

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, FEBRUARY 19, 2013  
5:30 P.M.

201 E. GREEN STREET  
TAYLOR COUNTY COURTHOUSE ANNEX  
OLD POST OFFICE COMPLEX

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.

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES of January 22, 29 and February 4, 2013. (COPIES PROVIDED BY E-MAIL)
3. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

4. CONSENT ITEMS A - Z:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14:(2)(c))

- A. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND AND THE AFFORDABLE HOUSING FUND (2012-2013 GRANT), AS AGENDAED BY COUNTY FINANCE.
- B. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION FOR THE BUILDING DEPARTMENT OPERATIONS VEHICLE BIDS, AS AGENDAED BY DANNY GRINER, COUNTY BUILDING OFFICIAL.

BIDS/PUBLIC HEARINGS:

- 5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT SUBMISSION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2019 FUNDING CYCLE.

HOSPITAL ITEMS:

- 6. RICHARD POWELL, POWELL & JONES, CPAS, TO APPEAR TO PRESENT THE YEAR-END AUDIT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY JIM LEIS, DOCTORS' MEMORIAL HOSPITAL CFO.
- 7. THE BOARD TO CONSIDER APPROVAL OF A LETTER OF SUPPORT FOR DMH GRANT APPLICATION TO THE EMERGENCY MEDICAL SERVICE MATCHING GRANT PROGRAM.

PUBLIC REQUESTS:

8. NEIL RICE TO APPEAR BEFORE THE BOARD TO PRESENT AND DISCUSS DOCUMENTS REGARDING AGENDA 21 AND SUSTAINABLE DEVELOPMENT. (DOCUMENTS NOT PROVIDED)
9. DOYLE PADGETT TO APPEAR BEFORE THE BOARD TO REQUEST 26 INDIVIDUAL PERMITS FOR USE OF THE RIGHT-OF-WAY ON EZELL BEACH DRIVE.

COUNTY STAFF ITEMS:

10. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) REIMBURSEMENT AGREEMENT FOR THE RESURFACING OF OSTEEN ROAD (CR 359B), AND ADOPTION OF RESOLUTION AUTHORIZING EXECUTION BY THE CHAIRMAN, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) REIMBURSEMENT AGREEMENT FOR THE RESURFACING OF EAST ELLISON ROAD (CR 255A), AND ADOPTION OF RESOLUTION AUTHORIZING EXECUTION BY THE CHAIRMAN, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

12. THE BOARD TO CONSIDER APPROVAL OF LETTER EXPLAINING THE COUNTY ATTORNEY'S SERVICE TO THE TAYLOR COASTAL WATER AND SEWER DISTRICT.

COUNTY ADMINISTRATOR ITEMS:

13. THE COUNTY ADMINISTRATOR TO PROVIDE AN OVERVIEW OF THE GULF STATES RESTORE ACT, FUNDING GUIDELINES, AND DISCUSSION REGARDING CREATING THE TAYLOR COUNTY RESTORE ACT COMMITTEE.
14. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
15. ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

16. BOARD INFORMATIONAL ITEMS:

17. EXAMINATION AND APPROVAL OF INVOICES:

18. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

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

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

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

4-A.

**R E S O L U T I O N**

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, 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, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$10,923	001-3312014	Homeland Security Grant
Expenditures:		
\$10,923	0256-53401	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 19th day of February, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(New Homeland Security Grant 2013FY - #13DS97037201358)

**Tammy Taylor**

**From:** Dustin Hinkel <dustin.hinkel@taylorcountygov.com>  
**Sent:** Monday, February 11, 2013 1:08 PM  
**To:** Tammy Taylor  
**Cc:** Stephen Spradley  
**Subject:** New Homeland Security Grant  
**Attachments:** 130211\_SHSGP\_FY12\_Contract\_EXECUTED.pdf

*Sept # 0256*  
*Official Amendment 2013*  
*+ 10,923*

Good Afternoon Tammy!

We need to set up a new cost center for the attached grant. The balance of the grant (\$10,923) needs to be budgeted in Account #53401 Contractual Services. Please let me know if you need anything else.

Thanks!

**Dustin Hinkel, FAEM**

Assistant County Administrator  
Emergency Management Director  
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

Office	EOC
201 E Green Street	591 East US Highway 27
Perry, FL 32347	Perry, Florida 32347
850-838-3500 ext 7 Office	850-838-3575 Phone
850-838-3501 Fax	850-838-3523 Fax
850-672-0830 Cell	

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

*Return 006-3312014*

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Taylor County Emergency Management, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or **October 1, 2012**, whichever is later, and shall end **April 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian

**Attachment A**  
**Budget and Scope of Work**  
**Proposed Program Budget**

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at [www.rkh.us](http://www.rkh.us).
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ↓ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

FY 2012 - State Homeland Security Grant Program – Issue 11	Taylor County Emergency Management	Exercise	\$10,923.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	

**R E S O L U T I O N**

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, 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, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$175,000	001-3347003	FBIP Grant-Keaton Beach Boat Ramp / Parking Facility
Expenditures:		
\$175,000	0439-56300	Capital/Infrastructure

**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 19th day of February, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(Increase in Grant Funding in 2013)

**Taylor County Administrative Complex**  
**201 East Green Street, Perry, Florida 32347**

---

Melody Cox  
Administrative Services

850-838-3553  
850-838-3501 Fax

**grants.coordinator@taylorcountygov.com**

## MEMORANDUM

DATE: February 7, 2013

TO: Tammy

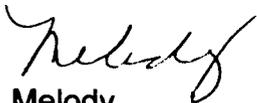
FROM: Melody

RE: Budget Amendment Request  
0439 FBIP KB Boat Ramp Parking

Dept #0439  
\$175,000.00 (Increase /  
Amendment)

Tammy, please prepare a budget amendment as soon as possible for the above indicated budget. I have attached an amended budget and a copy of the executed grant agreement which increase the project budget. We are ready to issue the Notice to Proceed to the contactor who has been selected for the project.

Please let me know if you have any questions. Tammy, thank you!

  
Melody

c.c. Dustin Hinkle

**BUDGET AMENDMENT REQUEST**  
**2012-2013 FISCAL YEAR**

**DEPARTMENT: 0439 FBIP KB Boat Ramp Parking FAC**  
**AMENDMENT REQUEST: February 7, 2013**

**Expenditure**

<b><u>Account #</u></b>	<b><u>Account Description</u></b>	<b>Budgeted</b>	<b>Amended Amount</b>	<b>Amendment</b>
<b>56300</b>	<b>Capital Infrastructure</b>	<b>\$100,000</b>	<b>\$275,000</b>	<b>\$175,000</b>

**Total Amendment Requested \$175,000**

**Total Budget to be carried forward FY 2012-2013 \$275,000**



Florida Fish  
and Wildlife  
Conservation  
Commission

January 31, 2013

Commissioners:

**Kenneth W. Wright**  
Chairman  
Winter Park

**Kathy Barco**  
Vice Chairman  
Jacksonville

**Ronald M. Bergeron**  
Fort Lauderdale

**Richard A. Corbett**  
Tampa

**Aliese P. "Liesa" Priddy**  
Immokalee

**Charles W. Roberts III**  
Tallahassee

**Brian S. Yablonski**  
Tallahassee

Executive Staff:

**Nick Wiley**  
Executive Director

**Greg Holder**  
Assistant Executive Director

**Karen Ventimiglia**  
Chief of Staff

Division of  
Law Enforcement:

**Colonel Jim Brown**  
Director

(850) 488-6251  
(850) 921-8453 FAX

**Wildlife Alert**  
888-404-3922 or  
tip@myfwc.com

*Managing fish and wildlife  
resources for their long term  
well-being and the benefit  
of people.*

620 South Meridian Street  
Tallahassee, Florida  
32399 1600  
Voice: (850) 488 4676

Hearing/speech impaired:  
(800) 955 8771 (T)  
(800) 955 8770 (V)

MyFWC.com

Melody Cox, Project Manager  
Taylor County Board of County Commissioners  
201 East Green Street  
Perry, FL 32347

RE: Contract No. 10253 – Florida Boating Improvement Program (FBIP)  
Grant Agreement – **Keaton Beach Boat Ramp Parking**

Dear Ms. Cox:

Enclosed is a fully executed amendment for the Florida Boating Improvement Program grant referenced above. Please retain this for your records.

If you have any questions, please email me at [tim.woody@MyFWC.com](mailto:tim.woody@MyFWC.com) or call (850) 617-9559.

Sincerely,

Tim Woody, Program Administrator  
Florida Boating Improvement Program  
Boating and Waterways Section

/tw  
Enclosure

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

State Agency:	Florida Fish and Wildlife Conservation Commission
Federal Agency:	Department of the Interior, Fish and Wildlife Service
Federal Program:	Sport Fish Restoration-Boat Access Program
CFDA No.:	15.605
Recipient:	Taylor County Board of County Commissioners
Amount:	<u>\$275,000</u>

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program: Sport Fish Restoration-Boat Access Program

1. Recipient must comply with requirements found in Title 50 CFR Part 80 attached hereto and made a part of this Agreement as Attachment J.
2. Project activities must occur on public lands owned outright or managed under agreement with another party with lease terms exceeding 20 years.
3. Project activities must not create a boating safety hazard and/or increase the potential for damage to natural resources.
4. Recipient must comply with the Florida Boating Improvement Program Guidelines, February 2010.
5. Recipient must comply with all Commission rules, policies and procedures as well as all other state and federal rules.

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

None

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

None

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**

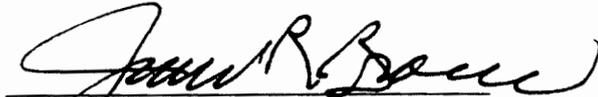
5. Exhibit 1 of the ORIGINAL AGREEMENT is hereby replaced in its entirety with Exhibit 1 (Revised), attached hereto and made a part of the Agreement.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT on the date and year last written below.

**TAYLOR COUNTY BOARD  
OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

  
\_\_\_\_\_  
Chairman, or designee

  
\_\_\_\_\_  
Executive Director, or designee

1/23/11  
\_\_\_\_\_  
Date

1/28/13  
\_\_\_\_\_  
Date  
Lt. Col. Michael Wiwi, Deputy Director

Approved as to form and legality:

Approved as to form and legality:

  
\_\_\_\_\_  
Grantee Attorney

  
\_\_\_\_\_  
FWG Attorney

SUNGARD PENTAMATION, INC.  
 DATE: 02/06/2013  
 TIME: 14:59:51

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
 EXPST11

SELECTION CRITERIA: expledgr.key\_orgn='0439'  
 ACCOUNTING PERIOD: 5/13

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT  
 TOTALED ON: FUND,TOTL/DEPT  
 PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND  
 FUNCTION-570 CULTURE/RECREATION  
 ACTIVITY-572 PARKS & RECREATION  
 TOTL/DEPT-0439 FBIP-KB RAMP PARKING FAC

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/BUD
56300	CAPITAL/INFRASTRUCTURE	100,000.00	.00	.00	.00	100,000.00	.00
	TOTAL FBIP-KB RAMP PARKING FA	100,000.00	.00	.00	.00	100,000.00	.00
	TOTAL GENERAL FUND	100,000.00	.00	.00	.00	100,000.00	.00
TOTAL REPORT		100,000.00	.00	.00	.00	100,000.00	.00

*increase to 275,000*

*2/6/13*



**Tammy Taylor**

---

**From:** Linda Hawkins <para.pro@taylorcountygov.com>  
**Sent:** Thursday, January 24, 2013 1:10 PM  
**To:** ttaylor@taylorclerk.com  
**Subject:** budget amendment transfer

Hi Tammy,  
As per conversation, here's the info:

Dept 0431

Account	Amount
51200	8362.00
52110	640.00
52200	110.00
52320	70.00
52400	20.00
54300	3200.00
55260	2009.45
56600	15,000.00
<hr/>	
Total	29,411.45

*Overall amendment -  
State Aid Library  
Funds \$ 29,412*

*(Carry-forward from 2012 FYE)*

I appreciate your help! Let me know if you need anything else.  
Thanks,

Linda Hawkins  
Taylor County Public Library  
850.838.3512  
850.838.3514 ~ F

*JAD  
2-4-13*

STATE AID LIBRARY FUNDS

*Dept #0431*

BEGINNING BALANCE 10/1/11	\$30,661.21
FY 2011/12 RECEIPTS-State Aid Grant	\$70,958.00
FY 2011/12 RECEIPTS-LSTA Reading Grant	\$0.00
FY 2010/11 EXPENDITURES	<u>(\$72,207.76)</u>
<b>ENDING BALANCE 9/30/2012</b>	<b><u><u>\$29,411.45 (*)</u></u></b>

*Not Budgeted  
in 2013  
Needs  
Audit*

(\*) This amount is reserved on the balance sheet (001-2470022).  
Remaining funds are carried forward to the following year budget.

*26*  
Prepared By: Tammy Taylor, County Finance Director (11/27/12)

**R E S O L U T I O N**

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2012-2013 GRANT)** for the fiscal period ending September 30, 2013, 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 **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$25,000	149-3345010	Affordable Housing Grant
\$ 150	0416 -54902	Legal Advertising
\$ 250	0416- 54977	Recording Fees
\$24,600	0416- 58321	Rehabilitation

**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 19th day of February, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(New Grant Awarded for 2013-not budgeted)

**Taylor County Administrative Complex**  
**201 East Green Street, Perry, Florida 32347**

Melody Cox  
Administrative Services

850-838-3553  
850-838-3501 Fax

[grants.coordinator@taylorcountygov.com](mailto:grants.coordinator@taylorcountygov.com)

## MEMORANDUM

DATE: January 17, 2013

*Fund 149 / Dept # 0416  
(New)*

TO: Tammy

FROM: Melody

RE: New Budget Request SHIP 2012/2013

*\$25,000*

Tammy, we will be receiving a small SHIP grant in the amount of \$25,000 for FY 2012/2013. If you have not already received the funds, you should be receiving them on or before January 22, 2012. I am attaching documents in referenced to the receipt of this grant and the funds. The budget for these funds should be as follows:

Acct. 54902	Legal Advertising	\$150	Advertising for bids or SHIP program information
Acct. 54977	Recording Fees	\$250	To record SHIP recipient Agreements
Acct. 58321	Rehabilitation	\$24,600	Rehabilitation of qualified SHIP recipient homes

TOTAL BUDGET      \$25,000

Please let me know if you have any questions. Thank you!

