantity times unit cost equals amount.
- Date: The date the requisition is submitted to purchasing.
- Authorized Signature: To be signed by the department head or authorized designee.
- Department: The four numbers issued by finance for the particular department, which the expenditure should be charged against.
- Account Code: 5-digit line item code.

ITEMS WITH THE INCORRECT DEPARTMENT/ACCOUNT CODE WILL BE RETURNED TO THE DEPARTMENT.

PROCEDURES FOR ROUTING REQUISITIONS

The steps that follow present in general terms, the procedures for routing the requisitions, and are presented to create awareness and understanding to all involved in the acquisition process:

- The user department completes the requisition as outlined in the previous section.
- Purchasing will prepare new vendor forms when the desired vendor is not already in the system. Departments may be asked to assist with providing vendor information such as w-9.
- Requisitions, and if applicable, additional information are forwarded to purchasing.
- Requisitions are then processed in accordance with guidelines set forth in this manual and subsequent amendments.

EMERGENCY PURCHASES

The department head or designee may make or authorize others to make emergency purchases without competitive bidding when there exists a threat to public health, welfare, or safety. This shall be considered to also mean those situation where the operation of a department would be seriously impaired if immediate action was not taken. The following procedures shall govern:

- The department head or designee shall prepare requisition and then specify in writing on the requisition the details of the emergency and additionally complete the Emergency Certification Form (Exhibit C).
- When an emergency occurs during non-business hours and a delay would be detrimental to Taylor County, with the approval of the County Administrator, the department head or designee shall initiate an emergency purchase. Purchasing shall be furnished with proper documentation on the next workday. The purchase order will then be prepared by purchasing.

Note: Poor planning does not constitute an emergency situation.

CAPITAL OUTLAY PURCHASES

Each budget year, the Board approves proposed capital outlay purchases for all departments. All items charged to a capital outlay account will be in excess of an amount established by the Board of County Commissioners and have a life expectancy of more than one year.

SOLE SOURCE PURCHASES

The purchasing procedure will allow for the exemption of sole source purchases from the competitive bidding when it is clearly determined to be impractical to procure through the competitive bidding process.

Some examples of generally accepted Sole Source guidelines are as follows:

- Proprietary Item/Service
- Parts/Equipment not interchangeable with similar parts from another manufacturer (compatibility).
- Only known item that will meet the specialized needs of the department of perform the intended functions.
- Parts/Equipment are required as part of an ongoing standardization process.

All Sole Source requests must be explained fully on the requisition and a Sole Source Certification Form (Exhibit D) must be completed. The purchasing department is responsible to verify sole source guidelines are followed.

YEAR END PURCHASES

The purpose of this section is to establish cut off dates and procedures for submittal and processing both year-end purchase requisitions for the current fiscal year and start-up purchase requisitions for the upcoming fiscal year.

This procedure is necessary to allow for the purchase, receipt, and payment of goods and services before September 30 of each fiscal year. This will assist Finance and Accounting in the timely preparation of the annual financial statements.

The procedure applies to all departments reporting to the Board of County Commissioners, and other agencies that have budgets authorized by the Board of County Commissioners.

Schedule for Submitting Requisitions

On an annual basis, the following time schedule will be followed:

September 1st: Cutoff date for receipt of requisitions in which normal ordering time is more than 3 weeks. Purchases that cannot be received and billed prior to September 30 may result in charges being incurred in the new fiscal budget year.

October 1: Processing of all requisitions for new fiscal year begins.

SECTION 4

THE PURCHASE ORDER

The department must check the availability of funds, prior to submitting a requisition. If the line item has insufficient funds, the Board of County Commissioners must approve a budget transfer prior to the purchase order being issued. In order for necessary purchase orders to be issued, the Board may choose to allow the Finance Director to temporarily approve normal transfers between Board meetings. The purchase order is the vendor's authorization to ship supplies, materials, equipment or to perform services specified therein. It constitutes a contract between the County and the vendor, and as such, it is a legal document and may not be changed by anyone other than the purchasing department or a duly authorized representative. The County Administrator, purchasing department or assigned designee is the only persons authorized to sign the purchase order.

PURCHASE ORDER EXEMPT ITEMS/SERVICES

An approved purchase order must be obtained in advance of obligation of any County funds.

Exceptions to this rule are:

- Salaries by position, which were included in the agency's annual budget.
- Travel expenses incurred in the course of official duties for a county employee.
- Routine overhead costs, permits, insurance and registration such as; natural gas, electricity, water, phone, and recurring garage collection.
- Hospital bills.
- Social Services indigent care.
- Medical services.

- Newspaper advertisements.
- Lime rock.
- Fuel.

When advance payment is required, the department is to note "prepayment" on the receiver or complete the Request for Vendor Payment Form (Exhibit E) and send to Finance and Accounting.

BLANKET ORDERS

A blanket purchase order is a purchase order with a maximum dollar limit. Each department head will be responsible for monitoring their individual blanket purchase order to insure that purchases are made within the guidelines and dollar limits set forth. Individual blanket purchase orders will be issued per department and per line account number.

The primary purpose of the purchase order is to state the agreement between the County and vendor. In addition, it authorizes deliver of the purchased material. Copies of the purchase order serves the purpose of notifying and advising all other affected departments of the details of the transaction. The purchase order is an essential document and control in the County's Financial System. A copy of the purchase order also serves as an accounting document for posting charges against the proper budget classification account. These charges, identified as "encumbrances," are utilized in the County's accounting system to ensure against over-expenditures. Also, the encumbrances serve to retain sufficient balances in reserve to pay for all purchase orders that have been issued, regardless of whether the invoice has been received or not.

THE RECEIVING REPORT

The receiving report, is a copy of the original purchase order. The ordering department will hold the copies in an open order file pending receipt of the materials, equipment, goods, services or construction. Upon delivery of the materials, equipment or goods, the designated employee will

pull the appropriate receiving report, make an actual count of each item received and circle the count in the quantity column. Suitable inspection of delivered items will be made as a part of the count. Apparent discrepancies between the kind of goods ordered and received or evidence of damaged materials should be noted on the receiving report. Packing slips and delivery tickets should be attached to the receiving report and forwarded to Finance and Accounting. The completed receiving report must be signed and dated by the person who made the count. All receiving reports are to be sent to Finance and Accounting immediately. Do not hold receiving reports awaiting invoices. All vendors are instructed to send all invoices directly to Finance and Accounting. Finance and Accounting will NOT forward original invoices to departments where an itemized purchase order exists. Finance and Accounting at its discretion may make specific exceptions to this rule where specific circumstances make it justifiable.

PARTIAL RECEIPT OF GOODS OR SERVICES

A photo copy of the receiving report must be neatly marked for quantities received, signed and dated by the person making the count, countersigned if necessary and immediately forwarded to Finance and Accounting. Do not hold receiving reports awaiting invoices. All vendors are instructed to send all invoices directly to Finance and Accounting. Finance and Accounting will NOT forward original invoice to departments where an itemized purchase order exists. Finance and Accounting at its discretion may make specific exceptions to this rule where specific circumstances make it justifiable.

FINAL AFTER A PARTIAL

The original receiving report is marked for the amounts received in the final shipment, signed and dated by person making the count, and immediately forwarded to Finance and Accounting. Do not hold receiving reports awaiting invoices. All vendors are instructed to send all invoices directly to Finance and Accounting. Finance and Accounting will NOT forward original invoice to

departments where an itemized purchase order exists. Finance and Accounting at its discretion may make specific exceptions to this rule where specific circumstances make it justifiable.

PAYMENTS

Payment of properly approved invoices, accompanied by proper evidence that the product has been accepted and received in good order in accordance with specifications, will be paid after approval by the Board of County Commissioners.

PURCHASING LEVELS OF AUTHORITY

The purchasing department is the only department authorized to issue purchase orders.

For purchases of single items less than \$2,500 best purchasing practices should be used with purchase orders authorized by department heads. Purchase orders with a per unit cost of \$2,500-\$34,999 will be authorized by the department head and County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote. All requests for quotation should contain a written specification.

Note: Regardless of the number of individual items purchased or exemptions in the purchasing manual, any purchase order cumulatively totaling \$15,000 or more must be approved by the County Administrator or designee.

Certain purchases may be exempted from the purchasing and/or bid process as defined in the policy (such as vehicles bought under state contract etc.).

Note: The requesting department shall pay particular attention to the contract/services agreements which have the potential to exceed to \$50,000 limit over the life of the contract.

The local vendor preference ordinance remains in effect (Chapter 2 Article VI).

PAYMENT REQUESTS WHERE DIFFERENCES OCCUR BETWEEN INVOICES AND PURCHASE ORDER

The determination of differences between invoices and purchase orders is the responsibility of Finance and Accounting.

- The invoice shall be reviewed for propriety by Finance.
- The invoice shall be audited for correctness, proper signatures, and receiving report.
- If the invoice is appropriate it shall be paid.

CHANGES TO THE PURCHASE ORDER

Corrections amounting to 10% or more of the total purchase order amount are to be made via a formal change order. If a department feels there is a need to alter a purchase order or cancel a purchase order they must submit their request to the purchasing department. Purchasing will notify Finance and Accounting. Finance and Accounting has final authority over account codes.

Note: A change order cannot be completed on a blanket purchase order. Also note, that a purchase order may be needed if the items received do not match the items on the purchase order.

PETTY CASH PROCEDURES

Petty cash funds are for making small purchases that cannot be made through the normal purchasing procedures. No single item expenditure from any petty cash fund shall exceed \$50.00 nor shall any total purchase from such fund exceed \$150.00 except when authorized by the Finance Director. Registration shall not be paid out of petty cash without prior approval of Finance and Accounting. Neither shall any amounts be expended from a petty cash fund for the purchase of

equipment or payment of salaries. Expenditures from a petty cash fund shall be reimbursed as needed. Provided such expenditures:

- Are supported by itemized signed vouchers (vouchers are to be signed by the department head or a duly authorized designee). Cash and paid receipts must always equal the authorized fund balance amount. The check request form supported by receipts charged against the account shall be processed to obtain a check payable to the petty cash account.
- Qualify under the law as a legitimate public purpose.
- Are included within the approved annual budget of the agency.

A full accounting of all petty cash funds shall be made to Finance and Accounting in the course of periodic reviews of the accounts and records of the County Commission.

Petty Cash funds with bank accounts should be established in a name other than Taylor County, since these funds are not County deposits according to Chapters 280 and 136 Florida Statutes.

Petty Cash funds are a personal liability of the department head to whom the amount is advanced.

SECTION 5

BID PROCESS

This section defines the appropriate bid process utilized for purchasing materials, goods, services, construction or equipment of both specific dollar ranges or specific purchase types and the general procedures involved.

AUTHORITY/APPROVALS

Qualified bidders shall be determined based on the following criteria:

- Ability to deliver the product or perform the contract in a timely manner and consistent with county requirements.
- Experience and past performance.
- Acceptable warrant/guarantee of future maintenance and service.
- Possession of current licenses and certifications (when applicable).

GENERAL INFORMATION

PURCHASES OF SINGLE ITEMS LESS THAN \$500

No quotation required. The purchasing department may place such orders based upon their experience and knowledge of pricing factors. Periodically, prices will be checked to insure the best price is being received. The department head or designee will sign requisitions for these purchases.

PURCHASES OF SINGLE ITEM COSTS \$500 TO \$1,499.99

For single item purchases \$500 or more but less than \$1,500; at least three (3) quotations shall be obtained if purchases do not qualify under the below listed categories. Quotes may come via phone or fax.

- Purchases at a price equal to or less than those prices on established county, state, federal or other contract lists that have met the Florida procurement guidelines stated in Florida Statutes or are otherwise exempt from bidding.
- All supplies, materials, equipment, construction, or services purchased from another unit of government.
- Emergency purchases as provided in this manual.
- Sole Source purchases as provided in this manual.
- When the product is being procured directly from the manufacturer and/or standardization is determined necessary.

- Repairs shall be exempted.
- Purchases of used equipment, each such purchase shall be supported by one equipment appraisal report from the vendor.
- Library/Training Media and Materials – the purchase of library books, education and/or personnel tests, textbooks printed instructional materials, reference books, periodicals, databases, indexes, library media materials, e.g. audio and video cassettes, film strips, films, sound recordings, computer software, etc., and printed library cards.

Note: education and/or personnel tests; data bases, and computer software are exempted for all departments.

- Purchases of real property.

PURCHASES OF SINGLE ITEM COSTS \$1,500-\$34,999.99

Requests for a single item purchase within these limits will follow the same requirements as purchases of \$500 or more. In addition to those requirements, the requesting department shall include a justification for these purchases. The purchase requisition will be jointly reviewed and approved by the County Administrator and purchasing department prior to a purchase order being issued.

PROCUREMENT OF RECOVERED MATERIALS

In compliance with section 6002 of the Solid Waste Disposal Act and 2 CFR part 200.322, the County and its Contractors procure only items designated in EPA guidelines at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. The County and its Contractors will procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FORMAL BIDS

Normal requests for a commodity or service, which is anticipated to exceed \$35,000 or more in cost, shall be subject to the formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded by the Board of County Commissioners.