*Melody Cox*  
Melody

c.c. Dustin Hinkle

To:

Rodriguez (ryrodrig@pbcgov.org); Rosa Rodriguez (ryrodrig@pbcgov.com); Rose Koenig (rosemarie.koenig@titusville.com); Rossi Siewnarine (rsiewna@miamidade.gov); Sadie Cooper (scooper@city-ftpierce.com); Sam Dettra (sam.dettra@brevardcounty.us); Sandra Searl (Sandra.Searl@bocc.citrus.fl.us); Sasan Rohani (srohani@ircgov.com); Sasan Rohani, AICP (srohani@ircgov.com); Sburns (sburns@gadsdencountyfl.gov); Scott Stoudenmire (sstoudenmire@coconutcreek.net); Sergio Garcia (sergiogarcia@miamigov.com); Sergio Garcia (SergioGarcia@ci.miami.fl.us); Shanea Jones (sjones@nassaucountyfl.com); Shani Langrin (slangrin@laudhill-fl.gov); Sharon M. Diaz (sharon.diaz@ci.tampa.fl.us); Sharon Rozier (SRozier@cityftmyers.com); Shaun Gayle (sdgayle@ci.miramar.fl.us); Sheila Ware (sware@pcgov.org); Sheila Ware (sware@pcgov.org); Shekeria Brown (sbrown@crafta.org); Shelly Massey (shelly.massey@hardeecounty.net); Shelly P. Massey (shelly.massey@hardeecounty.net); Shenley Neely (levyplng@bellsouth.net); Sheri Albright (okaloosacdc@embarqmail.com); Sheri Harris (Sharris@pinellascounty.org); Sheri Harris (Sharris@co.pinellas.fl.us); Sherry Lynn (s.lynn@bellsouth.net); Spencer Nabors (snabors@itcgroupinc.net); Stacy L. Webb (swebb@washingtonfl.com); Stacy Webb (swebb@washingtonfl.com); Stan Fitterman; Stephany Dupree (sdupree@co.okeechobee.fl.us); Steve Hoffmann (shoffmann@wpb.org); Stu Campbell (stuart.campbell@tampagov.net); Stuart Campbell (stuart.campbell@tampagov.net); Sue Korunow (skorunow@city-ftpierce.com); Tameka Dorsett (tdorsett@laudhill-fl.gov); Tami Tobolski (ttobolski@ci.boca-raton.fl.us); Tanya Daffin (TDaffin@wpb.org); Teresa McClurg (TMcClurg@ci.boca-raton.fl.us); Teresa Osoba (thomasma@cityofgainesville.org); Terrie Franklin (terrie.franklin@titusville.com); Terry Auringer; Terry Buyers (tbuyers@largo.com); Terry E. Buyers (tbuyers@largo.com); Terry E. Buyers (housing@largo.com); Terry Malcolm-Smith (terry.malcolm-smith@myclearwater.com); Terry Salerno (terry.salerno@stpete.org); thaslam@ocalafl.org (thaslam@ocalafl.org); Tiffany Taylor (taylot@pbfl.org); Tom Webster (twebster@alachuacounty.us); Towan Kopinsky (tkopinsky@gulfcounty-fl.gov); Valerie Bradley (vbradley@flaglercounty.org); Valmarie H. Turner (vturner@seminolecountyfl.gov); Valmarie Turner (turnerv@hillsboroughcounty.org); Vicki White (vicki.white@cityofbradenton.com); Yolanda Rodriguez, City Manager (yrodriguez@margatefl.com)

Cc: Terry Auringer, Stan Fitterman

Subject: 2012-2013 SHIP Disbursement

Attachments: 2012-2013SHIPDisbursements.pdf; 010-SHIP Distribution Direct Deposit Form.pdf

#### SHIP Administrators:

Florida Housing is preparing to disburse approximately \$7.4 million in SHIP funds that were previously set-aside for disaster recovery that have been de-obligated or returned as unexpended funds to Florida Housing. The funding is being allocated according to the population formula used for SHIP distributions. A county level minimum of \$25,000 has been established.

The funding is to be considered as Fiscal Year 2012-2013 funding and should be expended through strategies approved under the Local Housing Assistance Plan covering that year. The funds are governed by all program guidelines including encumbrance and expenditure deadlines for that fiscal year.

There is no requirement to request the funding or submit any documentation. The funds are anticipated to be disbursed electronically to the accounts for each local government (on file from the 2011-2012 distribution) on January 22. If you have a new account for the deposit, please fill out and return the attached form by January 21.

4-B.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to receive bid committee recommendation for Building Department Operations vehicle bids.

**MEETING DATE REQUESTED:**

February 19, 2013

**Statement of Issue:** Board to review bid committee recommendation for Building Department Operations Vehicle bids.

**Recommendation:** Rebid Vehicle

**Fiscal Impact:** \$17,000 - \$21,000

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

**Submitted By:** Danny Griner

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** During the budget preparations for the present fiscal year, funds were set aside for purchase of a new Building Department operations vehicle. Bid specifications were prepared, approved by the Board, and advertised locally. The Board received bids from two local vendors on January 22, 2013. The bid committee, consisting of Danny Griner, Andy McLeod and Gary Wambolt met on February 6, 2013 to discuss the bids. The discussion revealed that neither of the bids met the specifications due to the fact that the specifications were for a compact truck and such a vehicle type is no longer manufactured by Ford Motor Company, or General Motors. Based on this information the bid committee determined that rebidding the project using a 1/2 ton vehicle spec would be the best recommendation.

Staff respectfully requests that the Board vote to rebid the vehicle using revised specifications.

**Options:** 1. Accept bid committee recommendation.

**Attachments:** 1. Bid committee minutes.



# TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

## MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Building Department Operations Vehicle Bid Committee  
**RE:** Vehicle Quotes  
**DATE:** February 6, 2013

The bid committee for the Building Department Operations Vehicle bid's, consisting of Danny Griner, Gary Wambolt and Andy McLeod met on February 6, 2013 to discuss the bid results for the bid's that were received by the Board on January 22, 2013. The committee noted that only two bids were received and both were from local vendor's Timberland Ford and Thomas Chevrolet Buick of Perry. The committee members noted that the bid from Thomas Chevrolet was for a 2012 vehicle instead of the 2013 year model that was specified in price sheet included in the bid packet. The committee also noted that the bid from Timberland Ford was for a 1/2 ton truck and not the compact truck specified on the price sheet. Danny Griner stated that he had been informed that the reason the bids were different than the specifications was that compact trucks were no longer manufactured by General Motors or Ford Motor Company. The committee determined that the best course of action would be to rebid the vehicle using specifications that both local vendors could satisfy.

The Bid Committee respectfully requests that the Board allow rebidding of the project.

Handwritten signature of Danny Griner in cursive script.  
\_\_\_\_\_  
Danny Griner

Handwritten signature of Andy McLeod in cursive script.  
\_\_\_\_\_  
Andy McLeod

Handwritten signature of Gary Wambolt in cursive script.  
\_\_\_\_\_  
Gary Wambolt

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

	<b>SUBJECT/TITLE:</b> Board to hold the first of two public hearings at 6:10 pm to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2019 Florida Department of Transportation (FDOT) Transportation Alternatives Program. This program was previously known as the Transportation Enhancement Program.
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<b>MEETING DATE REQUESTED:</b>	February 19, 2013
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**Statement of Issue:** The Board to hold the first of two public hearings to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2019 FDOT Transportation Alternative Program. The second public hearing will be March 4, 2013 at 6:10 pm.

**Recommended Action:** Not applicable

**Fiscal Impact:** It is anticipated FDOT District Two will award and divide \$5M between eighteen (18) counties for the Transportation Alternatives Program FY 2019. This is approximately \$275,000 per County. A cash match is not required. In kind project /grant administration services will be required. If the project requires design, engineering, and bidding services FDOT will provide these services for a portion of the funds awarded.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The FDOT Transportation Alternative Program applications are submitted five years in advance. These funds can be used for the construction of off-road pedestrian and bicycle facilities, safe routes to schools projects, trails, trailheads, walkways, and other applicable infrastructure projects. The County must own all right of way required for the project prior to grant application submission.

**Possible projects for this program are:**

- 1. Sidewalk to Taylor County Elementary School along Green Street to Howard Street.**
- 2. Sidewalk on Old Dixie Highway to South Side Park located at the corner of Old Dixie and Plantation.**

**The County was awarded \$600,000 for FY 2017 for the construction of a bike lane/sidewalk from Keaton Beach Coastal Park to Dark Island Road along CR 361 and \$275,000 for FY 2018 for the construction of restrooms and trailhead amenities at Keaton Beach Coastal Park. When acquiring Keaton Beach Coastal Park, the County committed to providing a trail to the park and in the immediate area of the site.**

**The sidewalk along U.S. 19 N. to the Sports Complex was funded with FDOT Transportation Enhancement funds. The Hampton Springs park project was constructed with FDOT Transportation Enhancement grants in three phases.**

**Attachments: Information on the FY 2019 Transportation Alternatives Program and information on two possible projects.**

## Melody Cox

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**From:** Bennette, Barney <Barney.Bennette@dot.state.fl.us>  
**Sent:** Wednesday, January 30, 2013 11:20 AM  
**To:** Melody Cox  
**Subject:** RE: TAP Question

Hey Melody,

Under the Safe Routes to School program, purchasing of right of way is not allowed.

Under the straight TAP program, we are allowed to acquire right of way but as a matter of practice we do not fund projects that need right of way. This is because the pot of money is so small and right of way acquisition is so expensive. So technically it is eligible, but we are unlikely to fund it if a right of way purchase is required.

Hope this helps, Thanks,

Barney Bennette, PE

Florida Department of Transportation, District 2

Strategic Intermodal System Coordinator

Enhancement Program Coordinator

1109 S. Marion Avenue, MS 2007

Lake City, FL 32025-5874

(386) 961-7878

[barney.bennette@dot.state.fl.us](mailto:barney.bennette@dot.state.fl.us)

PE # 41821

**From:** Melody Cox [<mailto:melody.cox@taylorcountygov.com>]  
**Sent:** Monday, January 28, 2013 9:38 AM  
**To:** Bennette, Barney  
**Subject:** TAP Question  
**Importance:** High

Barney,

Our BOCC has been interested in providing a sidewalk along Green Street (down town) to our schools. I suspect this may be the project the Board would like to pursue with the TAP funds. I know it would be the Safe Routes To School Program which requires an additional application. I don't think in some of the areas along the route there would be sufficient right of way at this time. If there isn't- is the project eligible?

As always, I appreciate your guidance and look forward to working with you!

Melody



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025

ANANTH PRASAD, P.E.  
SECRETARY

January 23, 2013

Taylor County: Sent via e-mail

The Florida Department of Transportation is soliciting project applications for the Transportation Alternatives Program for the Work Program cycle for Fiscal Year 2019. The Transportation Alternatives Program was created in 2012 under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act or MAP-21. The Transportation Alternatives Program replaces the Transportation Enhancement Program of prior years. The application form is attached.

**Eligible Projects:** The following types of projects are eligible for Transportation Alternatives funding:

- Provision of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, or transportation projects to achieve compliance with the Americans with Disabilities Act.
- The provision of safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- Construction of turnouts, overlooks, and viewing areas.
- Inventory, control, or removal of outdoor advertising.
- Historic preservation and rehabilitation of historic transportation structures.
- Vegetation management in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control.
- Environmental mitigation activity to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- The Safe Routes to School Program – A separate application form must be filled out and included with the Transportation Alternatives application. Because of the extensive nature of the Safe Routes to School application, an additional year may be needed before a Safe Routes to School project can be programmed.

The Department receives an annual allocation of approximately \$5,000,000 in Transportation Alternatives funds per year to be disbursed among the 18 counties that make up District Two. Applications need to be submitted through the county commission. Please use a separate application for each project, and submit a **maximum of two (2) projects in addition to any Safe Routes to School project applications**. Please prioritize these projects when submitted.

*Approximately  
275,000  
per  
county*

For Taylor County, the following Alternatives Projects are already in the tentative FY 2013 - FY2018 work program and do not require a new application:

- 4305171 Bike Lane/Sidewalk CR 361 from Dark Island Dr to Keaton Beach Dr
- 4322581 Trailhead CR 361 Trailhead Keaton Beach

Please note that projects that were previously applied for but were not programmed will need to be requested again if the project is still desired.

**VERY IMPORTANT!!!** – If ALL the Right-of-Way necessary to construct the project is not currently in public ownership, please do not submit an application until you speak with us.

The "Certification of Project Sponsor" on the last page of the application must be filled out and signed before a project will be programmed. Once an application is received it will be evaluated for constructability, financial feasibility, and prioritized. If the project is programmed the local agency will be notified and the project added to the Tentative 5-Year Work Program. If the project is not programmed but remains a priority with the local agency, then the project will need to be requested in the next solicitation cycle.

Please submit separate projects on separate application forms. Submit completed applications to me no later than **March 29, 2013**. The application may be sent by email or regular mail at the address below.

If you have any questions or comments or need further clarification, please call me at 1 (800) 749-2967, Extension 7878.

Sincerely,



Barney Bennette  
Transportation Alternatives Coordinator  
Florida Department of Transportation, District 2  
1109 S. Marion Avenue  
Mail Station 2014  
Lake City, FL 32025-5874

email: [barney.bennette@dot.state.fl.us](mailto:barney.bennette@dot.state.fl.us).

## Melody Cox

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**From:** Bennette, Barney <Barney.Bennette@dot.state.fl.us>  
**Sent:** Wednesday, January 23, 2013 2:01 PM  
**To:** Daryll Gunter (Mayor, City of Perry); Jack Brown; Jack Brown; Jim Moody; Jody Devane; Malcolm Page; Melody Cox; Melody Cox; Pam Feagle; Pat Patterson; Robert Brown (City of Perry); Taylor County BOCC; Dustin Hinkel  
**Cc:** Reichert, Joshua; Ausher, Jerry; Green, Jordan  
**Subject:** Taylor County - Transportation Alternatives Program Solicitation for FY 2019  
**Attachments:** Taylor County - Solicitation 2019 letter.pdf; 2019 TA Project Application.pdf

The Florida Department of Transportation is now soliciting for potential FY 2019 Transportation Alternatives Program projects. Attached for your use is an application form and letter requesting applications.

The Transportation Alternatives Program (TAP) replaces the Transportation Enhancement Program of prior years. TAP was created in 2012 under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act or MAP-21. TAP projects include on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

### **Applications are due back to the Department by March 29, 2013**

For more information on MAP-21 and the Transportation Alternatives Program, please visit the following websites:

[MAP-21](#) from FDOT

[MAP-21](#) from FHWA

[Transportation Alternatives Interim Guidance](#) from FHWA

[Q&A's](#) from FHWA

Help keep this email list current. If you'd like to be removed from further solicitations, or if you know someone that needs to be added, please reply to this email and let me know.

Barney Bennette, PE  
Florida Department of Transportation, District 2  
Strategic Intermodal System Coordinator  
Enhancement Program Coordinator  
1109 S. Marion Avenue, MS 2007  
Lake City, FL 32025-5874  
(386) 961-7878  
[barney.bennette@dot.state.fl.us](mailto:barney.bennette@dot.state.fl.us)  
PE # 41821

**Florida Department of  
Transportation  
Transportation Alternative  
Program  
Fiscal Year 2019**

Option 1  
Sidewalk to  
Taylor County Elementary  
School

Sidewalk will go from the corner of  
Arena Avenue and Green Street to  
Clark Street then to Howard Street.

Total Project Miles: 0.79 miles

Project would require submission of both the Transportation Alternative Grant and the Safe Route to School Program.







# Option 2

Sidewalk from the corner of  
Jefferson Street and Old Dixie  
Highway to Southside Park at the  
corner of Old Dixie Highway and  
Plantation Road.

Total Project Miles: 1.53 miles

This area had one pedestrian  
related fatality within the past  
year.



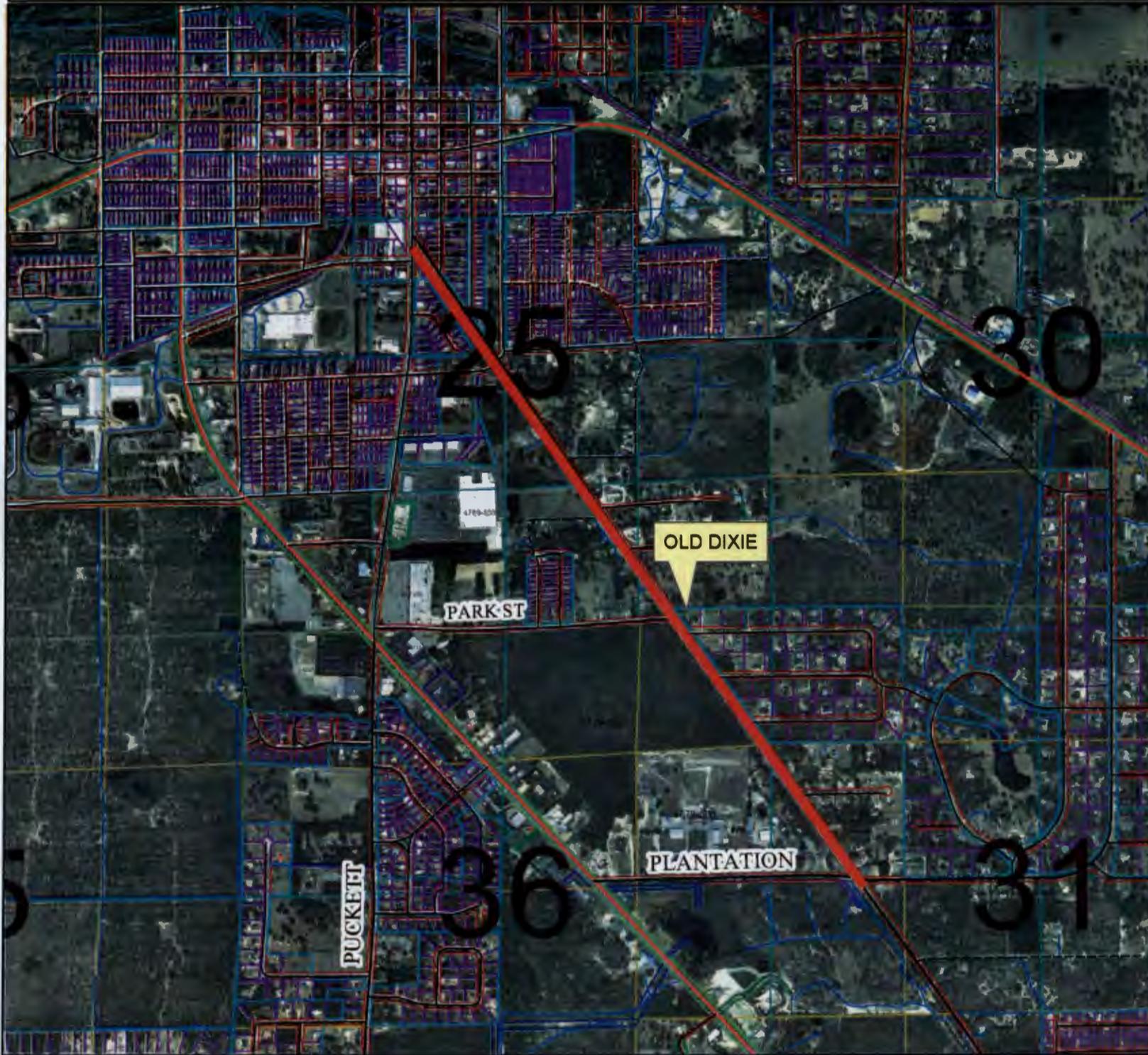




# Taylor County Growth Management Division

## Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded Road



1 inch = 1,333 feet  
Printed On: Feb 06, 2013

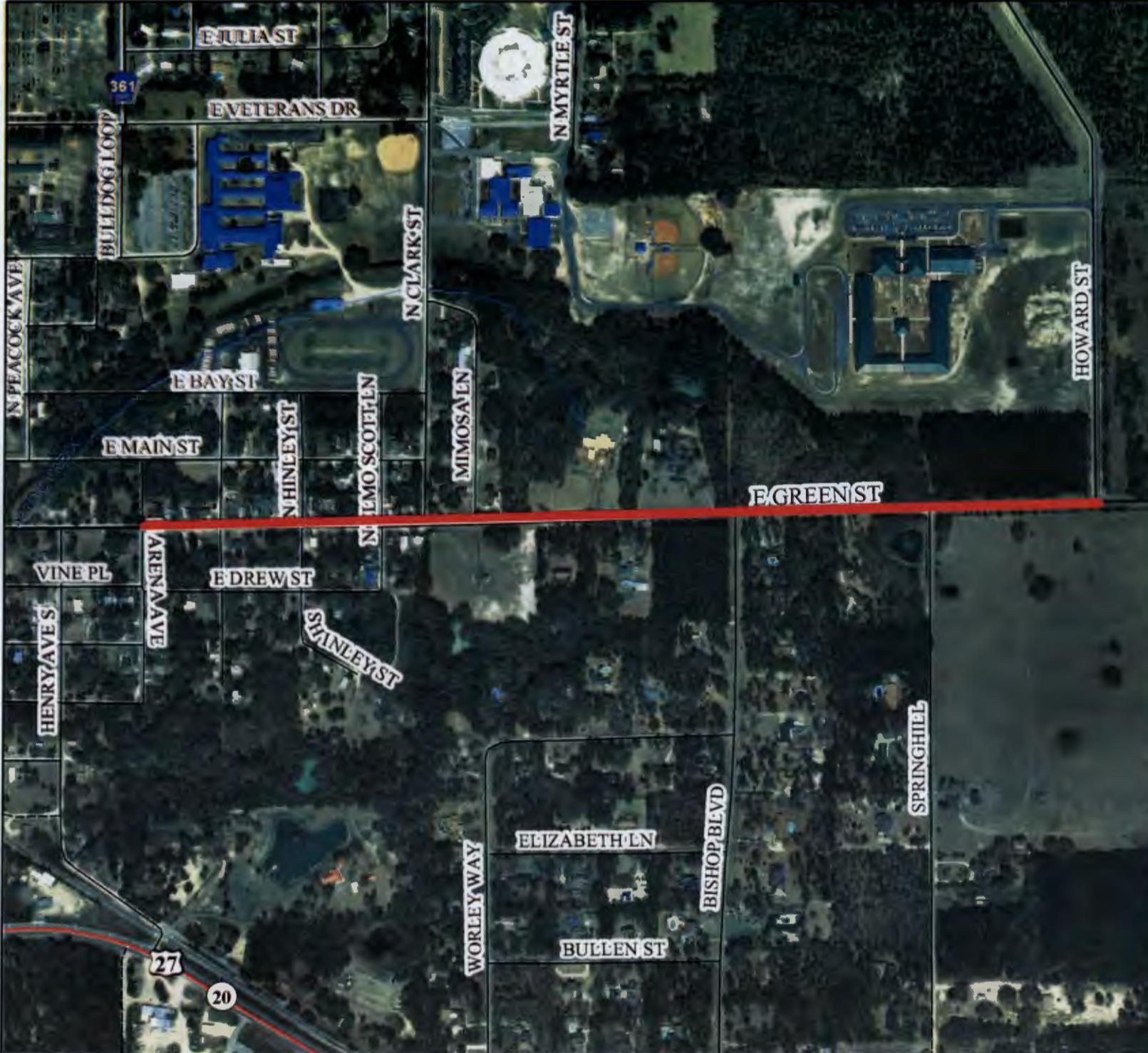


MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
This information was compiled from the best information available and the Taylor County Board of County Commissioners assumes no responsibility for errors or omissions.

# Taylor County Growth Management Division

## Legend

-  State/ US Highway
-  Major Road
-  Minor Road
-  Graded Road



1 inch = 600 feet  
Printed On: Feb 11, 2013



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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:** Doctors' Memorial year end Audit, presented by Richard Powell



**MEETING DATE REQUESTED:** 2/19/13

**Statement of Issue:** DMH Audit

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Tasha Towles, on the behalf of Jim Leis, CFO

**Contact:** Jim Leis, 584-0652

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** Audit to be sent over by Richard Powell

DOCTORS' MEMORIAL HOSPITAL  
CONSOLIDATED INCOME STATEMENT  
FYE 5/31/2013

	CURRENT MONTH - DECEMBER 2012							YEAR TO DATE - DECEMBER 2012							
	ACTUAL	BUDGET	Dif	Dif%	LAST YR	Dif	Dif%	ACTUAL	BUDGET	Dif	Dif%	LAST YR	Dif	Dif%	
<b>REVENUES</b>															
Inpatient	843,287	984,702	(141,415)	-14.4%	813,513	29,774	3.7%	6,067,054	6,799,017	(731,963)	-10.8%	6,080,844	(13,789)	-0.2%	
Outpatient	3,728,012	3,818,788	(88,776)	-2.3%	3,608,908	119,104	3.3%	26,933,832	26,348,141	585,891	2.2%	25,980,231	953,601	3.7%	
Swingbed	3,949	29,775	(25,826)	-86.7%	0	3,949	0.0%	71,323	166,745	(95,422)	-57.2%	0	71,323	0.0%	
Home Health	51,369	118,109	(66,740)	-56.5%	116,934	(65,565)	-56.1%	737,881	815,333	(77,452)	-9.5%	752,731	(14,850)	-2.0%	
Clinics	510,530	572,322	(61,793)	-10.8%	451,863	58,666	13.0%	4,111,694	3,908,073	203,620	5.2%	3,577,985	533,709	14.9%	
EMS Revenue	<u>313,939</u>	<u>267,377</u>	<u>46,562</u>	17.4%	<u>291,538</u>	<u>22,403</u>	7.7%	<u>1,924,733</u>	<u>1,845,764</u>	<u>78,969</u>	4.3%	<u>1,824,081</u>	<u>100,653</u>	5.5%	
<b>TOTAL GROSS REVENUE</b>	<b>5,451,085</b>	<b>5,789,073</b>	<b>(337,988)</b>	<b>-5.8%</b>	<b>5,282,754</b>	<b>168,331</b>	<b>3.2%</b>	<b>39,846,517</b>	<b>39,883,074</b>	<b>(36,557)</b>	<b>-0.1%</b>	<b>38,215,871</b>	<b>1,630,646</b>	<b>4.3%</b>	
<b>REVENUE DEDUCTIONS</b>															
Contractual Adjustments	2,951,709	2,980,704	28,995	1.0%	2,798,729	(152,980)	-5.5%	21,019,718	20,572,588	(447,130)	-2.2%	20,567,254	(452,464)	-2.2%	
Charity	194,650	171,909	(22,741)	-13.2%	125,622	(69,029)	-54.9%	1,285,627	1,186,725	(98,902)	-8.3%	1,006,446	(279,181)	-27.7%	
Bad Debt	<u>567,993</u>	<u>501,780</u>	<u>(66,213)</u>	-13.2%	<u>477,386</u>	<u>(90,607)</u>	-19.0%	<u>3,943,627</u>	<u>3,463,902</u>	<u>(479,725)</u>	-13.8%	<u>3,309,338</u>	<u>(634,289)</u>	-19.2%	
<b>TOTAL REVENUE DEDUCTIONS</b>	<b>3,714,353</b>	<b>3,654,393</b>	<b>(59,960)</b>	<b>-1.6%</b>	<b>3,401,737</b>	<b>(312,616)</b>	<b>-9.2%</b>	<b>26,248,972</b>	<b>25,223,215</b>	<b>(1,025,757)</b>	<b>-4.1%</b>	<b>24,883,038</b>	<b>(1,365,934)</b>	<b>-5.5%</b>	
<b>NET OPER REV</b>	<b>1,736,732</b>	<b>2,134,680</b>	<b>(397,948)</b>	<b>-18.6%</b>	<b>1,881,017</b>	<b>(144,285)</b>	<b>-7.7%</b>	<b>13,597,545</b>	<b>14,659,859</b>	<b>(1,062,314)</b>	<b>-7.2%</b>	<b>13,332,834</b>	<b>264,711</b>	<b>2.0%</b>	
<b>OTHER REVENUE</b>	<u>24,975</u>	<u>33,310</u>	<u>(8,335)</u>	-25.0%	<u>23,740</u>	<u>1,235</u>	5.2%	<u>182,471</u>	<u>229,945</u>	<u>(47,474)</u>	-20.6%	<u>230,853</u>	<u>(48,383)</u>	-21.0%	
<b>NET REVENUE</b>	<b>1,761,707</b>	<b>2,167,990</b>	<b>(406,283)</b>	<b>-23.1%</b>	<b>1,904,757</b>	<b>(143,050)</b>	<b>-7.5%</b>	<b>13,780,016</b>	<b>14,889,804</b>	<b>(1,109,788)</b>	<b>-8.1%</b>	<b>13,563,687</b>	<b>216,329</b>	<b>1.6%</b>	
<b>OPERATING EXPENSES</b>															
Salaries	1,086,483	1,041,004	(45,479)	-4.4%	1,040,807	(45,876)	-4.4%	7,059,807	7,196,515	136,708	1.9%	7,047,668	(12,139)	-0.2%	
Benefits	167,015	220,484	53,469	24.3%	176,113	9,098	5.2%	1,559,606	1,522,821	(36,785)	-2.4%	1,353,831	(205,775)	-15.2%	
Contract Labor	213,044	203,683	(9,361)	-4.6%	184,890	(28,154)	-15.2%	1,338,904	1,406,074	67,170	4.8%	1,336,639	(2,266)	-0.2%	
Physician Fees	2,072	3,918	1,846	47.1%	3,500	1,428	40.8%	14,936	27,048	12,112	44.8%	25,940	11,004	42.4%	
Supplies	319,791	307,350	(12,441)	-4.0%	230,843	(88,948)	-38.6%	2,116,784	2,121,708	4,944	0.2%	1,949,864	(166,900)	-8.6%	
Services	121,179	124,650	3,471	2.8%	111,414	(9,766)	-8.8%	877,040	868,119	(8,921)	-1.0%	819,919	(57,122)	-7.0%	
Repairs & Maintenance	55,353	57,002	1,649	2.9%	64,896	9,543	14.7%	352,109	393,500	41,391	10.5%	404,076	51,967	12.9%	
Utilities & Phone	79,966	86,004	6,038	7.0%	78,085	(3,882)	-6.1%	551,312	593,703	42,391	7.1%	562,189	10,877	1.9%	
Insurance	54,430	61,473	7,043	11.5%	58,925	4,495	7.6%	387,590	425,079	37,489	8.8%	425,732	38,143	9.0%	
Equip & Building	167,173	178,046	10,873	6.1%	171,443	4,270	2.5%	1,187,912	1,229,108	41,196	3.4%	1,194,740	6,828	0.6%	
Other Expense	<u>31,671</u>	<u>26,037</u>	<u>(5,634)</u>	-21.6%	<u>25,932</u>	<u>(5,740)</u>	-22.1%	<u>147,122</u>	<u>179,752</u>	<u>32,630</u>	18.2%	<u>189,201</u>	<u>42,080</u>	22.2%	
<b>TOTAL OPER EXP.</b>	<b>2,298,178</b>	<b>2,309,651</b>	<b>11,473</b>	<b>0.5%</b>	<b>2,144,647</b>	<b>(153,531)</b>	<b>-7.2%</b>	<b>15,593,101</b>	<b>15,963,429</b>	<b>370,328</b>	<b>2.3%</b>	<b>15,309,798</b>	<b>(283,303)</b>	<b>-1.9%</b>	
<b>OPERATING (Gain/Loss)</b>	<b>(536,471)</b>	<b>(141,661)</b>	<b>(394,810)</b>	<b>278.7%</b>	<b>(239,890)</b>	<b>(296,581)</b>	<b>123.6%</b>	<b>(1,813,085)</b>	<b>(1,073,625)</b>	<b>(739,460)</b>	<b>68.9%</b>	<b>(1,746,111)</b>	<b>(66,974)</b>	<b>3.8%</b>	
<b>NON OPERATING ITEMS</b>															
Indigent Care Tax	(29,755)	(18,258)	(11,497)	63.0%	(17,164)	(12,591)	73.4%	(134,053)	(126,039)	(8,014)	6.4%	(126,902)	(7,151)	5.6%	
Depreciation	(75,953)	(74,286)	(1,667)	2.2%	(69,715)	(6,238)	8.9%	(535,376)	(512,814)	(22,563)	4.4%	(498,690)	(36,686)	7.4%	
Disposal of Assets	(1,513)	(71)	(1,442)	2030.3%	-	(1,513)	0.0%	(4,573)	(1,130)	(3,443)	304.6%	(629)	(3,944)	626.8%	
Interest	(10,058)	(8,769)	(1,289)	14.7%	(8,135)	(1,923)	23.6%	(70,568)	(60,534)	(10,032)	16.6%	(57,647)	(12,919)	22.4%	
Rural Assistance	<u>80,861</u>	<u>-</u>	<u>80,861</u>	0.0%	<u>-</u>	<u>80,861</u>	0.0%	<u>190,141</u>	<u>681,810</u>	<u>(491,669)</u>	-72.1%	<u>272,109</u>	<u>(81,968)</u>	-30.1%	
<b>TOTAL NON-OPER</b>	<b>(36,417)</b>	<b>(101,384)</b>	<b>64,967</b>	<b>-64.1%</b>	<b>(95,014)</b>	<b>58,596</b>	<b>-61.7%</b>	<b>(554,428)</b>	<b>(18,068)</b>	<b>(536,360)</b>	<b>2968.6%</b>	<b>(411,759)</b>	<b>(142,668)</b>	<b>34.6%</b>	
County Support	50,000	25,000	25,000	100.0%	25,000	25,000	100.0%	200,000	175,000	25,000	14.3%	175,000	25,000	14.3%	
Other Contributions	<u>136,663</u>	<u>135,797</u>	<u>866</u>	0.6%	<u>674,999</u>	<u>(538,336)</u>	-79.8%	<u>1,123,871</u>	<u>950,579</u>	<u>173,292</u>	18.2%	<u>2,863,123</u>	<u>(1,739,253)</u>	-60.7%	
<b>NET GAIN / LOSS</b>	<b>(386,226)</b>	<b>(82,248)</b>	<b>(303,978)</b>	<b>369.6%</b>	<b>365,095</b>	<b>(751,321)</b>	<b>-205.8%</b>	<b>(1,043,642)</b>	<b>33,886</b>	<b>(1,077,528)</b>	<b>-3179.9%</b>	<b>880,253</b>	<b>(1,923,895)</b>	<b>-218.6%</b>	