The local vendor preference ordinance remains in effect (Chapter 2 Article VI).

COMPETITIVE BIDDING PROCESS

The following competitive bidding process shall be accomplished as follows:

- Purchases of \$35,000 or greater shall require advertising for sealed bids provided they are not on established county, state, federal or other negotiated contract lists that have met the Florida procurement guidelines stated in the Florida Statutes or are otherwise exempt from bidding in compliance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Departments needing to bid purchases or services must first present a draft bid package to the board for approval to go out for bids. Written specifications shall be clear, definite, and conform to standard specifications and shall be as general as possible in order to insure a variety of bidders.
- The County Administrator or designee shall have the responsibility of establishing a bid committee composed of department heads, and other county personnel when preparing specifications and evaluation of bids. The bid committee shall be composed of no less than three (3) members with one member designated as chairperson. A pre-bid conference shall

be held if it's in the best interest of the County. The committee chairman shall be responsible for arranging pre-bid conferences, exhibits or demonstrations by vendors interested in presenting their products. The County has the option to require mandatory attendance of bidders at pre-bid conferences. The County shall have the right to reject any bid where the bidder fails to attend a mandatory pre-bid conference.

- Bids and quotations shall be opened at a regular scheduled board meeting. The bid invitation will include the designated time and place of the bid opening.
- Bids and quotations received late shall be returned to the bidder unopened with a notation on the bid of the time received.
- No bid may be withdrawn prior to the Board action without written consent of the Clerk of Court.
- Recommendations to the Board for action shall be determined on the basis of the lowest and/or best responsible qualified bid which meets specifications with consideration being given to specific quality of the product, its conformity to the specifications, its suitability to county needs, the delivery terms and the service and past performance of the vendor. In the case of identical qualified bids, the recommendation shall be made for the local vendor, or if there is none, the vendor who has the longest consistent reliable service to the County or by casting lots. Any rejection or recommendation other than the low bid shall be accompanied by a written statement of the Bid Committee giving reasons and justification for such action.
- After bids and quotations have been opened and tabulated, they shall be made available to those persons present who wish to study and/or copy them. Original copies of bids and quotations shall not be removed from the custody of the Clerk's office.
- Any person or firm wishing to protest a recommendation of the bid committee must submit a written protest to the Clerk of Court within three (3) days after the bid committee's meeting. The protest must clearly state the grounds for such protest and include

documentation to support the protest. The Chairperson of the Board convene a bid protest review committee consisting of three (3) persons, one of which shall be a County Commissioner to conduct an informal hearing concerning the protest. The bid protest review committee shall present a written report of its findings to the County Commissioners at the Commission meeting that will consider the bid award.

- Final action on any bid shall be the decision of the Board in open session.
- No employee of the Board or Board Official shall use bid prices or receive any other preferential treatment in the making of personal purchases.
- No employee or Board Official shall make purchases for personal use through a department or the County.
- Payment of properly approved invoices, accompanied by proper evidence that the product has been accepted and received in good order and in accordance with specifications, shall be paid after approval of the Board of County Commissioners.
- The Board may authorize the negotiation of the purchase of additional commodities and services with the bid recipient as long as these additional commodities and services are related to the original bid. The Board may authorize additional purchases under a bid quote provided the vendor is in agreement and the bid is under one (1) year old. The Board may authorize negotiating with the bid recipient to reduce the cost to the County by changes in the base bid specifications.

See Exhibit G for the General Bid Considerations Form and Public Entity Crimes Form, which shall be part of all bid packets.

EXEMPTIONS FROM THE BIDDING PROCESS

The following types of purchases shall be exempt from any bidding requirements as set forth in this Purchasing manual:

- All supplies, materials, equipment, or services purchases at a price established by state, federal, county or other contracts that have met the Florida procurement guidelines or at a price equal to or less than those prices.
- All supplies materials, equipment, construction, or services purchased from another unit of government.
- Emergency purchases as provided in this purchasing manual.
- Sole Source purchases as provided in this purchasing manual.
- When the product is being procured directly from the manufacturer and/or standardization is determined necessary.
- All repairs shall be exempted.
- All purchases of used equipment must be approved by the County Administrator. The County Administrator may request an equipment appraisal.
- Library/Training Media and Materials. The requirements for bids from two(2) or more sources are waived for the purchase of library books, education and/or personnel tests, textbooks, printed instructional materials, reference books, periodicals, databases, indexes, library media materials, e.g. audio and video cassettes, film strips, films sound recordings, computer software etc. and printed library cards.
- Social Services (e.g., burials and indigent patient services).
- Advertisements
- All purchases of real property having a value of fifty thousand dollars (\$50,000) or less; however, each purchase shall be supported by two (2) current, independent appraisal reports prepared by different MAI (Member of Appraiser's Institute) appraisers within eight (8) months of the proposed purchase.

- Services of a professional nature, including engineering, land surveying, architectural, and landscape architectural services controlled by Section 287.055, Florida Statutes; and medical and legal services.

BID BONDS

Each bid on a public construction project estimated to exceed \$100,000 in cost must be accompanied by a bid bond payable to Taylor County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Taylor County or a bond issued by a surety qualified to do business in the State of Florida. When the bids have been opened and compared, the County will return the bonds of all except two (2) lowest responsible bidders. When a contract is executed by the lowest responsible bidder and the public construction bond required by Section 255.05, Florida Statutes, together with certificates evidencing proof of necessary insurance requirements shall be properly executed and furnished to Taylor County, then the bid bonds of the two (2) lowest bidders shall be returned. If the lowest responsible bidder does not enter into the contract required by the County within thirty (30) days after written notice of award of contract and furnish to the County the required public construction bond along with proof of insurance as required in the bid documents; the mount of the bid bond of the lowest responsible bidder shall be forfeited to the County and the County may proceed to enter into a contract with the second lowest responsible bidder.

PUBLIC CONSTRUCTION BOND

On each public construction project exceeding \$100,000 in cost, the successful bidder shall provide to the County within thirty (30) days after written notice of award a public construction bond in accordance with the provisions of Section 255.05, Florida Statutes, in the amount of one hundred

per cent (100%) of the contract price issued by a corporate surety approved by the County and qualified to do business in the State of Florida.

ATTORNEYS-IN-FACT

Attorneys-in-fact who sign bid bonds or public construction bonds must file with each bond a certified and effective dated copy of their power of attorney.

INSURANCE REQUIREMENTS

All public construction projects shall require the contractor to secure all insurance requirements in the bid documents and specifically name the county as "additionally insured" on the certificate(s). Insurance requirements shall be set by the Board of County Commissioners and may vary depending on the scope of work. However, they shall never be less than the minimum amounts prescribed by law.

IRREVOCABLE LETTER OF CREDIT

Upon approval of the County Administrator, a contractor may present an irrevocable letter of credit from a national or state chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a period of time not less than three months beyond the scheduled completion date.

PUBLIC ENTITY CRIMES STATEMENT

Where applicable, contractors and vendors shall be required to submit a Public Entity Crime Statement pursuant to F.S.287.133.

PUBLIC INSPECTION

All bid proposals, written quotations, and any associated documents shall be made available to the general public for inspection at any time following the bid opening date and time or deadline.

E-VERIFY

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractors and vendors shall be required to submit a copy of E-Verify certification, pursuant to F.S. 448.095.

CONFLICT OF INTEREST

In compliance with F.S. 200.318(c) (1), no employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Taylor County is resolute in providing a fair and equitable bidding process, and violations of the Conflict of Interest policy herein will result in progressive discipline up to and including termination.

FRAUDULENT MISCONDUCT AND ANTI-FRAUD AWARENESS

All purchasing and procurement goes through a minimum of a three step approval process.

All invoices and accounts payable goes through a minimum of a four step approval process.

All grant funding projects and purchases adhere to steps 1 and 2 as well as the policies and procedures of the funding agency, and the terms of executed grant contracts.

All property with a value of more than \$5,000 is inventory tagged, tracked, and electronically maintained by the Board of Commissioners. Inventory is taken at a minimum annually. All Department Heads are responsible for all equipment and capital items in their assigned departments, and these responsibilities are clearly outlined in the inventory/tangible personal property manuals.

Elected officials, employees, appointed advisory boards/committees, and anyone who has a business relationship with Taylor County must abide by County anti-fraud policies and procedures. As a means to ensure all possible measures are taken by the County to eliminate any type of contractor fraud, bid submission documents and contracts may contain and require execution of the documents as listed in the purchasing policy. Any elected official, employee, appointed advisory board or committee member, or anyone who does business for or with Taylor County, who suspects dishonest or fraudulent behavior or activity should notify the Taylor County Personnel Manager at 850-838-3500 ext. 113, or the County Administrator's office at 850-838-3500 ext. 106 immediately. The complainant may be required to sign a written statement if the complaint is valid and requires action. Employees may also remain anonymous when contacting the Personnel Manager and/or the County Administrator's office. All employees are protected from adverse actions resulting from reporting suspected fraud or associated misconduct as per Florida Statutes 112.3187-112.31895. Taylor County prohibits retaliation for the reporting of suspected fraudulent or dishonest activity.

The reporting individual should not contact the suspected individual(s) in an effort to determine the facts, discuss the complaint, or demand restitution. The reporting individual should not discuss the case, facts, suspicions, or allegations with anyone other than the Personnel Manager and/or County Administrator unless directed to do so by the County Administrator and/or the County's legal counsel. It shall also be a violation of this policy for any informant/complainant to make a baseless allegation of fraudulent activity that is made with malice or reckless disregard for truth that is intended to be disruptive or to cause harm to another individual. Any violation of this nature may result in disciplinary action up to and including termination of employment.

Taylor County will conduct an investigation of reported fraud, improprieties, or irregularities. In accordance with Florida Statutes, until such time as the final report has been made, suspected frauds and the nature of the related audits/investigations shall remain confidential. Actions and sanctions which may be taken for fraudulent activity include:

1. Employees suspected of participating in fraudulent activity may be suspended without pay during the course of the investigation as determined by the Personnel Manager and the County Administrator's office.
2. Employees found to have participated in fraudulent activity will be subject to disciplinary action up to and including termination from employment, and possible criminal prosecution or civil action.
3. Employees found to have knowledge of fraudulent activity and who knowingly fail to report the activity will be subject to disciplinary action up to and including termination.
4. The relationship of individuals, firms, and entities doing business for or with Taylor County found to have participated in fraudulent activity as defined by this policy will be subject to review with the possible termination or modification of business for/or with the County and termination of all existing and pending contracts.

5. Appropriate law enforcement agencies, and agencies associated with the fraudulent activity such as, but not limited to, agencies that may have provided funding for projects, equipment or services which involved fraudulent activity may be subject to criminal or civil action if found to have participated in fraudulent activities while doing work for/or with Taylor County.

SECTION 6

FEDERAL AWARDS

NOTICE OF FEDERAL POLICY REQUIREMENTS

If any contract or purchase of services is being funded in whole or in part by assistance from any federal grant, the contract is subject to one or more applicable federal public policy requirements such as:

- Equal Employment Opportunity
- Affirmative Action
- Fair Labor Standards
- Energy Conservation
- Environmental Protection; and/or
- Other similar socio-economic programs

The County shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the County shall include in the contract provisions the requirement that the contractor give a similar notice to all its subcontractors.

CONTRACTS PROVISIONS FOR FEDERALLY FUNDED PROJECTS

In compliance with 2 CFR Part §200.318 through 200.327 to include all applicable provisions identified in Appendix II of 2 CFR 200 (200.327), The County will ensure that all procured contracts for services or purchase of property or equipment contain all of the appropriate provisions set forth by these Federal regulations by conducting the following:

- A. Review proposed technical specifications of the bid solicitation, prior to contract execution, to determine whether or not the bid solicitation will exceed the Federal simplified acquisition threshold of \$150,000;
- B. In the event the contract exceeds the Federal simplified acquisition threshold, the County will perform a cost/price analysis; make available upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition pursuant to F.S.200.324; and ensure that the contract language addresses administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate; will require a bid guarantee of five (5) percent of the bid price, will require a performance bond for 100% of the contract price, and will require a payment bond for 100 percent pursuant to F.S.200.325.
- C. For contracts in excess of \$10,000, the County will ensure that there is language that addresses termination for cause and for convenience by the County including the manner which it will be affected and the basis for settlement;
- D. All Federally funded contracts will include the proper certifications for EEO, Non-Discrimination, and Code of Conduct policies (i.e., conflicts of interest);
- E. All Federally funded contracts will include a certification clause that addresses the Davis Bacon Act and reporting requirements (when applicable);

- F. All Federally funded contracts will include a certification clause in compliance with Contract Work Hours and Safety Standards Act (when applicable);
- G. Any Federally funded contracts in excess of \$150,000 will include a certification clause that requires compliance with applicable standards, order and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Contract Act;
- H. A search will be conducted by the County in SAM.gov to ensure that the bidders are not debarred or suspended from participating in Federally funded projects, and are currently registered and licensed to perform the necessary work; and
- I. All Federally funded contracts will include certification for Byrd Anti-Lobbying Amendment compliance.
- J. All Federal contracts will include notification that the sub-recipient is responsible for the settlement of all contractual and administrative issues arising out of procurements under a Federal award pursuant to F.S.200.318 (k).
- K. All Federally funded contracts will include a preference for domestic procurements involving goods, products, and materials pursuant to F.S.200.322
- L. All Federally funded contracts will include certification of compliance with provisions related to procurement of recovered and recycled materials pursuant to F.S.200.232; and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

ECONOMY AND EFFICIENCY

In compliance with F.S.200.318 (e), the Taylor County Board of County Commissioners promotes cost-effective use of shared services across the Federal Government and may enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar

procurement arrangements. Taylor County accepts and reviews any value engineering opportunities as part of its construction contract process.

ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any sections of this policy shall be assigned or sublet as a whole or in part without the written consent of the County. Nor shall the contractor assign any moneys due or to become due to the contractor thereunder without the previous written consent of the County.

RIGHTS OF BOARD OF COUNTY COMMISSIONERS

Nothing in this policy shall be deemed to abrogate, annul, or limit the right of the Board, in the best interest of the County, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good.

SECTION 7

WAREHOUSES

One primary function of the warehouse(s) is/are to maintain stock levels of materials and supplies common in use to one or more departments. The quantity purchased of such items is to insure maximum low cost. Materials may be direct shipped to the department location when possible.

STOCK LEVELS

Where stock levels are maintained, purchasing department or designee will perform physical handling of inventory including the receiving, issuing and stocking of shelves.

STORAGE OF MATERIALS

All materials of similar character shall be properly segregated and assigned permanent space and a definite location. Care will be taken to insure that materials are segregated by size, kind and grades for convenience in location when needed in taking inventory. When assigning materials to specific location in the storeroom, consideration must be given to the fact that there will be a greater number of withdrawals of some materials than others.

WAREHOUSE CATALOG

A warehouse stock catalog containing the descriptive listings of items, code numbers and estimated price will be published and maintained by the purchasing department.

WAREHOUSE REQUISITIONS

Departments drawing from the warehouse(s) will use standard warehouse requisition forms. This form must be completed with correct department account number, catalog number and description of materials needed. An authorized person receiving materials must sign the warehouse requisition.

MATERIALS RECEIVED AT WAREHOUSE(S)

The purchasing department or designee will be responsible for receiving and issuing all goods at the warehouse. The receiving of ordered items at the warehouse will be processed and verified in the same manner as any other purchase. Partial deliveries will be handled in the same manner as outlined in the purchasing procedures in this purchasing manual.

RECORD KEEPING

After receiving a shipment or partial shipment, the quantity of a given item should be entered into the inventory module, and added to the balance shown thereon. At the time of dispensing supplies, the reverse of the above applies. The quantity issued, along with the date, department and requisition number is entered and a new balance established.

ACCOUNTABILITY AND PERPETUAL INVENTORY CONTROL

The proper functioning of an inventory accounting system demands that all materials and supplies received, issued, and on hand be accounted for both in quantities and values, that the inventory be controlled by accounts in a general ledger, and that periodically the inventory records and accounts be verified by actual physical inventory. A systematic classification of titles of inventory items is absolutely essential to the proper accounting for the inventory.

Because of the large number of commodities that may be carried in stock, the classification shall provide for a definite grouping of like articles.

DETERMINATION OF MAXIMUM AND MINIMUM STOCK LEVELS

The maximum stock is the largest quantity permitted to be on hand at any one time. Generally, the amount of stock to be carried should be based on current needs, length of time necessary to replace stock, amount of storage space, and quantities at which favorable prices may be secured. At times when market conditions are favorable, increased "maximum" quantities may be justified. The "minimum" stock is the smallest quantity that should be in stores at any one time and should be the quantity needed for normal requirements during the time to replenish the supply. The amount of stock to be ordered at any one time would be the "maximum" less the amount on hand at the time of ordering.

SECTION 8

COUNTY PROCUREMENT RECORDS

All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the County in a contract file by the department head.

RETENTION OF PROCUREMENT RECORDS

All procurement records shall be retained and disposed of by the county in accordance with record retention guidelines and schedules established by the State of Florida.

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none

DRAFT

EXHIBIT A**VENDOR PERFORMANCE EVALUATION**

VENDOR: _____ DEPARTMENT: _____

ADDRESS: _____ AGENCY CONTACT _____

CITY _____ STATE _____ ZIP CODE _____

P.O. # _____ AMOUNT: _____ P.O. DATE: _____

CONTACT: _____ COMMODITY/SERVICE: _____

NATURE OF COMPLAINT

<input type="radio"/> Late delivery	<input type="radio"/> Shipment made collect
<input type="radio"/> Unauthorized substitution	<input type="radio"/> Request to cancel due to bid error
<input type="radio"/> Poor Quality	<input type="radio"/> Failure to furnish price list/catalog
<input type="radio"/> Failure to respond to letter/call	<input type="radio"/> Failure to replace damaged goods
<input type="radio"/> Poor service	<input type="radio"/> Repair parts not available
<input type="radio"/> Incorrect invoices	<input type="radio"/> Failure to provide warranty
<input type="radio"/> Failure to meet specifications	<input type="radio"/> Shipment of used goods
<input type="radio"/> Failure to identify shipment	<input type="radio"/> Short weight or over shipment

DETAILS OF COMPLAINT: (attach second page if necessary)

Has complaint been resolved? ____ yes ____ no

Complainant's Signature: _____ Title: _____

Department: _____ Phone No. _____ Date: _____

ACTION TAKEN BY BUYER:

BUYER: _____ DATE: _____

EXHIBIT C

EMERGENCY CERTIFICATION FORM

DATE: _____

DEPARTMENT: _____

ACCOUNT CHARGED: _____

VENDOR: _____

ITEM

PURCHASED(S): _____

SIGNATURE: _____

EMERGENCY

CIRCUMSTANCES: _____

EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: _____

COMMODITY (General Description): _____

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. Attach additional data or support documentation if necessary. (More than one entry will apply to most ole source products or services).

SOLE SOURCE CERTIFICATION:

1. _____ Parts/equipment can only be obtained from original manufacturer – not available through distributors. (Items 3, 4, 5, or 6 must also be completed).
2. _____ Only authorized area distributor of the original manufacturer. (Items 3, 4, 5 or 6 must also be completed)
3. _____ Item/service owned by a private individual or corporation under trademark or patent.
4. _____ Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain below)
5. _____ This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below)
6. _____ Parts/equipment are required from this vendor to provide standardization. (Explain below)
7. _____ None of the above apply. Explanation for sole source request is detailed below.

COMMENTS/EXPLANATION: (Use reverse side if necessary)

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed: _____

Department: _____

Department Head Signature

Approved: _____

Date: _____

Purchasing Department

EXHIBIT E

CHECK REQUEST

TO: Finance and Accounting

FROM: _____

Department Name

Please prepare a check in payment to the below-named vendor for the purchase of goods or services which DO NOT require a purchase order, contract or travel authorization under the terms of the Taylor County Purchasing Manual.

VENDOR:

This check is to be (Choose One):

Name _____

Address _____

Address _____

Mailed directly to vendor

Picked up by my department

Picked up by the Vendor

Responsibility Cost Code

<u>Invoice Number</u>	<u>Department</u>	<u>Account Number</u>	<u>Amount</u>

I hereby certify that this payment complies with paragraph 1 of this form that the Goods/Services have been received, and payment is authorized.

Date: _____ Department Head or Authorized Signature: _____

EXHIBIT F

REQUEST FOR ASSISTANCE

DEPT. NAME _____ PO # _____

DEPT. HEAD SIG. _____ ACCOUNT # _____

VENDOR # _____ VENDOR NAME _____

Please accept this as formal authorization to amend the above order as follows:

ASSISTANCE REQUESTED: (Mark the appropriate item, and explain/justify below):

☐ Cancellation Request

☐ Change Amount

Amount

New PO Total

☐ Increase

\$ _____

\$ _____

☐ Decrease

\$ _____

\$ _____

☐ Change Description/Text

☐ Change Charge Code

☐ Old Charge Code

☐ New Charge Code

☐ Other – Explain Below

Justification/Explanation:

Authorized By: _____ Date: _____

Purchasing Department

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting bids for _____.

Sealed bids will be received by the Clerk of Courts, 1st Floor Courthouse or PO Box 620, Perry, Florida 32348, to arrive no later than _____, local time _____. Bids will be opened and read aloud at _____, local time, _____, in Taylor County Board of County Commissioners Board room, Old Post Office Complex, 201 E. Green Street, Perry, Florida.

Bid considerations/specifications **MUST** be obtained from the Clerk of Courts, 1st Floor Courthouse or PO Box 620, Perry, Florida 32348.

The Board reserves the right to accept and/or reject all bids and to award the bid in the best interest of the County.

Additional information may be obtained from:

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

GENERAL BID CONSIDERATIONS

1. Bids must be submitted by mail or in person to the Clerk of Courts, 1st Floor Courthouse, or PO Box 620, Perry, Florida 32348 to arrive no later than _____, local time _____. Bids received late shall be returned unopened.
2. Bids must be in a sealed envelope plainly marked “_____” on the outside.
3. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
4. Bids must specifically state in their bids that it meets or exceeds the county’s specifications. If it does not meet specifications, the bid must clearly list those items that do not meet the specifications. The bidder shall furnish a complete set of specifications on their product or services, if required by the specifications.
5. Bidders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3) (a).
6. All bids submitted, requiring General Liability and Workers’ Compensation Insurance, per the Bid Specifications, must include a certificate of Insurance showing Liability Insurance Coverage on the contractor, listing the County as additionally insured, or a sworn statement from an Insurance Agent, verifying that if the prospective bidder is awarded the bid, a Certificate of Insurance will be issued to the successful bidder within thirty (30) days of the acceptance of the bid, in the amount stated in the bid specifications. Also include the Declaration page from the Insurance Policy showing Workers’ Compensation Insurance on all employees working on the project. Any bidder, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised the bid will be given to the next lowest bidder, who meets all bid specifications.

(General Bid Considerations continued on next page)

GENERAL BID CONSIDERATIONS

(Continued)

7. All bids must include E-Verify Certification pursuant to F.S.448.095. The E-Verify Memorandum of Understanding may be used for certification.
8. Bids shall be opened and read aloud on _____ at _____ in the Taylor County Board Room, Old Post Office Complex, 201 E. Green Street, Perry, Florida.
9. The Taylor County Board of County Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.
10. It is the responsibility of the bidder to fully understand and follow all conditions and specifications.
11. Bid considerations/specifications **MUST** be obtained from the Clerk of the Circuit Court, PO Box 620 Perry, Florida 32348, (850)838-3506.
12. For additional information, contact:

BID CHECK-LIST

Check Items Included

With Bid:

- _____ 1. Written Bid Quotation.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Bid Considerations (**MUST BE INCLUDED WITH BID**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH BID SPECIFICATIONS**).
- _____ 5. If a Bid Bond is required, it must be submitted with the bid in the amount of five percent (5%) of the bid amount.

If a performance Bond is required, the successful bidder must provide same prior to the County accepting the contract.
- _____ 6. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).

The Bid Check-List must be included with the submitted bid.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the second of two public hearings at 9:00 AM to discuss and receive public input for the possible grant submission to the 2022-2023 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) for the construction of a softball field at Taylor County Sports Complex and associated improvements.

MEETING DATE REQUESTED:

August 17, 2021

Statement of Issue:

The Board to receive public input and discuss the possible grant submission to the upcoming funding cycle of the FRDAP program. At the first public hearing (August 2, 2021 at 6:00 PM), the Board expressed interest and requested public input in submitting application for the construction of a softball field at Taylor County Sports Complex and associated improvements. The County would be submitting a grant application requesting the maximum amount of \$200,000.

Recommended Action:

Hold the second of two public hearings to discuss and receive public input on the upcoming FRDAP funding cycle and move forward with the submission of grant application in the amount of \$200,000 for the construction of a new softball field at Taylor County Sports Complex and associated amenities.

Fiscal Impact:

The maximum grant award amount is \$200,000. The proposed project has a total estimated cost of \$442,000 with the Board providing a match of \$242,000 if the County is awarded a grant. The match will not be required until FY 2022 -2023. The County would have three years to complete the project and expend the funds.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS


History, Facts & Issues: The County is eligible to submit one grant application FY 2022-2023 to the FRDAP program. The County is eligible to have three open FRDAP grants and currently have two

open grants- Southside Park (\$50,000) and Taylor County Sports Complex Phase 6 (\$200,000). At the August 2, 2021 public hearing the Board agreed to move forward with the second hearing. The proposed grant application will be requesting funding assistance for the construction of a new softball field at Taylor County Sports Complex and associated amenities, which include: security lighting, parking improvements, picnic area, native vegetation landscaping, and nature study kiosk. The application will also include basketball court improvements (restriping).