DOCTORS MEMORIAL HOSPITAL  
DEPARTMENT 038 - EMS  
FOR THE 7 MONTHS ENDING 12/31/12

	----- S I N G L E M O N T H -----				----- Y E A R T O D A T E -----			
	ACTUAL	BUDGET	\$ VARIANCE	% VAR	ACTUAL	BUDGET	\$ VARIANCE	% VAR
** UNIT: RUNS EM	276	257	19	7	1,804	1,772	32	1
** UNIT: BILLABL	212	201	11	5	1,350	1,386	(36)	(2)
** UNIT: TOTHS	4,843	5,160	(316)	(6)	33,843	35,622	(1,778)	(4)
** UNIT: PROHRS	4,091	0	4,091	0	28,203	0	28,203	0
** UNIT: OVTHRS	602	0	602	0	4,260	0	4,260	0
** UNIT: TOTFTE	27	29	(2)	(7)	194	205	(10)	(5)
** UNIT: PROFTE	23	0	23	0	161	0	161	0
** UNIT: OVTFTE	3	0	3	0	24	0	24	0
REVENUE								
IP REV EMS	42,797	34,537	8,260	23	233,527	238,417	(4,890)	(2)
OP REV EMS	271,141	232,840	38,301	16	1,691,206	1,607,347	83,859	5
SWG BED EMS	0	0	0	0	0	0	0	0
<b>TOTAL REVENUE</b>	<b>313,938</b>	<b>267,377</b>	<b>46,561</b>	<b>17</b>	<b>1,924,733</b>	<b>1,845,764</b>	<b>78,969</b>	<b>4</b>
REVENUE DEDUCTIO	179,925	155,189	(24,736)	(15)	1,107,481	1,071,305	(36,176)	(3)
BAD DEBT	35,043	25,006	(10,037)	(40)	195,069	172,621	(22,448)	(13)
<b>TOTAL REV. DED</b>	<b>214,969</b>	<b>180,195</b>	<b>(34,774)</b>	<b>(19)</b>	<b>1,302,550</b>	<b>1,243,926</b>	<b>(58,624)</b>	<b>(4)</b>
<b>NET REVENUE</b>	<b>98,969</b>	<b>87,182</b>	<b>11,787</b>	<b>13</b>	<b>622,183</b>	<b>601,838</b>	<b>20,345</b>	<b>3</b>
EXPENSES								
SALARY EMS	61,289	70,034	8,744	12	444,791	483,461	38,669	7
PTO EMS	1,324	195	(1,129)	(579)	7,297	1,344	(5,953)	(442)
FICA EMS	4,385	4,986	600	12	31,503	34,419	2,915	8
HLTH/LIFE EMS	10,032	9,775	(257)	(2)	68,271	67,480	(791)	(1)
RET MATCH EMS	0	0	0	0	0	0	0	0
DISAB EMS	0	0	0	0	0	0	0	0
DENTAL EMS	0	0	0	0	0	0	0	0
LIABILITY INS EM	0	0	0	0	0	0	0	0
WORKERS COMP EMS	2,145	2,429	284	11	15,015	16,769	1,754	10
AUTO INS EMS	1,557	1,418	(139)	(9)	10,076	9,788	(288)	(2)
SUPPLY EMS	1,617	4,580	2,962	64	16,357	31,616	15,258	48
PAT CHG EMS	802	1	(801)	(80112)	3,924	7	(3,917)	(55960)
DRUGS EMS	1,022	950	(72)	(7)	3,420	6,557	3,136	47
OXYGEN EMS	0	167	167	100	0	1,154	1,154	100
VEHICLE SUPPLIES	5,040	5,244	203	3	33,790	36,201	2,410	6
FREIGHT EMS	23	48	24	50	191	333	141	42
UTIL ELEC EMS	1,275	1,021	(254)	(24)	6,690	7,048	357	5
UTIL WATER EMS	31	55	23	42	237	379	141	37
PHONE EMS	1,049	623	(426)	(68)	4,705	4,301	(404)	(9)
EQ RENT EMS	102	47	(55)	(117)	714	326	(388)	(119)
BLDG RENT EMS	0	0	0	0	0	0	0	0
MAINT SVC EMS	638	3,824	3,185	83	14,281	26,399	12,117	45
POSTAGE EMS	0	0	0	0	0	0	0	0
OTH SVC EMS	1,727	728	(999)	(137)	5,309	5,027	(282)	(5)
BILLING SERV EMS	0	0	0	0	0	0	0	0
CABLE EMS	0	0	0	0	0	0	0	0
PHYS FEE EMS	0	5	5	100	0	35	35	100
EDU/TRVL EMS	0	0	0	0	0	0	0	0
DUBS/SUBS EMS	0	0	0	0	0	0	0	0
MISC EMS	0	131	131	100	(8)	905	913	100

TOTAL EXPENSES	94,065	106,261	12,195	11	666,572	733,549	66,976	9
	-----	-----	-----		-----	-----	-----	
GAIN/(LOSS)	4,904	(19,079)	23,983	125	(44,389)	(131,711)	87,321	66
COUNTY SUPPORT	50,000	25,000	25,000	100	200,000	175,000	25,000	14
NET GAIN (LOSS)	54,904	5,921	48,983	827	155,610	43,289	112,321	259
	=====	=====	=====		=====	=====	=====	

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**FINANCIAL STATEMENTS**

**FOR THE FISCAL YEARS ENDED  
MAY 31, 2012 AND 2011**



**Powell & Jones**  
Certified Public Accountants

**DOCTORS' MEMORIAL HOSPITAL, INC.**  
**FINANCIAL STATEMENTS**  
**FOR THE FISCAL YEARS ENDED MAY 31, 2012 AND 2011**

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**FINANCIAL SECTION**



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Certified Public Accountants

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**INDEPENDENT AUDITOR'S REPORT** [www.auditorsouthflorida.com](http://www.auditorsouthflorida.com)

To the Board of Directors  
Doctors' Memorial Hospital, Inc.  
Perry, Florida

We have audited the accompanying balance sheets of Doctors' Memorial Hospital, Inc. as of May 31, 2012 and 2011, and the related statements of revenues and expenses, changes in net assets, and cash flows for the fiscal years then ended. These financial statements are the responsibility of Doctors' Memorial Hospital, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

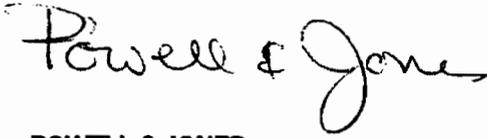
We conducted our audits in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Doctors' Memorial Hospital, Inc., as of May 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 8, 2012, on our consideration of Doctors' Memorial Hospital, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

The Management's Discussion and Analysis on pages 6 through 9, is not a required part of the basic financial statements of Doctors' Memorial Hospital, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audits were made for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedule of expenditures of state financial assistance listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements for Doctors' Memorial Hospital, Inc. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly presented, in all material respects, in relation to the financial statements taken as a whole.



**POWELL & JONES**  
Certified Public Accountants  
October 8, 2012

## **Management's Discussion and Analysis For the Fiscal Year Ended May 31, 2012**

This section of Doctors' Memorial Hospital, Inc.'s (the Hospital) annual financial report presents our discussion and analysis of the Hospital's financial performance during the fiscal year ended May 31, 2012. Please read it in conjunction with the Hospital's financial statements and accompanying notes.

### **Using This Annual Report**

The Hospital's financial statements consist of four statements - a Balance Sheet; a Statement of Revenues and Expenses, a Statement of Changes in Net Assets, and a Statement of Cash Flows. These financial statements and related notes provide information about the activities of the Hospital, including resources held by the Hospital but restricted for specific purposes by grantors, financial institutions or the Board of Directors.

### **The Balance Sheet, Statement of Revenues and Expenses, and Statement of Changes in Net Assets**

Our analysis of the Hospital finances begins on page 7. One of the most important questions asked about the Hospital's finances is, "Is the Hospital as a whole better or worse off as a result of the year's activities?" The Balance Sheet and the Statement of Revenues, Expenses, and the Statement of Changes in Net Assets report information about the Hospital's resources and its activities in a way that helps answer this question. These statements include all restricted and unrestricted assets and all liabilities using the accrual basis of accounting. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These three statements report the Hospital's net assets and changes in them. You can think of the Hospital's net assets - the difference between assets and liabilities - as one way to measure the Hospital's financial health, or financial position. Over time, increases or decreases in the Hospital's net assets are one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors, however, such as changes in the Hospital's patient base and measures of the quality of service it provides to the community, as well as local economic factors to assess the overall health of the Hospital.

### **The Statement of Cash Flows**

The final required statement is the Statement of Cash Flows. The statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financing activities. It provides answers to such questions as "Where did cash come from?" "What was cash used for?" and "What was the change in cash balance during the reporting period?"

### **The Hospital's Net Assets**

The Hospital's net assets are the difference between its assets and liabilities reported in the Balance Sheet on page 7. The Hospital's net assets decreased the past year by \$273,269 and by \$387,563 in 2011, as you can see from Table 1.

**Management's Discussion and Analysis  
For the Fiscal Year Ended May 31, 2012**

The following table summarizes the balance sheets as of May 31, 2012 and 2011:

**Table 1: Assets, Liabilities and Net Assets**

	<u>2012</u>	<u>2011</u>
Current assets	\$ 4,724,002	\$ 4,356,353
Capital assets	3,480,329	3,662,691
Total assets	<u>\$ 8,204,331</u>	<u>\$ 8,019,044</u>
Current liabilities	\$ 3,811,458	\$ 3,681,613
Long-term liabilities	1,803,537	1,474,826
Total liabilities	<u>5,614,995</u>	<u>5,156,439</u>
Net assets:		
Invested in capital assets, net of related debt	\$ 1,716,012	\$ 1,537,402
Unrestricted net assets	873,324	1,325,203
Total net assets	<u>2,589,336</u>	<u>2,862,605</u>
Total liabilities and net assets	<u>\$ 8,204,331</u>	<u>\$ 8,019,044</u>

The changes in the balance sheet reflect an increase in cash and in net accounts receivable over the prior year. The net accounts receivable balance is approximately \$2,648,476 for 2012 and \$2,555,093 for 2011. The hospital committee with representatives from medical records, business office, and registration meet weekly to discuss issues affecting accounts receivable and trending analysis is monitored.

Additions and deletions resulted in a net increase in gross land, property and equipment by approximately \$418,924. Depreciation expense for the year was \$886,740, leaving a balance in capital assets of \$3,480,329. See Note 6 for additional disclosures regarding capital assets.

Current liabilities increased from the prior year by \$129,845. This increase is because current installments of long-term debt decreased from the prior year by \$288,863, accounts payable and accrued expenses increased from the prior year by \$241,449, and estimated third-party payor settlements increased from the prior year by \$177,259.

Long-term liabilities less the current portion increased \$328,711. This increase is because of a \$502,536 third party overpayment of which \$404,821 is a long-term liability

**Management's Discussion and Analysis  
For the Fiscal Year Ended May 31, 2012**

The following table summarizes the changes in net assets for the years ended May 31, 2012 and 2011:

**Change in Net Assets**

	<u>2012</u>	<u>2011</u>
Operating revenues, net	\$ 23,821,042	\$ 22,810,332
Operating expenses	<u>27,847,346</u>	<u>24,977,913</u>
Loss from operations	(4,026,304)	(2,167,581)
Non-operating revenues	<u>3,753,035</u>	<u>1,780,018</u>
Decrease in net assets	<u>\$ (273,269)</u>	<u>\$ (387,563)</u>

**Revenues and Expenses**

When compared to 2011, net patient service revenue for the fiscal year 2012 increased \$936,192. Net patient service revenue stems from patient gross services less any third party contractual allowances, discounts, charity care or bad debts.

Gross patient revenues increased \$3,813,235 from \$62,595,591 to \$66,408,826 in 2012:

Gross inpatient revenues decreased	\$ (622,423)
Gross outpatient revenues increased	3,489,793
Gross swing bed revenues increased	4,104
Gross home health care revenues increased	341,522
Gross clinic revenues increased	514,996
Gross EMS revenues increased	85,243
	<u>\$ 3,813,235</u>

Revenue deductions increased \$2,587,726 from \$41,014,204 to \$43,601,930 in 2012.

Medicare revenue deductions increased	\$ 2,571,378
Medicaid revenue deductions decreased	(147,098)
Blue Cross revenue deductions increased	522,685
Clinic deductions increased	408,974
Emergency Room deductions increased	269,102.0
Other revenue deductions increased	663,719
Charity revenue deductions decreased	(744,728)
Bad debt revenue deductions decreased	(687,204)
	<u>\$ 2,856,828</u>

Medicaid reimbursements under the Medicaid Rural Financial Assistance Program decreased \$289,317 from \$926,597 in 2011 to \$637,280 in 2012.

During 2012, the Hospital received \$1,681,069 in incentive funds under the federal Health Information Technology for Economic and Clinical Health (HITECH) Act. The purpose of this program was to encourage the conversion of hospitals to an approved electronic medical records system. The Hospital's costs associated with implementing this system and exhibiting "meaningful use" was substantially less than the funds received.

Total operating expenses for year 2012 increased by \$2,869,433 with the majority coming from the increase in salaries and benefits which increased \$1,575,644.

Total insurance cost was increased by \$55,653 for the current year.

Other significant increases in operating expenses are the \$576,004 increase in supplies, \$322,394 increase in contract labor and professional fees, and \$131,146 increase in repairs and maintenance.

Counselors continue to work with patients offering workable payment arrangements.

#### Capital Assets and Debt Administration

##### Capital Assets

At the end of 2012, the Hospital had \$3,480,329 invested in capital assets, net of accumulated depreciation, as detailed in Note 6 to the financial statements. As described in Note 12, the Hospital leases the hospital facilities from Taylor County. In 2012, the Hospital purchased new land, buildings and equipment totaling \$832,164.

##### Debt

At year-end, the Hospital had \$1,764,316 in loans and capital lease obligations as detailed in Note 7 to the financial statements. At the end of 2011, the Hospital had \$2,129,289 in loans and capital lease obligations. At the end of 2012, the Hospital had \$502,536 due to Florida Medicaid for a computer error overpayment as detailed in Note 7 to the financial statements.

##### Financial Contact

The Hospital's financial statements are designed to present users (citizen's, taxpayers, customers and creditors) with a general overview of the Hospital's finances and to demonstrate the Hospital's accountability. If you have any questions about the report or need additional financial information, please contact the Chief Executive Officer at P.O. Box 1847, Perry, Florida 32348-1847.

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**BALANCE SHEETS  
MAY 31, 2012 AND 2011**

**ASSETS**

	<u>2012</u>	<u>2011</u>
<b>Current assets:</b>		
Cash	\$ 974,634	\$ 791,320
<b>Receivables:</b>		
Patient accounts receivable, net of allowance for doubtful accounts and contractual adjustments of approximately \$7,012,213 for 2012 and \$8,156,880 for 2011.	2,503,054	2,335,881
Other receivables	145,422	219,212
Supplies inventory	822,061	711,768
Prepaid expenses and other current assets	278,831	298,173
<b>Total current assets</b>	<u>4,724,002</u>	<u>4,356,354</u>
<b>Capital assets, net</b>	<u>3,480,329</u>	<u>3,662,690</u>
<b>Total assets</b>	<u>\$ 8,204,331</u>	<u>\$ 8,019,044</u>

The accompanying notes are integral parts of these financial statements.