Taylor County has funded numerous projects in the past with FRDAP funds which include Hodges Park, Taylor County Sports Complex (6 phases) , Steinhatchee Community Center Park and Pier, Taylor County horse arena at Forest Capital Hall, and Keaton Beach Coastal Park.

Attachments:

Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	SUBJECT/TITLE: BOARD TO CONSIDER APPROVAL OF THE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 361 WARRIOR CREEK BRIDGES #380035 & #380037 AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.
MEETING DATE REQUESTED:	August 17, 2021

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to replace CR 361 Warrior Creek Bridges No. 380035 & 380037 under the terms and conditions of a Construction & Maintenance Agreement using Federal funds. These 1940 vintage bridges are currently rated structurally deficient necessitating its replacement.

Recommended Action: Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2021/22 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On July 28, 2021, the Board of County Commissioners received a request from the Florida Department of Transportation to execute a Construction & Maintenance Agreement that would allow for replacement of Bridges #380035 & #380037 on CR 361 over two runs of the Warrior Creek north and south of the Ma Dixon Road intersection. This project will work to replace the existing 80 year old steel/concrete bridges with new structures meeting current traffic and load rating requirements.

The proposed Construction & Maintenance Agreement offers to have FDOT fund, design, manage, and construct the bridge replacements at no expense to Taylor County. Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Authorizing Signature and FDOT Delivery Resolution
Construction & Maintenance Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 WARRIOR CREEK BRIDGE NO. 380035 & 380037.

WHEREAS, The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 361 Warrior Creek Bridge No. 380035 & 380037, and

WHEREAS, the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 361 Warrior Creek Bridge No. 380035 & 380037, and

WHEREAS, the FDOT will use Federal funds to replace CR 361 Warrior Creek Bridge No. 380035 & 380037, and

WHEREAS, said above mentioned Agreement will require no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

WHEREAS, the Board as a Local Agency believes that the FDOT can deliver the CR 361 Warrior Creek Bridge No. 380035 & 380037 replacements with greater efficiency, timing and savings than self-administration.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 361 Warrior Creek Bridge No. 380035 & 380037 Replacement Construction & Maintenance Agreement with FDOT.

PASSED in regular session this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

Thomas Demps, Chair

ATTEST:

GARY KNOWLES, Clerk

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Taylor County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as County Road 361/Keaton Beach Road ("CR 361"), as shown in yellow attached as **Exhibit "A" Composite "A-1" through "A-2"**; and
2. The Agency currently owns Bridge Numbers 380035 and 380037 (the "Bridges") that extend across Spring Warrior Creek and are located on the Property; and
3. The Department will construct a transportation project under Financial Identification Numbers (FIN) 439937-1-52-01 and 439938-1-52-01 ("Project"), which shall include replacement of the Bridges as well as various other improvements; and
4. The term "Improvements" means and shall collectively include, but is not limited to, the replacement of the Bridges, milling and resurfacing of CR 361, construction of shoulder pavement, gutters, drainage and drainage structures, temporary bridges, installation of guardrails, placement of rubble riprap, pavement reconstruction and grading portions of driveway turnouts as more particularly shown in blue in the attached **Exhibit "B" Composite "B-1" through "B-6"**, all of which will be constructed on or within the Property; and
5. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
6. The Department shall construct the Improvements on the Property; and
7. In order to perform the Bridge replacement, it will be necessary for the Department to temporarily close access to the Bridges throughout the project and re-route vehicular traffic through Agency property over which the Department has or will acquire temporary construction easements ("Detour Property"), highlighted in yellow of **Exhibit "B-7" to "B-12"**; and
8. A date for the commencement of construction of the Improvements has not been established; and
9. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments, including, but not limited to, any utilities located on or within the Property; and
10. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvements at its sole cost and expense; and
11. The Agency by Resolution dated February 20th, 2018, endorsed delivery of this Project by the Department on behalf of the Agency, see **Exhibit "C"** and
12. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "D"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvements, acquisition of right-of-way, construction of the Improvements, and any other activities to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments, including utilities as further described below, that may impede or in any way interfere with the Department's construction of the Improvements.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the Department's construction plans and specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

11. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any portion of the Improvements constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

12. WARRANTIES

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvements to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

13. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

14. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation

Attention: Janet Turner-Jones
657 Plantation Road, MS 2601
Perry, FL 32348

Agency: Taylor County
Attention: Kenneth Dudley
201 East Green Street
Perry, FL 32347

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

22. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

25. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

27. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

28. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

29. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

31. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

32. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

33. MODIFICATION OF AGREEMENT

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

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of twenty-four (24) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two Secretary

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Agency: Taylor County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Legal Counsel for Agency

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EXHIBIT "A"
Composite A-1

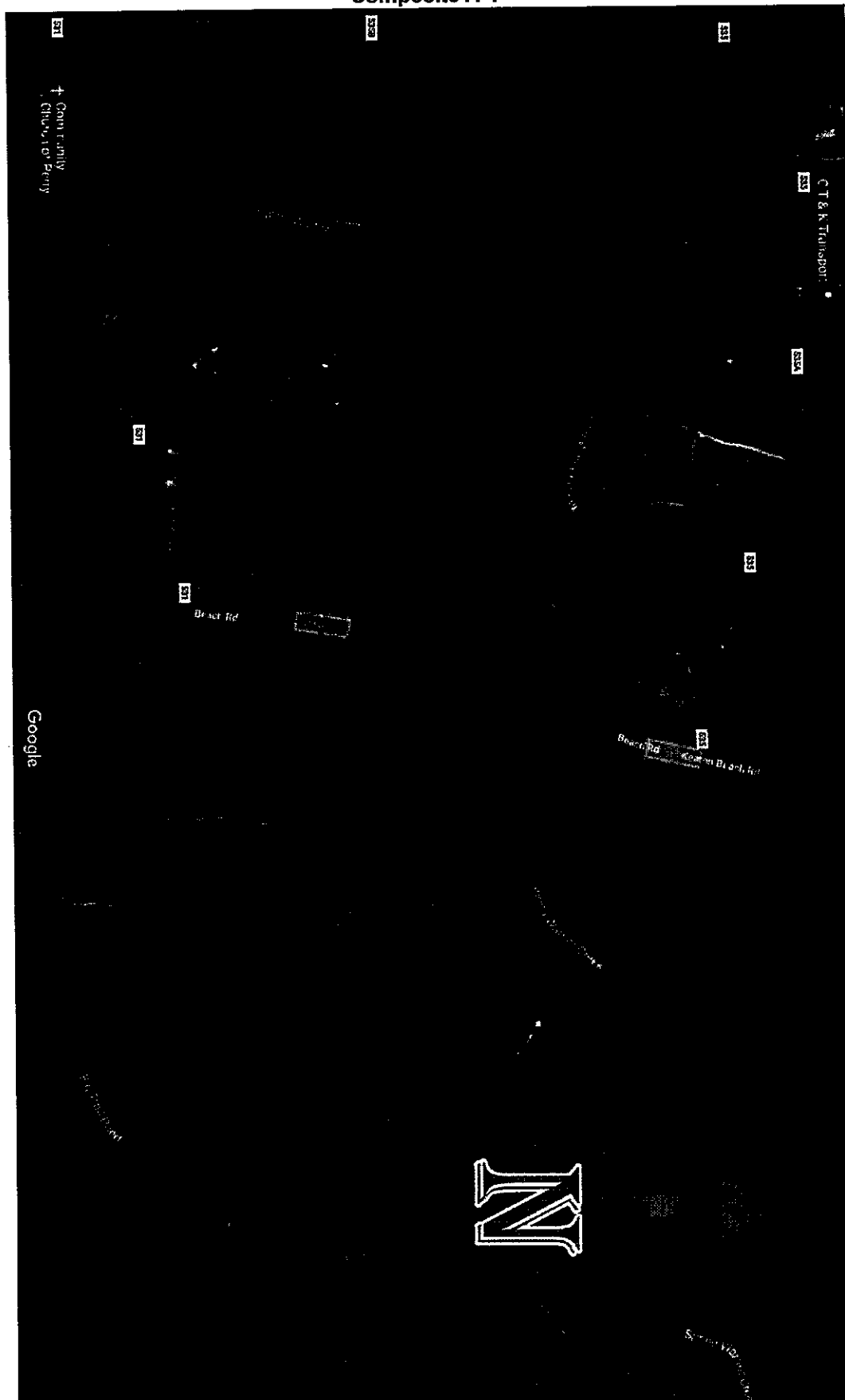
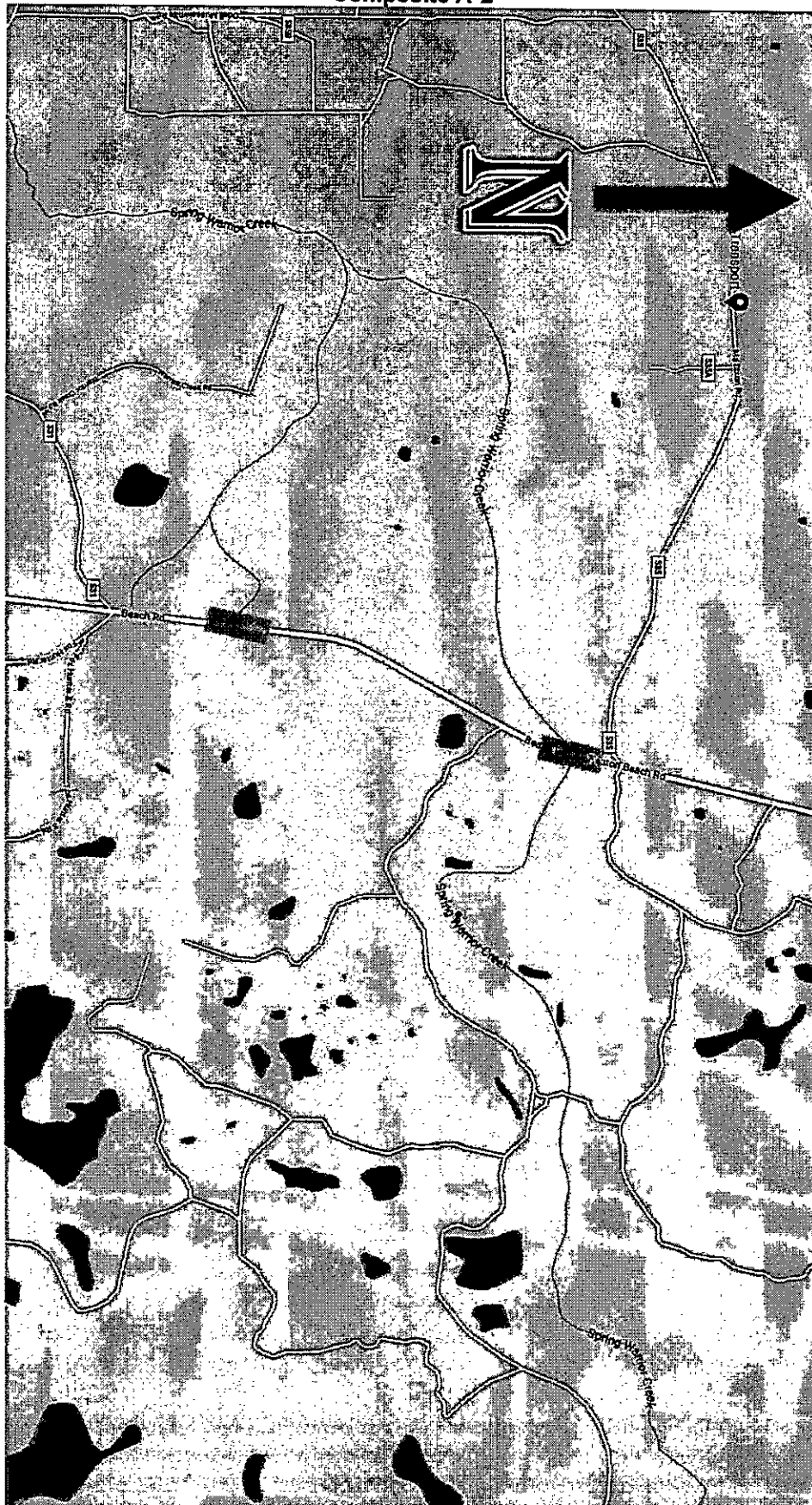


EXHIBIT "A" Cont'd
Composite A-2



LEGEND:
 MILLING & RESURFACING

ROADWAY PLAN-PROFILE

PLAN VIEW:
 STATIONING: 598+00, 600, 601, 602
 EXISTING ROAD
 WATERCOURSE
 NEW LINE
 BEGIN PROJECT
 BEGIN MILLING & RESURFACING STA. 602+06.83
 MATCH LINE @ STA. 602+80.00

PROFILE VIEW:
 BEGIN PROJECT
 BEGIN MILLING & RESURFACING
 MATCH LINE @ STA. 602+80.00

SCALE:
 HORIZONTAL: 1" = 40'
 VERTICAL: 1" = 10'

LEGEND:
 MILLING & RESURFACING

EXHIBIT "B" Cont'd
Composite B-2

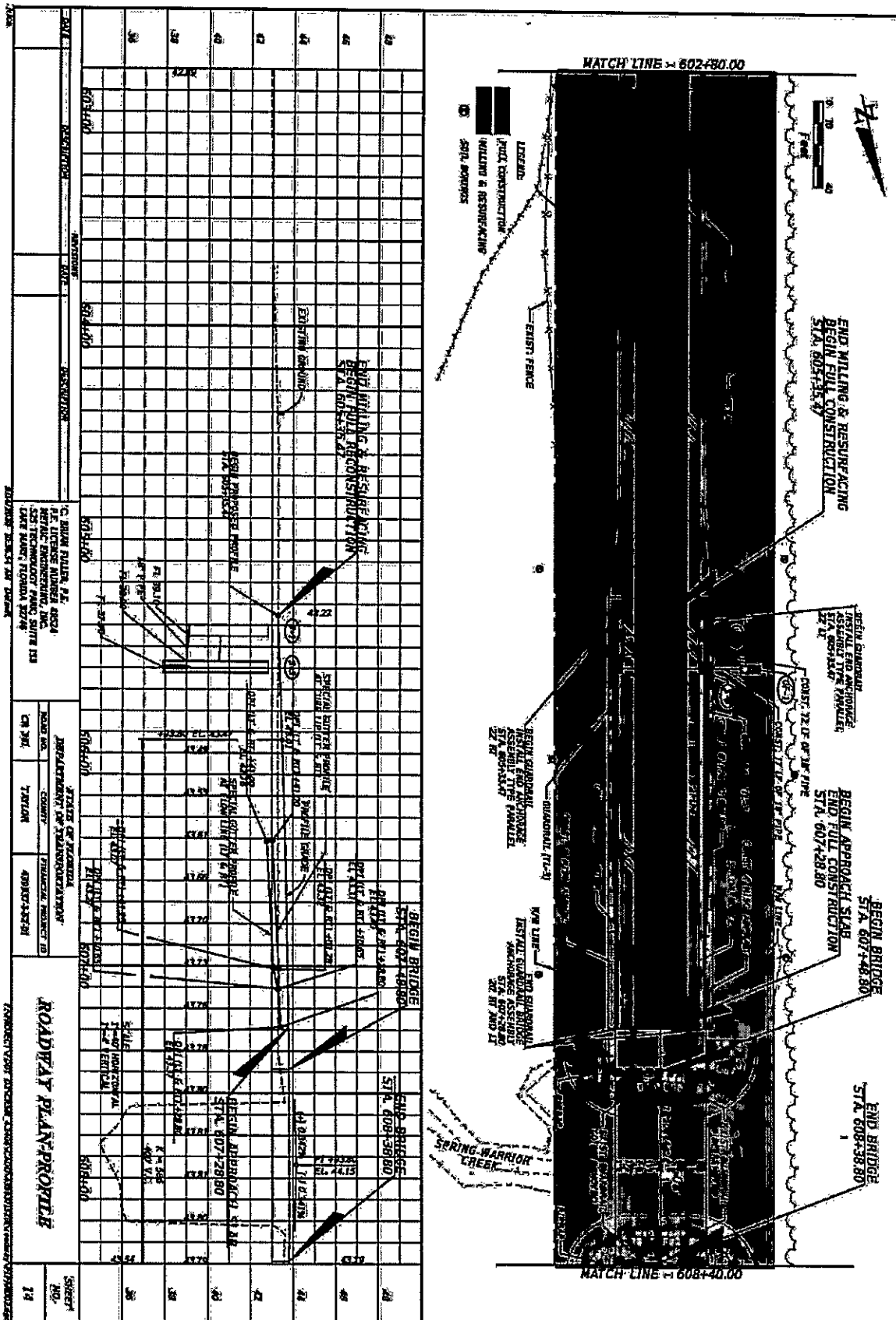
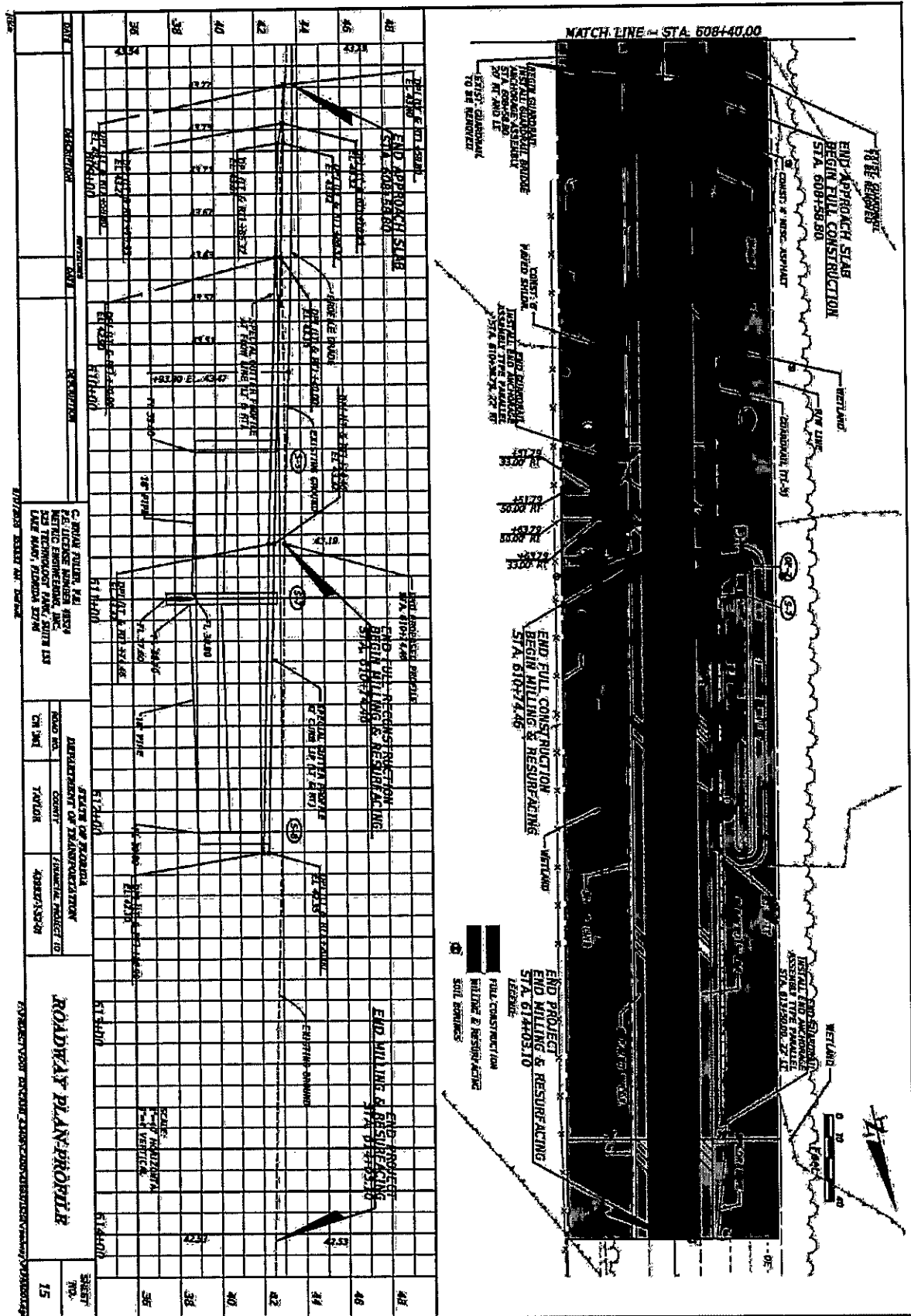


EXHIBIT "B" Cont'd
 Composite B-3



[illegible]

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EXHIBIT "B" Cont'd
Composite B-6