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**BALANCE SHEETS  
MAY 31, 2012 AND 2011**

**LIABILITIES AND NET ASSETS**

	<u>2012</u>	<u>2011</u>
<b>Current liabilities:</b>		
Current installments of long-term debt	\$ 365,600	\$ 654,463
Accounts payable and accrued expenses	2,606,906	2,365,457
Estimated third-party settlements	838,952	661,693
<b>Total current liabilities</b>	<u>3,811,458</u>	<u>3,681,613</u>
<b>Long-term liabilities:</b>		
Long-term third-party settlements, excluding current portion	404,821	-
Long-term debt, excluding current installments	1,398,716	1,474,826
<b>Total long-term liabilities</b>	<u>1,803,537</u>	<u>1,474,826</u>
<b>Total liabilities</b>	<u>5,614,995</u>	<u>5,156,439</u>
<b>Net assets:</b>		
Invested in capital assets, net of related debt	1,716,012	1,537,402
Unrestricted net assets	873,324	1,325,203
<b>Total net assets</b>	<u>2,589,336</u>	<u>2,862,605</u>
<b>Total liabilities and net assets</b>	<u>\$ 8,204,331</u>	<u>\$ 8,019,044</u>

The accompanying notes are integral parts of these financial statements.

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**STATEMENTS OF CHANGES IN NET ASSETS  
FOR THE FISCAL YEARS ENDED MAY 31, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Net assets at beginning of year	\$ 2,862,605	\$ 3,250,168
Decrease in net assets	<u>(273,269)</u>	<u>(387,563)</u>
Net assets at end of year	<u>\$ 2,589,336</u>	<u>\$ 2,862,605</u>

The accompanying notes are integral parts of these financial statements.

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE FISCAL YEARS ENDED MAY 31, 2012 AND 2011**

	2012	2011
<b>Cash flows from operating activities:</b>		
Receipts from and on behalf of patients	\$ 23,807,203	\$ 23,347,604
Payments to suppliers and contractors	(10,480,183)	(9,606,667)
Payments to employees for services	(14,705,017)	(12,982,194)
<b>Net cash (used in) provided by operating activities</b>	<b>(1,377,997)</b>	<b>758,743</b>
 <b>Cash flows from noncapital financing activities</b>		
Overpayments from third-party settlements	502,536	-
Contributions and governmental incentives	2,211,528	314,047
<b>Net cash provided by noncapital financing activities</b>	<b>2,714,064</b>	<b>314,047</b>
 <b>Cash flows from capital and related financing activities:</b>		
Purchase of property and equipment	(832,164)	(2,634,950)
Proceeds from sale of equipment	-	3,500
Payments on long-term debt and capital lease obligations	(587,992)	(644,961)
Proceeds from the issuance of debt	365,034	2,050,240
Interest paid on long-term debt	(106,337)	(118,778)
<b>Net cash used in capital and related financing activities</b>	<b>(1,161,459)</b>	<b>(1,344,949)</b>
 <b>Cash flows from investing activities:</b>		
Interest income	8,706	9,096
<b>Net cash provided by investing activities</b>	<b>8,706</b>	<b>9,096</b>
 <b>Net increase (decrease) in cash</b>	<b>183,314</b>	<b>(263,063)</b>
 <b>Cash at beginning of year</b>	<b>791,320</b>	<b>1,054,383</b>
 <b>Cash at end of year</b>	<b>\$ 974,634</b>	<b>\$ 791,320</b>

(continued)

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**STATEMENTS OF CASH FLOWS, CONTINUED  
FOR THE FISCAL YEAR ENDED MAY 31, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<b>Reconciliation of cash to the balance sheet:</b>		
Cash and cash equivalents	\$ 974,634	\$ 791,320
<b>Reconciliation of operating loss to net cash (used in) provided by operating activities:</b>		
Operating loss	(4,026,304)	(2,167,581)
<b>Adjustments to reconcile operating loss to net cash (used in) provided by operating activities:</b>		
Depreciation	886,740	683,185
In-kind donations of building and equipment rent	1,639,137	1,575,653
<b>Change in:</b>		
Patient accounts receivable	(181,401)	174,936
Other receivables	73,790	(3,953)
Estimated third party settlements, net	79,544	366,289
Supplies inventory	(110,293)	(19,624)
Prepaid expense and other current assets	19,341	14,960
Accounts payable and accrued expenses	241,449	134,878
<b>Net cash (used in) provided by operating activities</b>	<u>\$ (1,377,997)</u>	<u>\$ 758,743</u>

**Noncash financing activities**

Noncash in-kind contributions received in 2012 and 2011 were \$1,639,137 and \$1,575,653 as detailed in Note 11 to the financial statements.

The accompanying notes are integral parts of these financial statements.

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**MAY 31, 2012 and 2011**

**1. Summary of Significant Accounting Policies**

**Reporting Entity**

Doctors' Memorial Hospital (the Hospital) is a not-for-profit acute care hospital located in Perry, Florida. The Hospital began operations on May 15, 1992 under an agreement entered into with the Board of County Commissioners of Taylor County (the County) to operate the County's facility. The Hospital leases the hospital facility from the County (see note 11 for leasing information).

The Doctors' Memorial Hospital Foundation, Inc. is a legally separate, tax-exempt, not-for-profit organization established as a 501(c)(3) to generate charitable funds in support of Doctors' Memorial Hospital. The Foundation acts primarily as a fund-raising organization to supplement the resources that are available to the Hospital. The Foundation's board is self-perpetuating and consists of community members and hospital staff. The Hospital does not control the timing or amount of receipts from the Foundation. Although the Foundation was legally formed in 2006, there was no material activity until December, 2011. During the years ended May 31, 2012 and 2011, the Foundation did not distribute any funds to the Hospital.

The Hospital applies the accounting and reporting guidelines set forth in the American Institute of Certified Public Accountants (AICPA) Audit and Accounting Guide, *Health Care Organizations* (Guide). One of the purposes of the Guide is to establish the classification of Health Care Organizations based on their operating characteristics. The Hospital has been classified as a governmental health care organization based on the fact that its board members are appointed by the members of the Taylor County Board of County Commissioners and City of Perry, and due to the leasing arrangement described above.

Pursuant to Governmental Accounting Standards Board (GASB) Statement No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting*, the Hospital has elected to apply the provisions of all relevant pronouncements of the Financial Accounting Standards Board (FASB), including those issued after November 30, 1989, that do not conflict with or contradict GASB pronouncements.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Advertising Costs

The Hospital's general policy is to expense advertising costs as incurred. During 2012, advertising was an immaterial expense.

### Cash and Cash Equivalents

Cash is held in demand accounts at banks.

### Supplies

Supplies are valued using a method that approximates the lower of cost or market, using the first-in, first-out method.

### Loan Costs

As applicable, year to year, loan costs are amortized over the life of the related borrowings using the straight-line method.

### Net Patient Service Revenue

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

For the years ended May 31, 2012 and 2011, approximately 37% and 36% of net patient service revenue was earned under the Medicare program and 19% and 21% under the Medicaid program. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

### Charity Care

The Hospital provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported as net revenue.

### Operating Revenues and Expenses

The Hospital's statement of revenues and expenses distinguishes between operating and non-operating revenues and expenses. Operating revenues result from exchange

transactions associated with providing health care services – the Hospital's principal activity.

Non-exchange revenues, including taxes, grants, and contributions received for purposes other than capital asset acquisition, are reported as non-operating revenues. Operating expenses are all expenses incurred to provide health care services, other than financing costs.

#### Income Taxes

The Hospital is a tax-exempt non-profit hospital under Section 501(c)(3) of the *Internal Revenue Code* and none of its present or anticipated future activities are subject to State and Federal income taxes; therefore, no provision for income taxes is made in the financial statements.

#### Proprietary Fund Accounting

The Hospital uses the proprietary fund method of accounting whereby revenues and expenses are recognized on the accrual basis. Substantially all revenues and expenses are subject to accrual.

#### Provision for Bad Debts and Allowance for Uncollectible Accounts

The provision for bad debts is based on management's assessment of historical and expected net collections, considering business and economic conditions, trends in federal and state governmental health care coverage, and other collection indicators. Throughout the year, management assesses the adequacy of the allowance for uncollectible accounts based upon these trends. The results of this review are then used to make any modification to the provision for bad debts to establish an appropriate allowance for uncollectible accounts. Accounts receivable are written off after collection efforts have been followed under the Hospital's policies.

#### Grants and Contributions

From time to time, the Hospital receives grants from Taylor County and the State of Florida as well as contributions from individuals and private organizations. Revenues from grants and contributions (including contributions of capital assets) are recognized when all eligibility requirements, including time requirements are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes. Amounts that are unrestricted or that are restricted to a specific operating purpose are reported as non-operating revenues. Amounts restricted to capital acquisitions are reported after non-operating revenues and expenses.

#### Cost of Borrowing

Except for capital assets acquired through gifts, contributions, or capital grants, interest cost on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets. None of the Hospital's interest cost was capitalized in 2012 and 2011.

### Capital Assets

The Hospital capitalizes asset purchases greater than \$1,500. Capital asset acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method using these asset lives:

Land improvements	15 to 20 years
Buildings and building components	20 to 40 years
Equipment, computers, and furniture	3 to 7 years

Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the estimated useful life of the equipment. Such amortization is included in depreciation and amortization in the financial statements. Interest costs incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets. Gains and losses on dispositions are recorded in the year of disposal.

### Net Assets

Net assets of the Hospital are classified in three components. *Net assets invested in capital assets net of related debt* consist of capital assets net of accumulated depreciation and reduced by the current balances of any outstanding borrowings used to finance the purchase or construction of those assets. *Restricted expendable net assets* are noncapital net assets that must be used for a particular purpose, as specified by creditors, grantors, or contributors external to the Hospital. *Unrestricted net assets* are remaining net assets that do not meet the definition of *Invested in capital assets net of related debt* or *restricted*.

### Compensated Absences

Hospital employees earn Paid Time Off (PTO) days at varying rates depending on years of service and management versus non-management status. The maximum annual carryover is 30 days. Employees are paid accumulated PTO upon leaving the Hospital. The accrual of PTO for 2012 is \$469,322 and \$434,176 for 2011. The accrual is included in accounts payable and other accrued expenses in the financial statements.

### Functional Expenses

The Hospital does not present expense information by functional classification because its resources and activities are primarily related to providing healthcare services. Further, since the Hospital receives substantially all of its resources from providing health care services in a manner similar to a business enterprise, other indicators contained in these financial statements are considered important in evaluating how well management has discharged its stewardship responsibilities.

### Recent Accounting Pronouncements

In July 2011, the FASB issued ASU 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bond Debts, and Allowance for Doubtful Accounts for Certain Health Care Entities* (ASU 2011-07). Under ASU 2011-07, provision for bad debts related to patient service revenue will be presented as a deduction from patient service

revenue (net of contractual allowances and discounts) on the statement of operations with enhanced footnote disclosure on the policies for recognizing revenue and assessing bad debts, and qualitative and quantitative information about changes in the allowance for doubtful accounts. The standard is effective for the first annual period ending after December 15, 2011. The Hospital's adoption of ASU 2010-07 did not have an impact on the financial statements.

In August 2010, the FASB issued ASU 2010-23, *Measuring Charity Care for Disclosure* (ASU 2010-23). ASU 2010-23 requires that the level of charity care provided be presented based on the direct and indirect costs of the charity services provided. ASU 2010-23 also requires separate disclosure of the amount of any cash reimbursements received for providing charity care. ASU 2010-23 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2010. The Hospital's adoption of ASU 2010-23 did not have an impact on the financial statements.

In January 2010, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2010-6, *Improving Disclosures about Fair Value Measurements*, (ASU 2010-06). ASU 2010-06 amended ASC 820 to clarify certain existing fair value disclosures and require a number of additional disclosures. The guidance in ASU 2010-06 clarified that disclosures should be presented separately for each "class of assets and liabilities measured at fair value and provided guidance on how to determine the appropriate classes of assets and liabilities to be presented. The guidance in ASU 2010-06 became effective for reporting periods beginning after December 15, 2009. The Hospital's adoption of ASU 2010-06 did not have an impact on the financial statements.

On June 1, 2008, the Hospital adopted FASB Statement No. 157, *Fair Value Measurements*, which establishes a framework for measuring fair value and expands disclosure requirements. FASB Statement No. 157 did not have an impact on the financial statements.

In June 2005, the Financial Accounting Standards Board (FASB) issued interpretation No. 48, *Accounting for Uncertainty in Income Taxes* (FIN 48), which clarifies the accounting for uncertainty in income tax positions recognized in financial statements in accordance with SFAS No. 109, *Accounting for Income Taxes*. FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Effective June 1, 2007, the Hospital adopted FIN 48. The adoption of FIN 48 did not have an impact on the financial statements.

## 2. Un-sponsored Community Benefit

Community benefit is a planned, managed, organized, and measured approach to a healthcare organization's participation in meeting identified community health needs. It implies collaboration with a "community" to "benefit" its residents, particularly the poor and other underserved groups, by improving health status and quality of life. Community benefit projects and services are identified by health care organizations in response to findings of a community health assessment, strategic and/or clerical priorities, and partnership areas of attention.

Community benefit categories include financial assistance, community health services, health professions education, and donations. The Hospital has a long history of providing community benefits, although these benefits have not been quantified by the Hospital.

The Hospital has policies providing financial assistance for patients requiring care but have limited or no means to pay for that care. These policies provide free or discounted health and health-related services to persons who qualify under certain income and assets criteria. The Hospital maintains records to identify and monitor the level of financial assistance it provides.

Charity care provided under the Hospital's financial assistance policy for the years ended May 31, 2012 and 2011, were approximately \$1,814,356 and \$2,559,084, respectively.

The Hospital's method of estimating the value of charity care is calculated as an amount equal to the average revenue charge of a patient not eligible for financial assistance. This estimate of foregone revenue includes both the direct and indirect cost attributes of providing financial assistance to the community.

In addition to direct financial assistance, the Hospital provides benefits for the broader community. The cost of providing these community benefits can exceed the revenue sources available. Examples of the benefits provided by the Hospital and general definitions regarding those benefits are described below:

- Community health services include activities carried out to improve community health. They extend beyond patient care activities and are usually subsidized by the health care organization. Examples include community health education, counseling, and support services and health care screenings.
- Health professions education includes education provided in clinical settings such as internships and programs for physicians, nurses, and allied health professionals. Also included are scholarships for health professional education related to providing community health improvement services and specialty in-service programs to professionals in the community.
- Donations include funds and in-kind services benefitting the community-at-large.

The Hospital's valuation of unsponsored community benefits at cost for the years ended May 31, 2012 and 2011 were recorded as charges excluded from revenue under the Hospital's charity care policy in the amount of \$1,814,356 and \$2,559,084, respectively. Other unsponsored community benefits have not been valued.

In addition to the community benefits described above, the Hospital provides additional benefits to the community through advocacy of community service by employees. The Hospital's employees serve numerous organizations through board representation, in-kind and direct donations, fund raising, youth sponsorship, and other related activities.

### 3. Net Patient Service Revenue

The Hospital has agreements with third-party payers that provide for payments at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

## Medicare

Inpatient acute care services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Outpatient services rendered to Medicare beneficiaries are paid at prospectively determined rates.

The Hospital is reimbursed for certain items at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary.

The Hospital's Medicare cost reports have been audited by the Medicare fiscal intermediary through May 31, 2011.

## Medicaid

Acute inpatient and outpatient services rendered to Medicaid program beneficiaries are paid according to prospectively determined per diem rates.

The Hospital recorded revenue of approximately \$637,280 and \$926,597 during 2012 and 2011, respectively, as funding from the State of Florida under the Medicaid Rural Financial Assistance Program (the Program). This amount has two components. The two components are regular DSH payments and Lower Income Pool payments.

	<u>2012</u>	<u>2011</u>
DSH	\$ 340,544	\$ 502,071
Lower income pool	296,736	424,526
Total	<u>\$ 637,280</u>	<u>\$ 926,597</u>

Program proceeds are based on an allocation of a fixed sum appropriated by the Florida Legislature to be distributed to eligible rural hospitals based on the level of indigent and Medicaid care provided. Such amounts have been recognized as net patient service revenue in the accompanying statements of revenues and expenses.