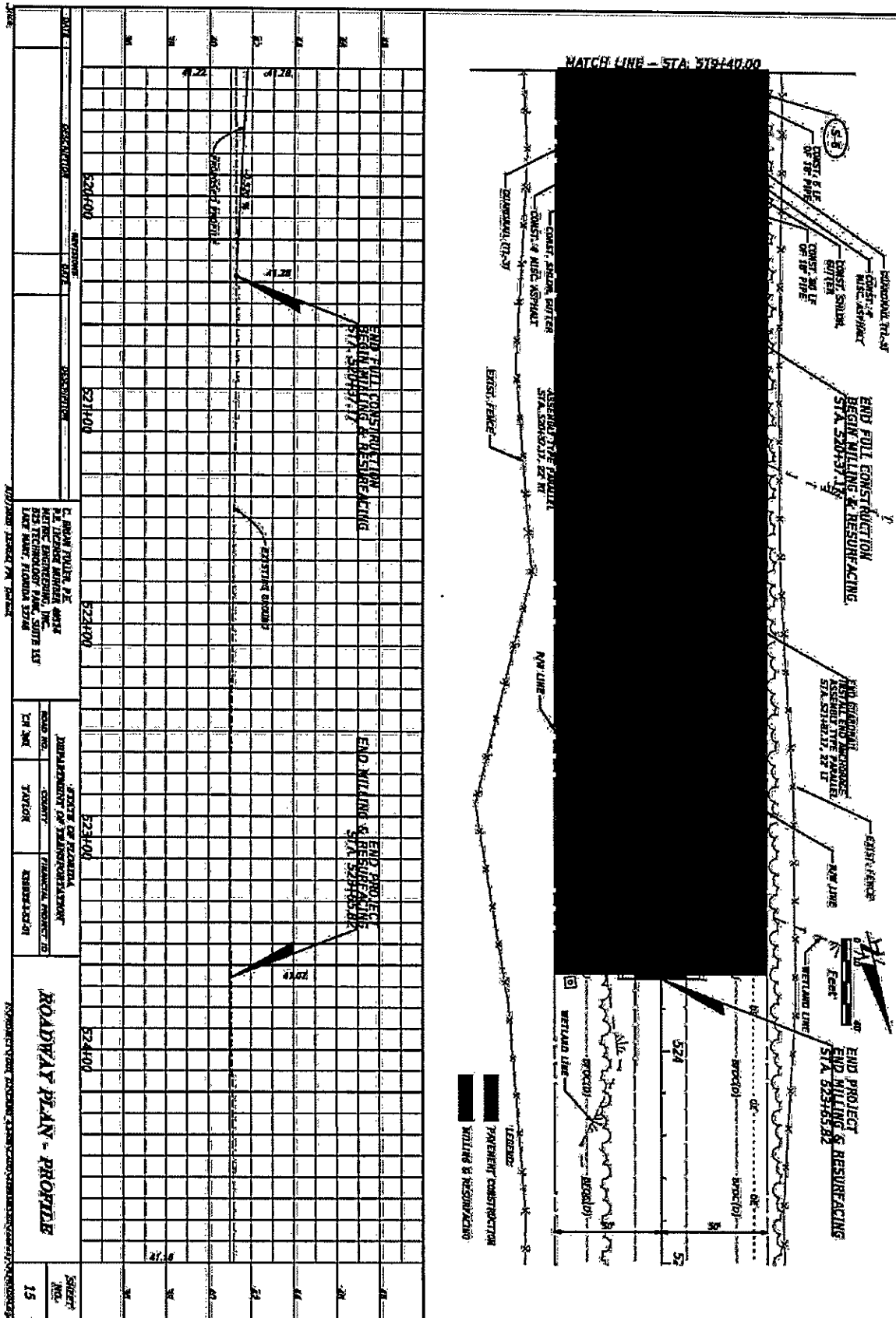


EXHIBIT "B" Cont'd
Composite B-7

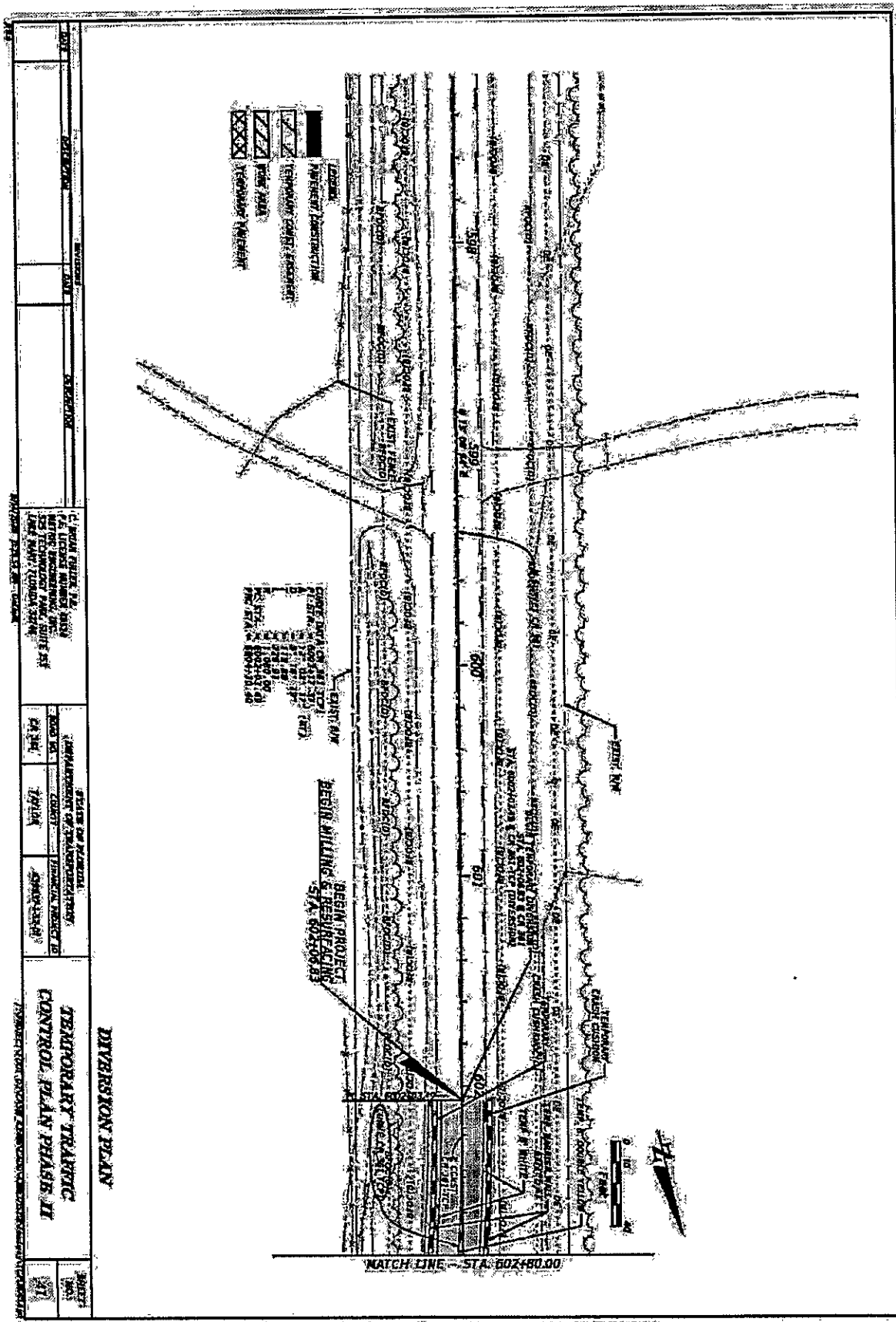
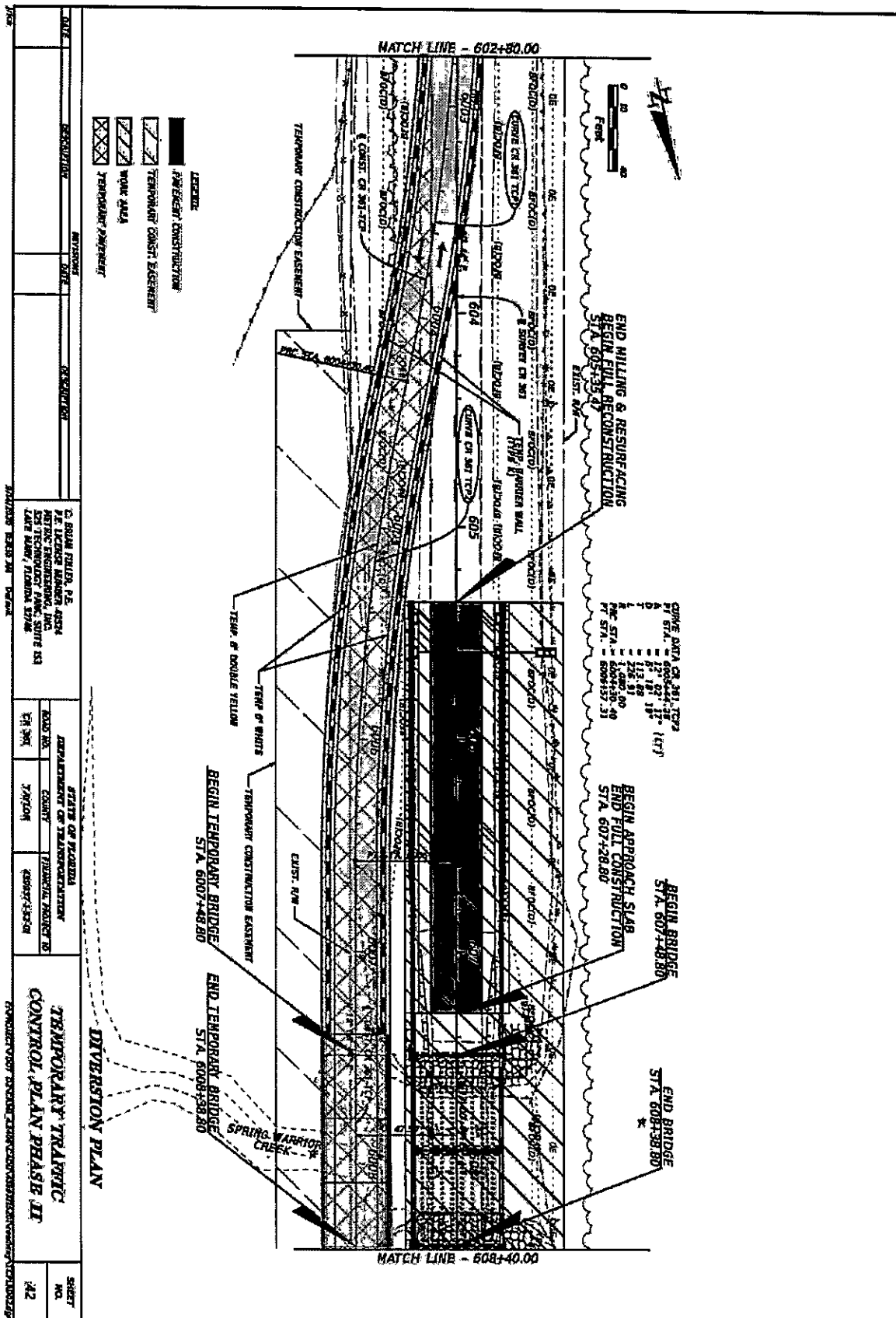


EXHIBIT "B" Cont'd
Composite B-8



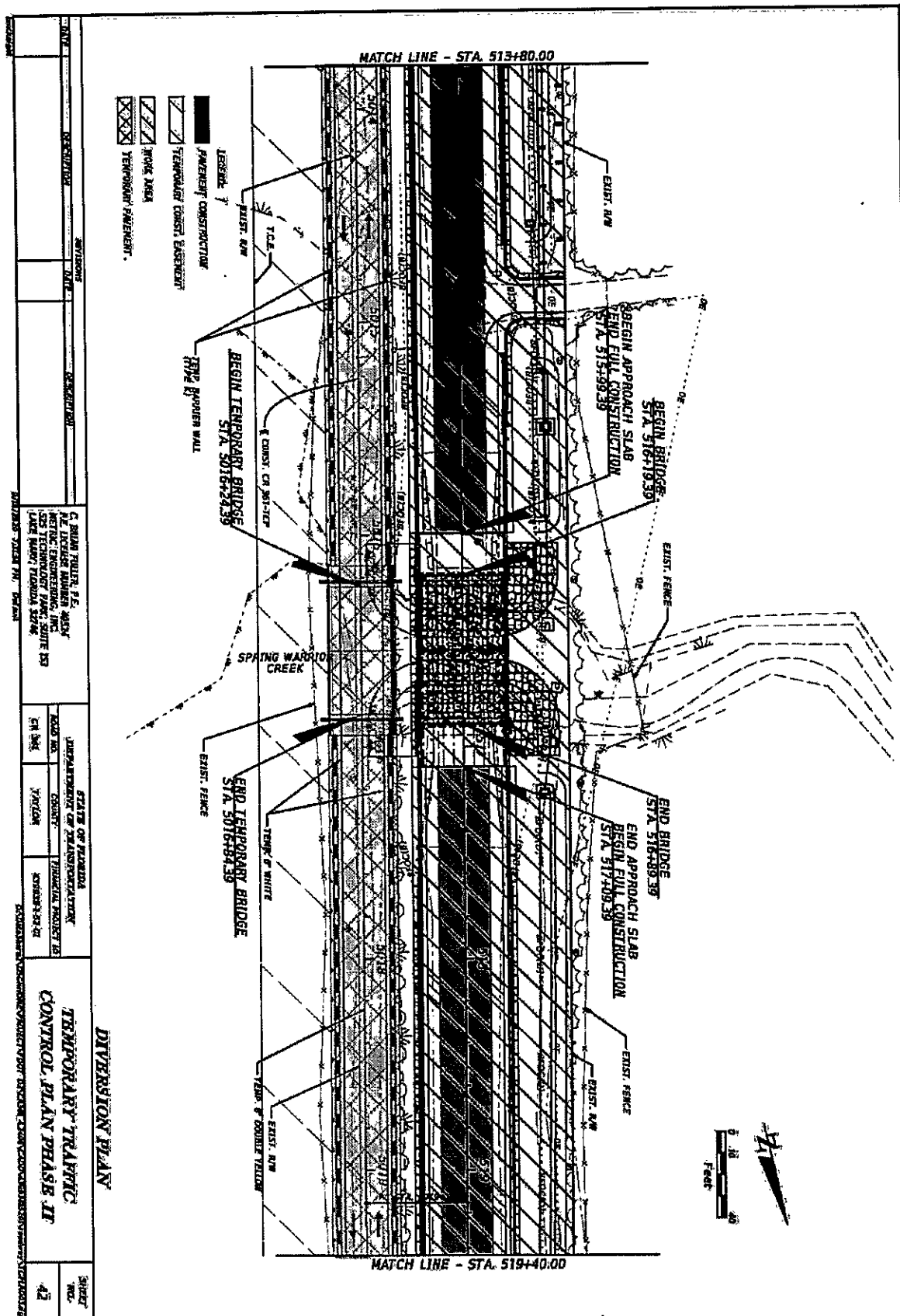
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THE OFFICIAL RECORD ON THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 8013-2F.004, F.A.C.

[illegible]

Federal Id. No.: ACBR
Project Description: CR 361 Bridge Replacement over Warrior Creek Bridge No. 380037 & 380035
Off System Department Construct Agency Maintain

EXHIBIT "B" Cont'd
Composite B-11



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**Project Description: CR 361 Bridge Replacement over Warrior Creek Bridge No. 380037 & 380035
Off System Department Construct Agency Maintain**

EXHIBIT "B" Cont'd
Composite B-12

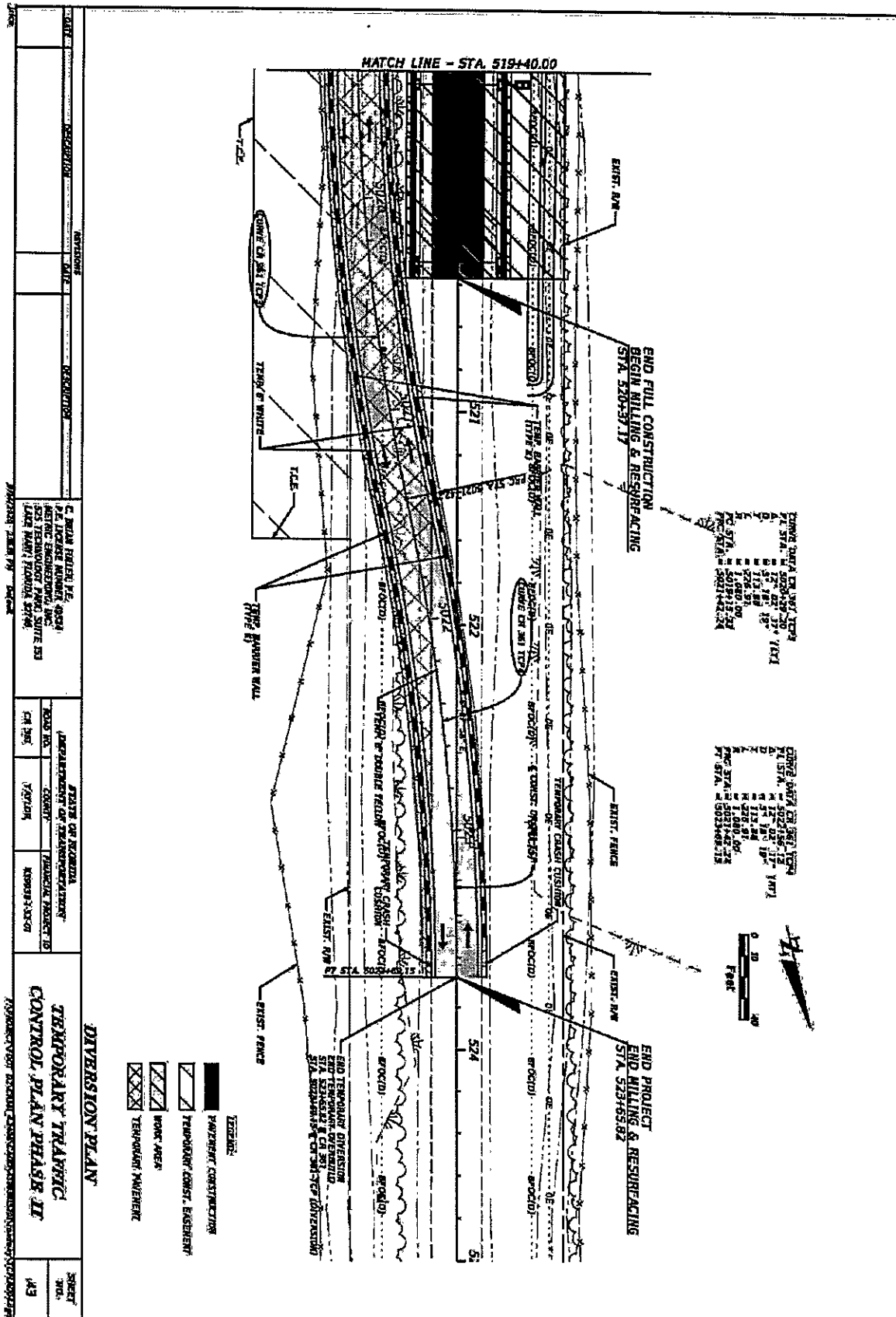


EXHIBIT "C"
(County Endorsement)