## 4. Deposits

*Custodial Credit Risk - Deposits* - Custodial credit risk is the risk that in the event of a bank failure, the Hospital's deposits may not be returned to it. The Hospital does not have a deposit policy for custodial credit risk.

	<u>2012</u>	<u>2011</u>
Collateralized through FDIC (Federal Deposit Insurance Corporation)	\$ 313,384	\$ 250,000
Carrying value	<u>\$ 973,744</u>	<u>\$ 790,370</u>

The balance of the funds on deposit were not collateralized.

Authorized investment types include certificates of deposit, direct obligations of the United States Treasury, obligations of Federal agencies, asset-backed or mortgage-backed securities, commercial paper, bankers' acceptances, intermediate-term corporate obligations and repurchase agreements. The Hospital had no investments in 2012.

5. Accounts Receivable and Payable

Patient accounts receivable and accounts payable (including accrued expenses) reported as current assets and liabilities by the Hospital at May 31, 2012 and 2011 consisted of these amounts:

	<u>2012</u>	<u>2011</u>
Accounts receivable:		
Receivable from patients and their insurance carriers	\$ 5,343,564	\$ 6,434,412
Receivable from Medicare	2,921,165	2,793,351
Receivable from Medicaid	<u>1,250,538</u>	<u>1,264,998</u>
Total patient accounts receivable	9,515,267	10,492,761
Less allowance for uncollectible amounts	<u>(7,012,213)</u>	<u>(8,156,880)</u>
Patient accounts receivable, net	<u>\$ 2,503,054</u>	<u>\$ 2,335,881</u>
Accounts payable and accrued expenses:		
Payable to employees (including payroll taxes)	\$ 1,088,460	\$ 1,000,699
Payable to suppliers	856,428	766,054
Other	<u>662,018</u>	<u>598,704</u>
Total accounts payable and accrued expenses	<u>\$ 2,606,906</u>	<u>\$ 2,365,457</u>

6. Capital Assets

A summary of capital assets at May 31, 2012 and 2011 follows:

	<u>2011</u>	<u>Increases</u>	<u>Decreases</u>	<u>2012</u>
	Balance			Balance
Land and improvements	\$ 250,000	\$ 15,250	\$ -	\$ 265,250
Buildings and improvements	1,389,607	78,603	-	1,468,210
Equipment	<u>10,746,637</u>	<u>738,312</u>	<u>(413,240)</u>	<u>11,071,708</u>
Total capital assets at historical cost	<u>12,386,244</u>	<u>832,164</u>	<u>(413,240)</u>	<u>12,805,168</u>
Less accumulated depreciation:				
Land improvements	-	(1,398)	-	(1,398)
Buildings and improvements	(388,952)	(75,164)	-	(464,116)
Equipment	<u>(8,334,602)</u>	<u>(810,179)</u>	<u>285,455</u>	<u>(8,859,325)</u>
Total accumulated depreciation	<u>(8,723,554)</u>	<u>(886,740)</u>	<u>285,455</u>	<u>(9,324,839)</u>
Capital assets, net	<u>\$ 3,662,690</u>	<u>\$ (54,576)</u>	<u>\$ (127,785)</u>	<u>\$ 3,480,329</u>

Depreciation expense was \$886,740 in 2012 and \$683,185 in 2011.

7. Long-Term Debt

A summary of long-term debt, including capital lease obligations, at May 31, 2012 and 2011 follows:

Line of credit with Citizens State Bank of Perry, FL collateralized by real estate, \$600,000 allowed, interest at prime, adjusted daily, interest payable monthly. This loan renewed on August 23, 2011 under substantially the same terms with interest due monthly, computed at Prime Rate plus 1% (minimum 6%) and full principal due August 23, 2012. This note was again renewed under the same terms in September, 2012.	\$ 162,851
Capital lease with Med One Capital Funding dated September, 2010 in the amount of \$59,798. The lease is for the purchase of EMS medical equipment. Principal payable in 5 annual payments of \$11,960. Final payment due October, 2014.	35,879
Promissory note with Citizens State Bank of Perry, FL dated October, 2010 in the amount of \$500,000. This loan financed the purchase of a medical office complex. This note is being paid in 120 monthly payments of \$5,552.14 beginning November, 2010, which includes interest at 6%. Final payment is due October 2020. This note is secured by the medical complex.	439,258
Promissory note with Joel K. Shugar Living Trust dated October 2010 in the amount of \$900,000. This loan provided secondary financing for the purchase of a medical office complex. This note is being paid in 120 monthly payments. The payments begin at \$9,767.37, including interest at 5.5% and then increase to \$10,005.14 in November, 2015, including interest at 6.5%. Final payment is due October, 2020. This note is secured by the medical complex.	788,256
Capital lease with Stryker Finance dated November, 2011 in the amount of \$219,695. The lease is for the purchase of orthopedic surgery equipment. The lease is being paid in 60 monthly payments of \$4,246 including 5.99% interest. Final payment is due November, 2016.	200,560
Capital lease with NEC dated May, 2012 in the amount of \$82,949. The lease is for the purchase of phone system equipment. The lease is being paid in 60 monthly payments of \$1,682 including 8.0% interest. Final payment is due May, 2017.	81,820
Capital lease with Marlin Leasing dated January 2012 in the amount of \$62,390. The lease is for the purchase of medical equipment. The lease is being paid in 36 monthly payments of \$1,996 including 9.43% interest. Final payment is due January, 2015.	55,692
Total	<u>1,764,316</u>
Less current installments	<u>(365,600)</u>
Total	<u>\$ 1,398,716</u>

At May 31, 2012 and 2011, approximately \$437,149 in unused borrowing remained on the line of credit.

	<u>2011 Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>2012 Balance</u>	<u>Amounts Due Within One Year</u>
Note payable line of credit	\$ 211,463	\$ -	\$ (48,612)	\$ 162,851	\$ 162,851
Settlements payable	4,000	-	(4,000)	-	-
Capital lease obligations	575,648	365,034	(424,716)	373,952 *	85,613
Promissory note Citizens State Bank	478,222	-	(38,964)	439,258	41,392
Promissory note Shugar Trust	859,956	-	(71,700)	788,256	75,744
	<u>\$ 2,129,289</u>	<u>\$ 365,034</u>	<u>\$ (587,992)</u>	<u>\$ 1,764,316</u>	<u>\$ 365,600</u>

\*Capital lease obligations were additionally reduced \$142,014 for a non-cash reduction of equipment received.

Scheduled principal and interest repayments on long-term debt and capital lease obligations are as follows:

Year Ending May 31	Long-term Debt & Settlements		Capital Lease Obligations	
	Principal	Interest	Principal	Interest
2013	\$ 279,987	\$ 76,870	\$ 85,613	\$ 20,987
2014	124,004	59,865	89,246	15,991
2015	131,193	52,640	88,976	10,082
2016	137,631	47,867	65,742	5,400
2017	145,501	41,186	44,375	1,256
Thereafter	572,048	65,460	-	-
Total	<u>\$ 1,390,364</u>	<u>\$ 343,888</u>	<u>\$ 373,952</u>	<u>\$ 53,716</u>

The Hospital also has a third party settlement agreement with Florida Medicaid to repay an overpayment due to a State computer error. The settlement amount of \$502,536 is payable in 36 monthly installments of \$13,959 at 0% interest with the final payment in October, 2015. The scheduled principal repayments are as follows;

2013	\$ 97,715	
2014	167,512	
2015	167,512	
2016	69,797	
	<u>502,536</u>	Total
	<u>(97,715)</u>	Less current installments
	<u>\$404,821</u>	

8. Concentrations of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. See Note 5 for the mix of receivables from patients and third party payers at year end.

9. Retirement Plan

The Hospital offers its employees participation in a qualified defined contribution plan created in accordance with Internal Revenue Code Section 403(b). Both full-time and part-time employees are eligible to participate through payroll deduction. Employees are eligible to contribute from their hire date. The plan is administered by Lincoln Financial Services. The Hospital does not contribute to the employee retirement plan.

10. Risk Management

The Hospital is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; natural disasters, medical malpractice claims; and employee dental and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters.

### Health Insurance Liability Coverage

The Hospital is partially self-insured for employee health insurance. The Hospital makes payments on claims up to \$50,000 per claim. In addition, the Hospital has purchased reinsurance coverage in the amount of \$50,000 per claim and \$2,533,564 in the aggregate. Accruals for potential payment of health insurance claims of approximately \$483,180 and \$425,968 has been recorded at May 31, 2012 and 2011, respectively.

### Workers' Compensation

The Hospital has incurred a small number of workers' compensation claims and, in the opinion of management the liability of the Hospital will be within the limits of the coverage of the Comp Options workers' compensation and employer's liability policy.

### Professional and General Liability/Medical Malpractice

Professional liability/medical malpractice coverage for the Hospital is supplied on a claims-made basis by National Fire & Marine Insurance Company, which underwrites the medical malpractice risk of the Hospital. The adequacy of the coverage provided and the funding levels are reviewed annually by independent actuaries and consultants. The professional liability/medical malpractice insurance has liability limits of \$1,000,000 per claim with an aggregate limit of \$3,000,000.

### Directors and Officers

Directors and officers (D&O) coverage is provided to the Hospital by Federal Insurance Company. Maximum aggregate for all claims is \$3,000,000.

### Pending Litigation

The Hospital is involved in a number of miscellaneous D&O suits arising in the course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the Hospital's future financial position or results from operations.

## 11. Facility Lease and County Contributions

The Hospital and the Taylor County Board of County Commissioners (the County) entered into a renewable lease agreement (Agreement) which expired on November 19, 2005 and renewed automatically for two additional four-year terms. The Agreement provides that the Hospital will operate the County's facility as a not-for-profit hospital under laws of the State of Florida. Additionally, the Hospital pays the County \$150 annually for the use of the facility and the Hospital pays all related maintenance and other costs.

During 2003, the County funded the construction of a replacement facility to be used by the Hospital. In May 2003, the Hospital moved to the new facility and began operating the new facility under the existing lease with the County.

GAAP requires the fair value of this rental arrangement with the County to be reported as revenue and a corresponding rent expense. The square footage under the lease is 96,000 for 2012. The fair rental value has been determined to be \$12.50 per square foot for 2011. Accordingly, approximately \$1,200,000 has been reflected as rental expense and

County contribution in the accompanying statement of revenue and expense for the years ended May 31, 2012 and 2011. The Hospital has reflected the revenues under this arrangement as other operating, due to the expectation of the Hospital to provide care for the indigent.

In recent years, the County has made equipment purchases for the Hospital yet retained the ownership of the said equipment. The Hospital records the value of the use of the equipment by recording an equipment lease expense and a County contribution valued over the estimated life of the equipment. The rent expense and recognized County contribution for the use of equipment was \$439,137 and \$375,653 for the years ended May 31, 2012 and 2011, respectively.

The County also subsidizes the Hospital's ambulance service. County contributions for this service are reported in other operating revenue and amounted to \$300,000 annually for 2012 and 2011.

During 2012, the Hospital received \$1,681,069 in incentive funds under the federal Health Information Technology for Economic and Clinical Health (HITECH) Act. The purpose of this program was to encourage the conversion of hospitals to an approved electronic medical records system. The Hospital's costs associated with implementing this system and exhibiting "meaningful use" was substantially less than the funds received.

**12. Fair Values of Financial Instruments**

The following methods and assumptions were used by the Hospital in estimating the fair value of its financial instruments:

*Cash and cash equivalents:* The carrying amount reported in the balance sheet for cash and cash equivalents approximates its fair value.

*Noncurrent cash and investments:* The carrying amount reported in the balance sheet for noncurrent cash approximates its fair value.

*Accounts payable and other accrued expenses:* The carrying amount reported in the balance sheet for accounts payable and other accrued expenses approximates its fair value.

*Estimated third-party payor settlements:* The carrying amount reported in the balance sheet for estimated third-party payor settlements approximates its fair value.

*Long-Term Debt:* The fair value of the Hospital's remaining long-term debt is estimated using discounted cash flow analyses, based on the Hospital's current incremental borrowing rates for similar types of borrowing arrangements.

The carrying amounts and fair values of the Hospital's financial instruments at May 31, 2012 and 2011 are as follows:

	<u>2012</u>	<u>2011</u>
	Carrying Amount/ Fair Value	Carrying Amount/ Fair Value
Cash and cash equivalents	\$ 974,634	\$ 791,320
Accounts payable and other accrued expenses	2,606,906	2,365,457
Estimated third-party settlements	838,952	661,693
Long-term third-party settlements	404,821	-
Long-term debt	1,764,316	2,129,289

13. Healthcare Compliance Plan

The healthcare industry in recent years has been subjected to increased scrutiny from governmental agencies at both the federal and state levels with respect to compliance with regulations. Areas of noncompliance identified at the national level include Medicare and Medicaid, Internal Revenue Service, and other regulations governing the healthcare industry. There can be no assurance that the Hospital will not be subjected to future investigations with accompanying monetary damages.

14. Health Care Reform

In recent years, an increasing number of legislative proposals have been introduced or proposed in Congress and in some state legislatures that would affect major changes in the health care system, either nationally or at the state level. Among the proposals under consideration are cost controls on hospitals, insurance market reforms to increase the availability of group health insurance to small businesses, requirements that all businesses offer health insurance coverage to their employees and the creation of a single government health insurance plan that would cover all citizens. The costs of certain proposals would be funded in significant part by reductions in payments by governmental programs, including Medicare and Medicaid, to health care providers such as hospitals. There can be no assurance that health care proposals adverse to the business of the Hospital will not be adopted.

15. Contingencies and Commitments - Operating Leases

The Hospital has ten operating leases with non-cancelable terms for various equipment and equipment related services. The future minimum lease payments for these leases at May 31, 2012 are as follows:

<u>May 31</u>	<u>Minimum Lease Payments</u>
2013	\$ 554,648
2014	452,909
2015	230,683
2016	90,863
2017	26,579
	<u>\$ 1,355,682</u>

16. Leased Facilities

The Hospital rents clinic space in Mayo, Florida from the Lafayette County Board of County Commissioners. The terms of the lease began December, 2011 and will expire in December, 2016. The facility is currently rented for \$4,677 per month. The total rent paid for the years ended May 31, 2012 and 2011 was \$37,734 and \$23,220, respectively.

The Hospital rents clinic space in Steinhatchee, Florida from the Taylor County School Board. The terms of this lease began April, 2010 and will expire in March, 2013. The facility is currently rented for \$847 per month. The total rent paid for the years ended May 31, 2012 and 2011 was \$8,303 and \$10,164, respectively. The clinic space was donated in previous years.

The future minimum lease payments for these leases are as follows:

<u>May 31</u>	<u>Minimum Lease Payments</u>
2013	\$ 66,288
2014	56,124
2015	56,124
2016	56,124
2017	32,739
	<u>\$ 267,399</u>

**17. Related Party Transactions**

During the year, the Hospital contracted with Tallahassee Memorial Healthcare, Inc. to provide Chief Executive Officer, Chief Financial Officer and Chief Nursing Officer services. The Hospital paid \$463,630 for these services for the year ended May 31, 2012. For the year ended May 31, 2011, the Hospital paid \$281,378 for Chief Executive Officer and Chief Nursing Officer services.

**18. Subsequent Events**

In preparing these financial statements, the Board has evaluated events and transactions for potential recognition or disclosure through October 8, 2012, the date the financial statements were available for issuance.

**COMPLIANCE SECTION**

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF BASIC  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Doctors' Memorial Hospital, Inc.  
Perry, Florida

We have audited the financial statements of Doctors' Memorial Hospital, Inc., as of and for the fiscal year ended May 31, 2012, and have issued our report thereon dated October 8, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Doctors' Memorial Hospital, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Doctors' Memorial Hospital, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Doctors' Memorial Hospital, Inc.'s internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Doctors' Memorial Hospital, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of Doctors' Memorial Hospital, Inc. in a separate letter dated October 8, 2012.

This report is intended solely for the information and use of the Board of Directors, management, and state awarding agencies, and is not intended to be and should not be used by anyone other than these specified parties.