RESOLUTION NO. N/A

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to endorse the Florida Department of Transportation's Local Agency Program-Off System Project Delivery for bridge replacements at CR-361 over Clearwater Creek (380040), CR-361B over Rocky Creek (380070), and CR-361 over Spring Warrior Creek (380035 & 380037).

WHEREAS, Although LAP certified, the Board has determined it to be in Taylor County's best interest to endorse FDOT delivery of the bridge replacement projects, and

WHEREAS, the Board has determined that such delivery will allow for greater efficiency, time savings and offer a more optimal method due to Taylor County's limited staff and associated resources.

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

1. The Florida Department of Transportation and the Board of County Commissioners may execute a separate transfer and maintenance agreement for the bridge replacement project at a later date if required.
2. The Chair of the Board is authorized to enter into any subsequent transfer and maintenance agreement for the bridge replacement projects.
3. Any items requested by the Board to be included in the scope of work for the bridge replacement project, in the Florida Department of Transportation's sole discretion and without limitation in accordance with the Code of Federal Regulations (CFR), deemed to be federal non-participating items, shall be funded at the sole expense of the Board of County Commissioners.

PASSED in regular session this 20th day of February, 2018.



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk


BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: *Pam Feagle*

PAM FEAGLE, Chair

Financial Project Id. No.: 439937-1-52-01 & 439938-1-52-01
Federal Id. No.: ACBR
Project Description: CR 361 Bridge Replacement over Warrior Creek Bridge No. 380037 & 380035
Off System Department Construct Agency Maintain

EXHIBIT "D"
(RESOLUTION)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT, WIDEN & RESURFACE ASH STREET (CR 356) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.
MEETING DATE REQUESTED:	August 17, 2021

Statement of Issue:

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

Recommended Action:

The Board of County Commissioners should approve the SCOP Reimbursement Agreement to reconstruct, widen and resurface Ash Street (CR 356) from US HWY 19 to Helen Street, approximately 2 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board.

Fiscal Impact: FISCAL YR 2021/22 - \$2,146,431.00 SCOP Funding

Budgeted Expense: NO (FY 21/22)

Submitted By: COUNTY ENGINEER

Contact: County Engineer

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

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

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. Once approved, FDOT will reimburse up to \$2,146,431.00 toward the construction, design and administration cost of the proposed improvements. The agreement requires that The Board let the construction contract on or before October 30, 2023, and complete the project by October 30, 2025.

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

Options:

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

Attachments:

Resolution authorizing Chair to sign the agreement on behalf of the Commission
FDOT SCOP Reimbursement Agreement – Ash Street (CR 356)

RESOLUTION NO. _____

***Ash Street Widening/Resurfacing Agreement
Signature Authorization***

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Outreach Program (SCOP) Reimbursement Agreement to reconstruct, widen and resurface Ash Street (CR 356) from US HWY 19 to Helen Street for approximately 2 miles.

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

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

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

1. The Chair of the Board is authorized to enter into the SCOP Reimbursement Agreement to reconstruct, widen and resurface Ash Street (CR 356) from US HWY 19 to Helen Street for approximately 2 miles in Taylor County, Florida.

PASSED in regular session this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

Thomas Demps, Chair

ATTEST:

GARY KNOWLES, Clerk

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FPN: <u>443406-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: <u>443406-1-54-01</u>	Fund: <u>GRSC</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: <u>443406-1-54-01</u>	Fund: <u>SCWR</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
County No: <u>38 (Taylor)</u>	Contract No: _____	Vendor No: <u>VF596000879041</u>

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

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

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

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction, and construction engineering and inspection for widening and resurface existing lanes on Ash Street from US19 to Helen Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 10/30/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$2,146,431.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,146,431.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

7. Compensation and Payment:

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

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

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

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

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

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

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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

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

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

8. General Requirements:

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

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

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

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

9. Contracts of the Recipient

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

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

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

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

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

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

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

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

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

☐ shall

☒ shall not

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

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

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

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

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

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

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- 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

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

14. Indemnification and Insurance:

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

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

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

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

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

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

15. Miscellaneous:

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

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

16. Exhibits.

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

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g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

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

*Exhibit K: Advance Project Reimbursement

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

*Additional Exhibit(s): _____

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

The remainder of this page intentionally left blank.

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

RECIPIENT Taylor County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Thomas Demps
Title: Chairman

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

By: _____
Name: Angela Hensel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 443406-1-54-01

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

Taylor County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Approximately 2.0 miles

PROJECT DESCRIPTION: Design, construction, and construction engineering and inspection for widening and resurfacing existing lanes on Ash Street from US19 to Helen Street

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

- a) Design to be completed by March 30, 2023.
- b) Construction contract to be let by October 30, 2023.
- c) Construction to be completed by October 30, 2025.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County 201 E. Green St. Perry, FL 32347	FINANCIAL PROJECT NUMBER: 443406-1-54-01
--	--

I. PHASE OF WORK by Fiscal Year:	FY 2022	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ()	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ()	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ()	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

Design/Construction/CEI - Phase 54	\$ 2,146,431.00	\$ 0.00	\$ 0.00	\$2,146,431.00
Maximum Department Participation - (GRSC)	100% or \$ 388,333.00	% or \$	% or \$	% or \$ 388,333.00
Maximum Department Participation - (SCOP)	100% or \$ 496,431.00	% or \$	% or \$	% or \$ 496,431.00
Maximum Department Participation - (SCWR)	100% or \$ 1,261,667.00	% or \$	% or \$	% or \$ 1,261,667.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$2,146,431.00	\$0.00	\$0.00	\$2,146,431.00

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

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

Cassandra Lamey

District Grant Manager Name

Signature

Date

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

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

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and TAYLOR COUNTY

PROJECT DESCRIPTION: Design, construction, and construction engineering and inspection for widening and resurfacing existing lanes on Ash Street from US19 to Helen Street

FPID#: 443406-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of October 30, 2025.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

SEAL:

By: _____ P.E.
Name: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

**State Project Title
and CSFA
Number:**

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

***Award Amount:** \$2,146,431.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, August 10, 2021 6:48 AM
To: Agenda; Marsha Durden
Subject: Fwd: IMPORTANT-Opioid Litigation UPDATE Regarding Mallinckrodt Bankruptcy – Taylor County

Sent from my iPhone

Begin forwarded message:

From: Jamey Szerdi <jamey@romanolawgroup.com>
Date: August 9, 2021 at 2:01:27 PM EDT
To: lawbishop@fairpoint.net, Karen Parker <karenparker@fairpoint.net>, LaWanda Pemberton <lpemberton@taylorcountygov.com>
Cc: Brent Ceryes <bceryes@sfspa.com>, Eric Romano <eric@romanolawgroup.com>, Phil Federico <pfederico@sfspa.com>, Matt Legg <mlegg@sfspa.com>, mavera@avera.com, RodSmith@avera.com, dvallejos-nichols@avera.com, "Peter H. Weinberger" <PWeinberger@spanglaw.com>, Dustin Herman <DHerman@spanglaw.com>, Erika Sneeringer <esneeringer@sfspa.com>, Diane Bosworth <Diane@romanolawgroup.com>, gknowles@taylorclerk.com, Jamey Szerdi <jamey@romanolawgroup.com>
Subject: RE: IMPORTANT-Opioid Litigation UPDATE Regarding Mallinckrodt Bankruptcy – Taylor County

Dear Mr. Bishop, Ms. Parker & Ms. Pemberton,

We are writing to provide an important update and notify you of upcoming required action and deadlines for voting on the Mallinckrodt plc bankruptcy Plan (Mallinckrodt Plan).

Mallinckrodt is a manufacturer of opioid-pain medication, and was among the Defendants named in the complaint we filed on your behalf. Mallinckrodt has now sought bankruptcy protection under Chapter 11 of the Bankruptcy Code, as result of opioid litigation liabilities and other debt obligations.

The proposed plan will result in a restructuring of the Debtor's business, and the establishment of a trust (referred to in the Plan and the Disclosure Statement as the Opioid MDT II) to be funded with approximately \$1.6 billion in cash (paid over seven years) and certain non-cash assets, including warrants, insurance rights and certain estate causes of action, that will serve as the source of recovery to all Opioid Claimants. These funds will be divided among various trusts, including governmental claims, hospital claims, third party payer claims, and personal injury claims.

The following bankruptcy related materials are available in the link below:

- **NOTICE OF (I) HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE DEBTORS AND (II) RELATED VOTING AND OBJECTION DEADLINES**
- **COVER LETTER AND RECOMMENDATION OF THE DEBTORS**
- **NOTICE TO OPIOID CLAIMANTS**
- **OCC PLAN POSITION LETTER**
- **DISCLOSURE STATEMENT FOR JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MALLINCKRODT PLC AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**
- **ORDER (I) APPROVING THE DISCLOSURE STATEMENT AND FORM AND MANNER OF NOTICE OF HEARING THEREON, (II) ESTABLISHING SOLICITATION PROCEDURES, (III) APPROVING THE FORM AND MANNER OF NOTICE TO ATTORNEYS AND SOLICITATION DIRECTIVE, (IV) APPROVING THE FORM OF BALLOTS, (V) APPROVING THE FORM, MANNER, AND SCOPE OF CONFIRMATION NOTICES, (VI) ESTABLISHING CERTAIN DEADLINES IN CONNECTION WITH APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN, AND (VII) GRANTING RELATED RELIEF**
- **SOLICITATION PROCEDURES**

Link: <https://sfspa.sharefile.com/d-sc4fc7428f8ad4992a9445df368ff67fa>

The deadline to vote on this plan is September 3, 2021, at 4:00 p.m., prevailing Eastern Time.

We understand that the deadline is a little less than a month away. Therefore we wanted to provide you with this information quickly as a reminder to begin reviewing the solicitation package and begin evaluating your voting decision as soon as possible. If your governmental entity must hold a meeting to vote on the Mallinckrodt Plan, please schedule that meeting immediately, as the deadline to vote on the Plan is September 3, 2021.

Our Recommendation:

The leadership of the Opioid MDL (PEC) is in the process of finalizing a few remaining material issues involving the Mallinckrodt Plan. Accordingly, the PEC issued a recommendation that you refrain from voting on the Mallinckrodt Plan until these material issues are resolved.

We anticipate a full endorsement of the Mallinckrodt Plan. The PEC intends to issue a follow-up letter along with a comprehensive overview of the Mallinckrodt Plan after the material issues are resolved. We will forward the PEC's ultimate recommendation and overview regarding the Mallinckrodt Plan as soon as we receive it. Based on currently available information, we anticipate agreeing with the PEC's recommendation.

As with the Purdue bankruptcy, we will collect your vote and submit it on your behalf through a Master Ballot. As noted above, the Deadline to submit a Master Ballot indicating all of our clients' votes is September 3, 2021, at 4:00 p.m., prevailing Eastern

Time. Therefore, after the PEC issues its ultimate recommendation, we request you send us your voting instructions (approve, reject or abstain) to Jamey Szerdi at jamey@romanolawgroup.com on or before September 1, 2021, so that we can prepare the Master Ballot for timely submission.

However, if we don't receive your voting decision on or before September 1, 2021, to Jamey Szerdi at jamey@romanolawgroup.com, we will cast your vote following and in accordance with our and the PEC's recommendation.