*Powell & Jones*

**POWELL & JONES**  
October 8, 2012

**DOCTORS' MEMORIAL HOSPITAL, INC.**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
For the Fiscal Year Ended May 31, 2012 and 2011**

**FINDINGS OF PRIOR AUDITOR**

**Reference Number 2008-3: Adjustments to Accounts Receivable**

**FINDING:** Employees who receive cash can also change patient account balances. When an adjustment is going to be made to an account balance, the cashier writes the adjustment on a "changed adjustment form". This form is then approved by the PFS director. After approval, the form is returned to the cashier for posting. No one reviews the actual postings to the amounts approved making it possible to adjust accounts receivable for unauthorized amounts."

**CURRENT STATUS:** This finding continues to exist in the satellite clinics. See page 35 for a full discussion.

**DOCTOR'S MEMORIAL HOSPITAL**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**  
For the Fiscal Year Ended May 31, 2012

FEDERAL AND STATE GRANTOR PROGRAM TITLE	CFDA / CSFA	PROGRAM OR AWARD AMOUNT	REPORTED IN PRIOR YEARS	DEFERRED REVENUE 5/31/2011	REVENUES RECOGNIZED	EXPENDITURES	DEFERRED REVENUES 5/31/2012
<b>FEDERAL AWARDS</b>							
<b>NONMAJOR PROGRAMS:</b>							
U.S. Department of Justice							
<i>Rural Domestic Violence, Sexual Assault         and Stalking Assistance Program</i>							
	16.589	\$ 19,922	\$ 9,196	\$ -	\$ 9,526	\$ 9,526	\$ -
<b>Total federal awards</b>		<u>19,922</u>	<u>9,196</u>	<u>-</u>	<u>9,526</u>	<u>9,526</u>	<u>-</u>
<b>STATE FINANCIAL ASSISTANCE</b>							
<b>NONMAJOR PROGRAMS:</b>							
Department of Health							
<i>EMS Trust Fund</i>							
	64.003	108,750	-	-	108,750	108,750	-
<i>Hospital Preparedness Program</i>							
	93.889	3,598	-	-	3,598	3,598	-
<b>Total state financial assistance</b>		<u>112,348</u>	<u>-</u>	<u>-</u>	<u>112,348</u>	<u>112,348</u>	<u>-</u>
<b>Total federal and state financial assistance</b>		<u>\$ 132,270</u>	<u>\$ 9,196</u>	<u>\$ -</u>	<u>\$ 121,874</u>	<u>\$ 121,874</u>	<u>\$ -</u>

See notes to schedule of expenditures of federal awards and state financial assistance.

## MANAGEMENT LETTER

To the Board of Directors  
Doctors' Memorial Hospital, Inc.  
Perry, Florida

In planning and performing our audit of the financial statements of Doctors' Memorial Hospital, Inc. (the Hospital) for the fiscal year ended May 31, 2012, we considered the Hospital's internal control structure to plan our auditing procedures for the purpose of expressing our opinion on the financial statements but not to provide assurance on the internal control structure.

However, during our audit, we noted certain matters involving the internal control structure, and other operational matters that are presented for your consideration. We previously reported on the Hospital's internal control structure in our report dated October 8, 2012. This letter does not affect our report dated October 8, 2012, on the financial statements of Doctors' Memorial Hospital, Inc.

### PRIOR YEAR FINDINGS

Clinic Accounts Receivables - From our review of internal controls relating to the patient billings and accounts receivable functions at the Hospital's satellite clinics during the current and prior years, we found that the persons responsible for accepting payments for services at the clinics, can also post voids and adjustments to patient accounts without supervisory approval or oversight. This allows adjustments or voids to be made which could facilitate misappropriation of any patient monies collected.

To enhance internal controls and accountability for patient accounts receivable activities at the clinics, we recommend that a control be implemented whereby voided transactions require supervisory approval by a person not involved in the payment and accounts receivable transactions.

Food Services Cash Receipts - From our audit procedures in the current and prior years, we found that there is a weakness in internal control over cash receipts in the food service department relating to the use of pre-paid charge cards. The cashier has the opportunity to misappropriate cash received during a day due to the present method of processing purchases made with the pre-paid charge cards. The present practice is for the cashier to record such sales as a charge sale on the cash register and to mark off the related amount on the individual charge card. However, there is no logging or equivalent documentation retained to support the recorded charge sales. Thus, the cashier could record cash sales as charge sales and remove the associated cash from the daily proceeds. Since there is no effective control maintained over the number of cards issued and redeemed, the intended internal control of utilizing a cash register is substantially compromised.

The cashier is also able to initiate voids on the cash register without supervisory review or any apparent approval process. Improper void entries could also facilitate misappropriation of cash.

We recommend that the Hospital implement improved internal controls over the charge card food service payment system. Void entries on the cash register should also require supervisory approval.

The Hospital now requires supervisory approval for all voids on the cash register.

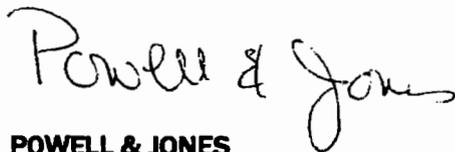
All other prior year findings were substantially corrected during the current year.

#### **CURRENT YEAR FINDINGS**

There are no new material findings for the current year.

#### **CONCLUSION**

We have reviewed information regarding our audit with Hospital management and have provided them with appropriate documentation as requested. We very much enjoyed the challenges and experiences associated with this audit of the Hospital. We appreciate the overall quality of the financial records, and personnel at the Hospital. We also appreciate the helpful assistance and courtesy afforded us by these employees.



**POWELL & JONES**  
Certified Public Accountants  
October 8, 2012

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Respectfully requesting Letter of Support from the Board of Commissioners for the grant application Doctors' Memorial Hospital, Inc. (DMH) is submitting for the 2013 Florida Department of Health, Bureau of Emergency Medical Services, EMS Matching Grant Program. DMH is requesting funding assistance in the amount of \$127,000 to purchase Life Pak 15 cardiac monitoring and communications for ambulances. This is a competitive grant and no funds will be required from the Board of Commissioners. DMH is requesting a letter of support only for the grant.

**Meeting Date:**

February 19, 2013

**Statement of Issue:**

DMH is submitting grant application to Florida Department of Health, Division of Emergency Medical Services and is respectfully requesting a letter of support from the Board of Commissioners. A letter of support from the Board of Commissioners is a requirement of the grant application ranking process.

**Recommendation:**

Approve and provide letter of support.

**Fiscal Impact:**

\$ N/A.

**Budgeted Expense:**

Yes

No

N/A

X

**Submitted By:**

Geri Forbes, CEO & Marty Tompkins, EMS Director

**Contact:**

Geri Forbes or Marty Tompkins

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

DMH is submitting grant application to the FDOH, Bureau of Emergency Medical Services, EMS Matching Grant Program. This is a competitive grant program and DMH will be requesting funding assistance in the amount of \$127,000 to purchase LifePak 15 cardiac monitoring and communications equipment for ambulances. As DMH does not have a cardiologist on staff, cardiac patients are transported to Tallahassee Memorial Hospital or Shands in Gainesville. This equipment will enable EMS to transmit the patients cardiac and vital sign information enroute to the receiving hospital making it possible for the patient to have immediate cardiac care at the receiving hospital. DMH EMS is the only EMS service in the region that does not have this type of equipment. The grant will have a 10% match which will be provided by DMH. The Board of Commissioners will not be

providing any funds for the project. FY 2012 DMH was awarded funding to purchase an ambulance for Steinhatchee and the south end of the County and a rapid response vehicle.

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**Options:**

1. Approve and provide letter of support as requested.
2. Not Approve letter of support.

**Attachments:**

1. Template for requested letter of support.
2.

February 19, 2013

Mr. Alan Van Lewen  
Health Services and Facility Consultant  
DOH Emergency Medical Services  
4052 Bald Cypress Way, Mail Bin C18  
Tallahassee, Florida 32399-1738

Dear Mr. Van Lewen:

Taylor County Board of Commissioners is in support of the Doctor's Memorial Hospital (DMH) efforts to purchase LifePak 15 cardiac monitoring equipment through the EMS County Grant Program. DMH transports cardiac patients to Tallahassee Memorial Hospital in Tallahassee or Shands in Gainesville and this equipment will enable receiving medical facilities to be able to immediately begin treatment on the patient. The Board supports the efforts of DMH Emergency Medical Services is making to provide the best possible healthcare and emergency services to the citizens of Taylor County and the many visitors to our area. DMH Emergency Medical Services has a coverage area of 1,048 miles in Taylor County and does not have a cardiologist on staff.

Thank you for your consideration of the DMH EMS County Grant Program application.

Sincerely,

Pam Feagle  
Chairman

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**NEIL RICE TO APPEAR BEFORE THE BOARD TO PRESENT AND DISCUSS DOCUMENTS REGARDING AGENDA 21 AND SUSTAINABLE DEVELOPMENT**



**MEETING DATE REQUESTED:**

**2/19/13**

**Statement of Issue: MS. RICE TO DISCUSS CONCERNS REGARDING SUSTAINABLE DEVELOPMENT**

**Recommended Action: DISCUSSION**

**Fiscal Impact: N/A**

**Budgeted Expense: N/A**

**Submitted By: NEIL RICE**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: ITEM IS RE-AGENDAED FROM FEBRUARY 4 MEETING.**

**Options:**

**Attachments:**

**Grinder Pump Installations in County Right-of-Way**

November 13, 2009

Phone call from Jack Brown, County Administrator to Shirley Shinholser, TCWSD

Questions and response

- 1) What is the District's policy regarding a grinder pump installation in the County right-of-way (ROW), particularly at Ezell Beach? Collection lines and valve boxes are to be placed on the County ROW. Grinder pumps are to be installed on the customer's property. One installation on Ezell Beach was mistakenly placed on the ROW. The customer provided a survey of his property and the grinder pump was placed accordingly. It was later determined that the County's ROW had been increased and the survey provided by the customer was inaccurate/out-of-date. The grinder pump is still in place.
- 2) What is the current cost of a grinder pump installation? The cost is currently \$5900 if a valve box and tap are on site. If not, it will cost \$6500 to install the grinder pump plus a valve box and tap.
- 3) What does it cost to repair a grinder pump if it is damaged by a drive-over? The customer is liable for charges if a unit is damaged by vehicular traffic. A recent incident cost a customer \$762 for a repair which required a wet-well extension and a new lid.
- 4) IF the County issues a ROW use permit for a grinder pump installation AND the customer accepts the responsibility for charges incurred for drive-over damages, is the District willing to install a unit on the ROW? This will need to be determined by the District Board of Commissioners.
- 5) How will drive-over damage impact the District relative to DEP standards? Should damage occur to a unit, the individual's water service will be disconnected and the individual's wastewater service valve (located in the valve box on the ROW) will be turned off until repairs can be made. Service will remain available to surrounding lots. Every effort will be made to avoid/contain a spill. The District has the ability to pump the sewage from the unit as needed with our trailored pump/tank and treat any spill that may occur.

Shirley Shinholser

*Provided by  
Jack Brown*

STATE OF FLORIDA  
COUNTY OF TAYLOR

**CLERK'S CERTIFICATE**

The undersigned Clerk of the Circuit Court of Taylor County, Florida does hereby certify that a search of the official minutes of the Taylor County Board of Commissioners through July 31st, 2009, does not reveal any discussion by the Taylor County Board of Commissioners about, or acceptance by the Taylor County Board of Commissioners of, that certain deed dated July 22, 1954, from William Ezell and Beatrice Ezell to Taylor County recorded in deed book 172, page 587.

This 27<sup>th</sup> day of ~~January~~<sup>April</sup>, 2010.

Annie Mae Murphy  
CLERK, CIRCUIT COURT OF TAYLOR COUNTY  
(Seal)

Note:

Judge, the above does not need any action. Please put it in your files.

Thank You  
Boyle

Book Type[ BOCC ] Date[ 08/17/2010 ] Time[ 6:00 P.M.  
Book#[ 56 ] Minutes#[ 9 ] Meeting-Type[ REGULAR

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BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, AUGUST 17, 2010

6:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET  
IN REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE MARK WIGGINS, CHAIRMAN, LONNIE HOUCK, PATRICIA  
PATTERSON, MALCOLM PAGE AND RUDOLPH PARKER, A FULL BOARD BEING  
PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT.

ATTORNEY ITEMS:

THE COUNTY ATTORNEY DISCUSSED PROPOSED CORRESPONDENCE TO THE  
ATTORNEY GENERAL REQUESTING AN OPINION (AGO) REGARDING THE EZELL  
BEACH DRIVE RIGHT-OF-WAY ISSUE, AND THE BOARD'S DESIRE TO HAVE  
THE CHAIRMAN EXECUTE SAME FOR MAILING. MR. BISHOP ALSO READ  
CORRESPONDENCE RECEIVED FROM ROBERT LYNN, WHO HAS PERSONALLY AND

*Provided by  
Jan Brown*

BY CONTRACTOR, PERFORMED MOWING AND TREE TRIMMING ON BOTH SIDES OF THE ROADWAY FOR THE PAST 11 YEARS. MR. LYNN FURTHER STATED IN HIS CORRESPONDENCE THAT THE COUNTY'S MAINTENANCE OF THE ROAD "HAS BEEN LIMITED TO THE DISTANCE OF THE ROAD GRADER BLADE WIDTH", WITH NO SHOULDER MAINTENANCE OF ANY KIND. MR. LYNN REQUESTED THAT THE BOARD TABLE THE ISSUE AND ALLOW THE COUNTY TIME TO DETERMINE A RESOLUTION TO THE ISSUE WITH THE AFFECTED PROPERTY OWNERS.

COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, TO TABLE FURTHER ACTION ON THE MATTER FOR A REASONABLE LENGTH OF TIME (UNTIL THE BOARD'S FIRST MEETING IN JANUARY, 2011), AND TO NOT MAIL CORRESPONDENCE TO THE ATTORNEY GENERAL.

COMMISSIONER HOUCK ADVISED THAT HE WILL ABSTAIN FROM VOTING ON THE ISSUE AS HIS MOTHER OWNS PROPERTY ON EZELL BEACH DRIVE. THE MOTION WAS WITHDRAWN.

**DOYLE PADGETT**, AN EZELL BEACH DRIVE PROPERTY OWNER, QUESTIONED THE WORDING IN THE PROPOSED CORRESPONDENCE TO THE ATTORNEY GENERAL, AND STATED THAT HE WANTED THE PUBLIC TO BE AWARE THAT IT WAS NEVER HIS INTENT TO CLOSE EZELL BEACH DRIVE, ONLY FIFTEEN (15) FEET OF RIGHT-OF-WAY ON EACH SIDE, TO BE USED FOR THE

INSTALLATION OF ELECTRIC AND WATER LINES IN ORDER TO PARK AN RV ON HIS LOT.

LARRY HENDRY, AN EZELL BEACH DRIVE PROPERTY OWNER, READ A PREPARED STATEMENT ON THE ISSUE WITH REGARDS TO PRIOR BOARD ACTION. COMMISSIONER PATTERSON STATED THAT SHE HOPES THAT AN AGREEMENT CAN BE MADE AMONG NEIGHBORS. MR. **PADGETT** STATED THAT AN AGREEMENT WILL NEVER BE REACHED WITH MR. HENDRY, BUT AGREED TO WORK WITH COUNTY OFFICIALS ON THE ISSUE. MR. HENDRY STATED THAT THERE IS ROOM FOR COMPROMISE. MR. **PADGETT** FURTHER ADVISED THAT IT IS A POLICY OF TAYLOR COASTAL WATER & SEWER DISTRICT (TCWSD), AS WELL AS

TRI-COUNTY ELECTRIC, TO NOT INSTALL ANY UTILITY ON COUNTY RIGHT-OF-WAY, ONLY ON PRIVATE PROPERTY.

AFTER FURTHER DISCUSSION, COMMISSIONER PARKER MADE A MOTION TO SEND THE CORRESPONDENCE TO THE ATTORNEY GENERAL FOR AN OPINION ON THE EZELL BEACH DRIVE ISSUE.

MOTION DIED FOR LACK OF SECOND.