If you do not want us to cast your vote using this procedure, please notify us by emailing Jamey Szerdi at jamey@romanolawgroup.com

If you have any questions or concerns regarding this communication or the Mallinckrodt bankruptcy Plan in general, please contact us at your earliest convenience.

With Kindest Regards & have a Blessed day,



Jamey H. Szerdi
Mass Tort Legal Assistant

ROMANO LAW GROUP

1601 Belvedere Road, Suite 500-S
West Palm Beach, FL 33406-1551
Office: (561) 533-6700
Direct: (561) 623-2223
Cell: (561) 400-0592
Fax: (561) 533-1285
romanolawgroup.com

From: Jamey Szerdi <jamey@romanolawgroup.com>

Sent: Tuesday, July 27, 2021 3:10 PM

To: lawbishop@fairpoint.net; Karen Parker <karenparker@fairpoint.net>; LaWanda Pemberton <LPemberton@taylorcountygov.com>

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>; Jamey Szerdi <jamey@romanolawgroup.com>; gknowles@taylorclerk.com

Subject: RE: IMPORTANT Update Regarding Opioid Litigation – Taylor County

Importance: High

Dear Mr. Bishop, Ms. Parker & Ms. Pemberton,

Please see the attached letter providing an important status update regarding the opioid litigation, along with a list of Frequently Asked Questions. As always, if you have additional questions, please let us know, thank you so much.

Ms. Parker & Ms. Pemberton, how did the MOU Resolution vote go at the 7/20/21 Commission Meeting? Please let us know their decision when you have a moment, thank you.

With Kindest Regards & have a Blessed day,



Jamey H. Szerdi
Mass Tort Legal Assistant

ROMANO LAW GROUP

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Fax: (561) 533-1285
romanolawgroup.com

From: Jamey Szerdi <jamey@romanolawgroup.com>

Sent: Thursday, June 24, 2021 3:41 PM

To: lawbishop@fairpoint.net

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; John Romano <john@romanolawgroup.com>; mavera@avera.com; RodSmith@avera.com; dvallejosh-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>; Jamey Szerdi <jamey@romanolawgroup.com>

Subject: RE: TIME SENSITIVE Opioid Litigation Update: Purdue – Taylor County

Importance: High

Dear Mr. Bishop,

Attached please find correspondence regarding the Purdue bankruptcy plan. As we have filed a “proof of claim” on your behalf in this bankruptcy, you are entitled to vote for or against this proposed plan.

We believe this bankruptcy plan is in the best interest of our clients, in view of the potential risks and costs of continued litigation.

All Bankruptcy Plan related materials are set forth in the link below for your review:

<https://sfspa.sharefile.com/d-s14775eca95d947ffb16497817502e589>

We encourage you to please review the materials in this link and the attached correspondence, and **advise us via email no later than July 12, 2021, whether you support this bankruptcy plan.** We must submit your vote no later than July 14, 2021.

If you have any questions regarding this proposal, please feel free to contact any of our attorney’s on our team.



With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant

Romano Law Group

Palm Beach International Towers
1601 Belvedere Rd., Suite 500-S
West Palm Beach, FL 33406-1551

Office: (561) 533-6700

Direct: (561) 623-2223

Cell: (561) 400-0592

Facsimile: (561) 533-1285

Website: www.RomanoLawGroup.com

Mailing Address: P.O. Box 21349, West Palm Beach, FL 33416

 **Please consider the environment before printing this e-mail.**

From: Jamey Szerdi <jamey@romanolawgroup.com>

Sent: Friday, June 4, 2021 6:02 PM

To: lawbishop@fairpoint.net

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; John Romano <john@romanolawgroup.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>; Jamey Szerdi <jamey@romanolawgroup.com>

Subject: RE: IMPORTANT Update re: Opioid Litigation - Taylor County

Importance: High

Dear Mr. Bishop,

I am writing with an update on the Opioid litigation. This past April, our office provided you a copy of a proposed Memorandum of Understanding which would govern the allocation any settlement funds obtained through this litigation. We included with the MOU an explanatory letter, as well as a proposed resolution for consideration by your Commission. Shortly thereafter, based on several meetings between the AG's office and cities and counties through the state, several clients proposed minor amendments to the MOU. In view of the potential for amendments, we suggested that you delay bringing the MOU and the associated resolution before your Commission, to allow time for further discussion of these revisions.

Since that time, a number of cities and counties throughout the state have returned signed resolutions agreeing to the previously circulated MOU. Because of this, the Deputy Attorney General, John Guard, has advised that he is not inclined to make any further revisions to the MOU at this time. Instead, his preference is to discuss any proposed changes in a final agreement, which will be negotiated after broad adoption of the MOU.

Based on these developments, we believe it is now prudent for you to bring this MOU and resolution before your commission. We suggest that you do so in the 60 days, if possible. As before, we believe this MOU reflects a reasonable compromise between the State and its political subdivisions. We have included the previously circulated materials with this email. As always, we are happy to answer any questions that you may have about this MOU, or the litigation in general.



With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant
Romano Law Group

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Facsimile: (561) 533-1285

Website: www.RomanoLawGroup.com

Mailing Address: P.O. Box 21349, West Palm Beach, FL 33416

Please consider the environment before printing this e-mail.

From: Jamey Szerdi <jamey@romanolawgroup.com>

Sent: Thursday, May 27, 2021 12:44 PM

To: lawbishop@fairpoint.net

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; John Romano <john@romanolawgroup.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>; Jamey Szerdi <jamey@romanolawgroup.com>

Subject: RE: Opioid Litigation Q&A Session w/ Deputy Atty General-Taylor County

Importance: High

Dear Mr. Bishop,

Although you may have already received this information from the Attorney General's Office, we are passing it along to you just in case. There are two upcoming Q&A sessions with Deputy Attorney General John Guard, to address any remaining questions or concerns regarding the Memorandum of Understanding (MOU) and proposed allocation agreement between the state and local governments. The sessions will take place on June 1 and June 7. A representative from our team will attend both sessions. If you would like to participate, you may [CLICK HERE](#) to sign up.



With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant

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Please consider the environment before printing this e-mail.

From: Jamey Szerdi

Sent: Thursday, May 6, 2021 5:25 PM

To: lawbishop@fairpoint.net

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; John Romano <john@romanolawgroup.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>

Subject: Re: Opioid Litigation Update-MOU - Taylor County

Importance: High

Dear Mr. Bishop,

We are writing to provide you with an update regarding MOU. Last week, Deputy Attorney John Guard held several video conference meetings with local governments throughout the state to discuss the Memorandum of Understanding we circulated to you several weeks ago. You should have received invitations for these meetings directly from the Attorney General's office. Our team attended each of these meetings. Among those cities and counties in attendance, there is general agreement with the substantive aspects of the MOU. However, certain local governments have requested relatively minor amendments to the MOU. These revisions primarily concern non-qualified counties, to ensure that Managing Entities provide appropriate levels of service in each non-qualified county. We will be discussing these requests with the AG's office over the coming days.

In view of the potential for changes, we would recommend that you defer a vote on the resolution until we have a final version of the MOU. While this could occur in the next couple weeks, at this point we believe it would be best to plan for a vote no earlier than June. We understand that certain commissions may go into recess over the summer months, which could create scheduling difficulties. If you have any questions about this timeline, please feel free to reach out to us to discuss your particular situation.

Thank you for your time and patience, have a great rest of the week



With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant

Romano Law Group

Palm Beach International Towers

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Mailing Address: P.O. Box 21349, West Palm Beach, FL 33416

 **Please consider the environment before printing this e-mail.**

20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF JOB
DESCRIPTION FOR PARK MAINTENANCE TECHNICIAN

MEETING DATE REQUESTED:

AUGUST 17, 2021

Statement of Issue: THE JOB DESCRIPTION FOR THE PARK MAINTENANCE TECHNICIAN WILL PROVIDE FOR GROUNDS MAINTENANCE AT THE SPORTS COMPLEX AND OTHER COUNTY FACILITIES.

Recommended Action: APPROVE

Fiscal Impact: SALARY AND ASSOCIATED BENEFITS.

Budgeted Expense: YES, UPON CANCELLATION OF DEPARTMENT OF CORRECTIONS INMATE WORK SQUAD CONTRACT

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TAYLOR COUNTY HAS HAD A LONG STANDING AGREEMENT WITH THE DEPARTMENT OF CORRECTIONS TO PROVIDE TWO INMATE WORK SQUADS, ONE OF WHICH IS DEDICATED TO THE SPORTS COMPLEX. THE DEPARTMENT OF CORRECTIONS HAS BEEN UNABLE TO FILL THIS OBLIGATION FOR MOST OF THE LAST FISCAL YEAR DUE TO STAFFING CHALLENGES.

THE APPROVAL TO HIRE A DEDICATED PARK MAINTENANCE TECHNICIAN WOULD PROVIDE FOR CONSISTENT GROUNDS MAINTENANCE AT THE SPORTS COMPLEX AND OTHER FACILITIES. THE SHERIFF'S OFFICE WORK SQUAD WOULD CONTINUE TO PROVIDE RESOURCES AT THE SPORTS COMPLEX AND OTHER FACILITIES.

Options: APPROVE/NOT APPROVE

Attachments: DRAFT JOB DESCRIPTION

Taylor County Board of County Commissioners
JOB TITLE: Park Maintenance Technician

NON-EXEMPT
PAY GRADE: 150
SALARY RANGE: \$10.50 PER HOUR
LOCATION: MULTIPLE LOCATIONS
PREPARED BY: ADMINISTRATION

UNION (Y/N):
DEPARTMENT: PARKS & RECREATION
WORKERS COMP CODE:
DEPARTMENT: PARKS & RECREATION
APPROVED BY BOCC:

THIS POSITION DOES NOT HAVE THE ABILITY TO ENGAGE IN TANGIBLE EMPLOYMENT ACTIONS.

THIS POSITION IS CONSIDERED "ESSENTIAL" DURING DECLARED STATES OF EMERGENCY AND WILL PARTICIPATE IN EMERGENCY SUPPORT FUNCTIONS.

SUMMARY:

Manual work in maintaining various grounds, fields and facilities. Work is performed under the supervision of the Parks and Recreation Manager.

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

- Maintains various grounds, fields and parks by performing mowing, weeding, tilling, raking, digging and other manual labor tasks.
- Prepares fields for athletic activities such as: lining, raking.
- Maintains equipment and facilities by performing manual labor and semi-skilled work.
- Performs litter control functions; cleans restrooms; sets up picnic and other areas.
- Does painting, carpentry, plumbing and minor electrical repairs.
- Repairs and maintains irrigation system(s).
- Operates vehicles. Performs preventative maintenance functions on the vehicles. Performs mechanical repair on small engines.
- Operates equipment occasionally such as: front-end loaders, tractors, box blades, spreader, etc.
- Makes daily written and oral reports.
- Informs and directs public in the use of facilities.
- Work multiple evening and weekend hours on a seasonal basis.
- Supervise community service or trustee workers and inmate crews.
- Performs duties as directed.

Taylor County Board of County Commissioners

JOB TITLE: Park Maintenance Technician

- Position will work frequently with, in and around County/City employees, volunteer groups, community service or trustee workers, and inmate work crews.
- Maintains turf areas, including Integrated Pest Management (IPM) and weed control;
- Maintains landscaping and irrigation systems.
- Performs basic grounds keeping duties such as trimming of grass, trees and shrubs as required.
- Assists with preventative maintenance and emergency repairs at all site locations.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all other duties that are related to the essential job functions.)

QUALIFICATION REQUIREMENTS:

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of facilities maintenance and repair functions.
- Knowledge of landscape maintenance.
- Knowledge of tools and equipment to do related work.
- Knowledge of grounds keeping practices and principles.
- Ability to operate light to medium equipment.
- Ability to perform heavy manual labor under various weather conditions.
- Ability to follow written and verbal instructions.
- Skill in the operation and preventative maintenance of equipment and related tools.
- Knowledge and experience with Turf and Athletic field management and conditioning preferred.
- Principles of landscape design and irrigation systems
- Knowledge of integrated pest management.

EDUCATION/EXPERIENCE:

High school graduation or possession of an acceptable equivalency diploma. One (1) year of semi-skilled maintenance work.

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

Valid Florida or Georgia Driver's License.

Taylor County Board of County Commissioners

JOB TITLE: Park Maintenance Technician

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.

Moderate (15 to 44 pounds) lifting and carrying

- Ability to communicate both orally and in writing
- Walking
- Standing
- Kneeling
- Bending
- Driving
- Operating equipment
- Stooping

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.

Works outside in various weather conditions (high temperatures and humidity)

- Chemicals (insecticides and herbicides)
- Heights (up to 15 feet)

ADDITIONS TO THE AGENDA

August 17, 2021

PUBLIC REQUESTS:

TABLE

15. GINA SMITH TO APPEAR TO DISCUSS REQUEST FOR FUNDING FOR RECREATION IN STEINHATCHEE.

16. MIKE WEEKLY TO APPEAR TO DISCUSS NEIGHBORHOOD FLOODING ISSUE.