ROBERT LEE, PRESENT IN THE AUDIENCE, RECOMMENDED THAT THE BOARD GRANT A UTILITY EASEMENT FOR THE INSTALLATION OF A GRINDER PUMP AND ELECTRIC POLE FOR MR. **PADGETT**. KENNETH HUTCHINS, PRESENT IN

THE AUDIENCE, RECOMMENDED THAT THE COUNTY ADMINISTRATOR AND THE COUNTY ENGINEER TRY TO NEGOTIATE AN AGREEMENT BETWEEN THE TWO PARTIES, TCWSD AND TRI-COUNTY ELECTRIC, REGARDING UTILITY INSTALLATION ON COUNTY RIGHT-OF-WAY.

COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, NOT TO SEND CORRESPONDENCE TO THE ATTORNEY GENERAL ON THE EZELL BEACH DRIVE ISSUE.

VOTING THE MOTION WAS AS FOLLOWS:

YEA: COMMISSIONERS PAGE, PATTERSON AND WIGGINS

NAY: COMMISSIONER PARKER

THE MOTION CARRIED.

COMMISSIONER HOUCK ABSTAINED FROM VOTING FOR THE REASON HERETOFORE STATED, AND FILED THE FOLLOWING MEMORANDUM OF VOTING CONFLICT:

IT WAS A CONSENSUS OF THE BOARD TO AUTHORIZE THE COUNTY ADMINISTRATOR AND THE COUNTY ENGINEER TO WORK ON A POSSIBLE RESOLUTION TO THE ISSUE WITH TCWSD AND TRI-COUNTY ELECTRIC.

**Jack Brown**

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**Subject:** Meeting with Doyle Padgett  
**Location:** Board Room

**Start:** Mon 8/30/2010 10:00 AM  
**End:** Mon 8/30/2010 12:00 PM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Jack Brown  
**Required Attendees:** Kenneth Dudley; Danny Griner

**When:** Monday, August 30, 2010 10:00 AM-12:00 PM (GMT-05:00) Eastern Time (US & Canada).  
**Where:** Board Room

**Note:** The GMT offset above does not reflect daylight saving time adjustments.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

*Rescheduled to 9/1/2010*

*Provided Julie Brown*

**Jack Brown**

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**Subject:** Meeting with Doyle Padgett  
**Location:** Board Room

**Start:** Wed 9/1/2010 2:30 PM  
**End:** Wed 9/1/2010 4:30 PM

**Recurrence:** (none)

**Meeting Status:** Meeting organizer

**Organizer:** Jack Brown  
**Required Attendees:** Kenneth Dudley; Danny Griner

Mr. Padgett rejected the proposal to change LDC to allow him and others to park in front of their property on the County right-of-way.

He stated that it wasn't acceptable - he wanted to own the land.

I informed Mr. Padgett that was the best I could offer.  
Jack R. Brown

JACK R. BROWN  
COUNTY ADMINISTRATOR  
TAYLOR COUNTY, FL  
201 E. GREEN ST.  
PERRY, FL 32347

\* Recommended language by John Brown & County Ordinance to allow County Administrator/Staff to issue a parking permit - Requires an amendment to the Land Development Code  
Sec. 42-889. Rights-of-way. - Presented to Mr. Dargatzis on 9/1/2010 as an option. He rejected saying he wanted to own the Right of Way.

(d) **Presumption.** Any person who obstructs a public road or future road right-of-way which is identified in the future land correlation map of the county comprehensive plan and is public ownership, as is under public ownership or is under option to purchase as a public road right-of-way, as is subject to eminent domain proceedings which have already been initiated shall be presumed to have done so willfully if the obstruction is allowed to remain on the right-of-way for a period of 24 hours after such person has been notified to remove the obstruction by the board of county commissioners or its authorized representative.

(e) **No parking areas.**

(1) **Authority.** The county administrator/coordinator, acting on behalf of the board of county commissioners, may regulate parking on rights-of-way and such regulations may include the time and place of parking. No person shall park on any portion of the right-of-way of any public road in the county after the board of county commissioners has prohibited the parking thereon in the manner provided in this section.

(2) **Public roads with speed limit of 35 miles per hour or less.** The parking of vehicles on that portion of the right-of-way of public roads not used as a traffic lane and on which the speed limit is 35 miles per hour or less shall be authorized and permitted unless the county administrator/coordinator, after considering factors such as the condition and width of the right-of-way, volume of traffic, safety of traveling and parking vehicles and frequency of parking, determines that parking should be prohibited on such right-of-way of a public road and causes signs to be erected on such portion of the right-of-way where parking is prohibited stating "No Parking Between Signs" or "No Parking."

(3) **Public roads with speed limit of over 35 miles per hour.** The parking of vehicles on any portion of the right-of-way of public roads on which the speed limit is in excess of 35 miles per hour shall be prohibited unless the county administrator/coordinator, after considering factors such as the condition and width of the right-of-way, volume of traffic, safety of traveling and parking vehicles and frequency of parking, determines that parking may be permitted and causes signs to be erected in such portion of the right-of-way where parking is permitted stating "Parking Permitted Between Signs" or "Parking Permitted."

**(4) Long Term Parking. No person shall site a vehicle or recreational vehicle on a county right-of-way in excess of 24-hours unless and until a permit has been issued by the board of county commissioners, or their designee, authorizing such use. The following criteria shall be utilized for consideration of approval for such use:**

- a. **The property abutting the request site is owned by the applicant.**
- b. **The abutting property exhibits an existing nonconformity due to flood induced erosion that prohibits onsite parking.**
- c. **Such use will not negatively impact safe traffic circulation.**
- d. **Clear zones adjacent to travel lanes will be maintained.**

**Exception. Parking on right-of-way during a voluntary or mandatory evacuation.**

**From:** Jack Brown  
**Sent:** Friday, January 13, 2012 1:08 PM  
**To:** Pam Feagle  
**Subject:** RE: Doyle Padgett

Pam,

1. The County will not assume liability for a grinder pump placed on County Right of Way. I'll approve a pump being placed on the right of way if there isn't enough property for it to be placed on the individuals property and the individual is willing to sign a hold harmless with the county and Taylor Coastal is willing to place it there.
2. A power pole is to be placed on the individual's property. I would be willing to meet with Mr. Padgett and look at his particular case to determine where a power pole could be sited.
3. I have no problem working with Mr. Padgett to allow him to obtain a permit to park his personal RV abutting his property since it exhibits existing nonconformity due to erosion as long as it doesn't negatively impact safe traffic circulation and adequate clear zone (as determined by the County) will be maintained. The reason I want a formal permit is so someone else doesn't pull an RV on the Right of Way in front of his lot or anyone else for long term parking.
4. The parking rules haven't changed.

**From:** Pam Feagle  
**Sent:** Wednesday, January 04, 2012 11:33 PM  
**To:** Jack Brown  
**Subject:** Doyle Padgett

12-6-11	Doyle Padgett	Johnson Stripling Rd	5-4060	Wants to know: 1. Can grinder pumps be installed at Ezell Beach 2. Can a power pole be put up there 3. What are the parking allowments 4. Has parking rules changed	12-6-11 Emailed to JB  <b>1-4-12 Follow up email to JB</b>
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**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

DOYLE PADGETT TO APPEAR BEFORE THE BOARD TO  
REQUEST A PERMIT FOR USE OF THE RIGHT-OF-WAY ON  
EZELL BEACH DRIVE



**MEETING DATE REQUESTED:**

2/19/13

**Statement of Issue:**           **REQUEST THE USE OF THE RIGHT-OF-WAY TO INSTALL  
A GRINDER PUMP, UTILITY POLE, AND PARKING**

**Recommended Action:**   DISCUSSION

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**               **DOYLE PADGETT**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**   **SEE ATTACHED LETTER**

**Options:**

**Attachments:**               **LETTER OF REQUEST**

February 11, 2013

Taylor County  
Board of County Commissioners  
201 East Green St.  
Perry, Fl 32347

Dear Commissioners:

I would like to make a request to the county for approx. 26 lot owners to obtain a permit to use the strip of Right of Way between the south boundary line of the Ezell Beach Drive road to the lime rock road, and the same on the north side of Ezell Beach Drive road for the purpose of installing a grinder pump, utility pole, and for parking.

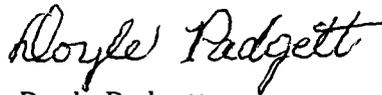
Mr. Sam Poppell was among the first to build a house at Ezell Beach over 50 years ago and he advised me that the county gave them permission to use the Right of Way for installing septic tanks, drain fields, water lines, utility poles, and parking.

We would ask that the permit be between the county and the individual lot owner, according to their needs.

We will be glad to accept all responsibility for the upkeep or damages of these utilities on the county Right of Way.

Please consider this request on your next agenda on February 19, 2013.

Thank You,



Doyle Padgett  
1840 Johnson Stripling Rd.  
Perry, Fl 32347

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) REIMBURSEMENT AGREEMENT FOR THE RESURFACING OF OSTEEN ROAD (CR 359B) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.

**MEETING DATE REQUESTED:**

February 19, 2013

### Statement of Issue:

Under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP), the County is responsible for executing a reimbursement the 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 SCRAP Reimbursement Agreement to resurface Osteen Road (CR 359B) from SR 30/US 98 to Woods Creek Road (CR 361B), approximately 1.8 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair to enter into the agreement on the behalf of the Board of County Commissioners.

**Fiscal Impact:** FISCAL YR 2013/14 - \$245,258.00 SCRAP Funding

**Budgeted Expense:** NO (FY 13/14)

**Submitted By:** ENGINEERING DIVISION

**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 Road Assistance Program (SCRAP). Under this program the County receives funding to resurface 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 to enter into the agreement on behalf of the Board of County Commissioners.

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 of construction activities.

The Board should approve the proposed SCRAP Reimbursement Agreement to receive funding from FDOT to resurface Osteen Road (CR 359B) from SR 30/ US 98 to Woods Creek Road (CR 361B), approximately 1.8 miles. This agreement will provide \$245,258.00 that will be used to offset the cost of the proposed improvements. Under the terms of the agreement, The Board shall let the construction contract on or before December 31, 2013, and complete the project by December 31, 2014.

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 agreement to FDOT.

**Options:**

- 1) Approve the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

**Attachments:**

FDOT SCRAP Reimbursement Agreement – Osteen Road (CR 359B)  
Resolution authorizing Chair to sign the agreement on behalf of the Commission

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

**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 Road Assistance Program (SCRAP) Reimbursement Agreement to resurface Osteen Road (CR 359B) from SR 30/US 98 to Woods Creek Road (CR 361B).

**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 SCRAP Reimbursement Agreement to resurface Osteen Road (CR 359B) from SR 30/US 98 to Woods Creek Road (CR 361B) in Taylor County, Florida.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

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

Pam Feagle, Chair

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

ANANTH PRASAD, P.E.  
SECRETARY

January 18, 2013

The Honorable Pam Feagle, Chair  
Taylor County Board of County Commissioners  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

**Subject: Small County Road Assistance Program  
Resurfacing of Osteen Road  
from SR 30 / US 98 to CR 361A  
Financial Project ID: 430725-1-58-01**

Dear Chair Feagle:

Enclosed for execution are three (3) copies of the Small County Road Assistance Program Agreement for the resurfacing of Osteen Road from SR 30 / US 98 to CR 361A in Taylor County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Taylor County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Please remember that Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (**\$245,258.00**). Also, please provide a copy of the design plans for our files.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler  
District Programs Administrator

KS:ke  
Enclosures

cc: Mr. Jack Brown, County Administrator  
Mr. Kenneth Dudley, P.E., Director of Engineering

Financial Project No.: 430725-1-58-01  
Catalog of State Financial Assistance No.: 55.016

This Small County Road Assistance Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and the Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

**WITNESSETH**

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 430725-1-58-01, for costs directly related to the resurfacing or reconstruction of Osteen Road from SR 30 / US 98 to CR 361A, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

Attachments: Exhibit(s) A,B & 1 are attached and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY 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 COUNTY during the term of the contract; and 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.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

**Katrina Sadler, District Programs Administrator  
Program Management – MS 2014  
1109 South Marion Avenue  
Lake City, Florida 32025**

**TO COUNTY:**

**The Honorable Pam Feagle, Chair  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348**

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before December 31, 2013
- ii) Construction to be completed on or before December 31, 2014

B. The COUNTY agrees to complete the PROJECT on or before December 31, 2014. If the COUNTY 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 COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3. COMPENSATION AND PAYMENT**

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of Two hundred forty five thousand, two hundred fifty eight dollars (**\$245,258.00**) described in **Exhibit B**.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1H, for approval and processing:

- monthly
- quarterly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

- C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).
- D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.
- F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.
- G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.
- H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.
- I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.
- J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.
- L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation - Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation - District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.
- N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- O. Records of costs incurred under 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 three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], 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 one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. 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.

S. An entity or affiliate who has been placed on the discriminatory vendor list 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.

#### 4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

## 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in Exhibit 1.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), 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 agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY 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 non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does 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 other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
  - a. The DEPARTMENT at each of the following addresses:  
  
**District PLEMO Office – MS 2007  
Attn: Jordan Green, P.E., Rural Area Transportation Engineer  
1109 South Marion Avenue  
Lake City, Florida 32025**
  - b. The Auditor General's Office at the following address:  
  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
  - a. The DEPARTMENT at each of the following addresses:  
  
**District PLEMO Office – MS 2007  
Attn: Jordan Green, P.E., Rural Area Transportation Engineer  
1109 South Marion Avenue  
Lake City, Florida 32025**
- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

## 7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY 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.

## 8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TAYLOR COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)

CLERK

PRINTED NAME: \_\_\_\_\_

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

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

CHAIRMAN, BOCC

PRINTED NAME: \_\_\_\_\_

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

Legal Review:

PRINTED NAME: \_\_\_\_\_

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

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)

EXECUTIVE SECRETARY

PRINTED NAME: \_\_\_\_\_

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

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

DISTRICT TWO SECRETARY

PRINTED NAME: \_\_\_\_\_

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

FDOT Legal Review:

PRINTED NAME: \_\_\_\_\_

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

Availability of Funds

Approval:

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

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Taylor County Board of County Commissioners dated \_\_\_\_\_

**PROJECT LOCATION:**

The project is referred to as resurfacing of Osteen Road from SR 30 / US 98 to CR 361A in Taylor County, Florida.

**PROJECT DESCRIPTION:**

The project consists of resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$245,258.00**.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.



## EXHIBIT 1

**FEDERAL** and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

### STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.016 – Small County Road Assistance Program (SCRAP)	\$245,258.00

### Compliance Requirements

1. Allowed: per F.S. 339.2816, Department of Transportation-approved roadway projects involving resurfacing or reconstructing county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.

Not allowed: per F.S. 339.2816, capacity improvements on county roads shall not be eligible for funding under the program.

2. Per F.S. 339.2816: any county that has a population of 75,000 or less according to 1990 federal census data and has enacted the maximum rate of the local option fuel tax authorized by s. 336.025(1)(a).

3. Allowable costs: direct project costs (design, construction, construction engineering and inspection)

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY

11

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) REIMBURSEMENT AGREEMENT FOR THE RESURFACING OF EAST ELLISON ROAD (CR 255A) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.

**MEETING DATE REQUESTED:**

February 19, 2013

**Statement of Issue:**

Under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP), the County is responsible for executing a reimbursement the 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 SCRAP Reimbursement Agreement to resurface East Ellison Road (CR 255A) from North Ellison Road (CR 252) for approximately 1 mile. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair to enter into the agreement on the behalf of the Board of County Commissioners.

**Fiscal Impact:** FISCAL YR 2013/14 - \$163,919.00 SCRAP Funding

**Budgeted Expense:** NO (FY 13/14)

**Submitted By:** ENGINEERING DIVISION

**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 Road Assistance Program (SCRAP). Under this program the County receives funding to resurface 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 to enter into the agreement on behalf of the Board of County Commissioners.

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 of construction activities.

The Board should approve the proposed SCRAP Reimbursement Agreement to receive funding from FDOT to resurface East Ellison Road (CR 255A) from North Ellison Road (CR 252) for approximately 1 mile. This agreement will provide \$163,919.00 that will be used to offset the cost of the proposed improvements. Under the terms of the agreement, The Board shall let the construction contract on or before December 31, 2013, and complete the project by December 31, 2014.

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 agreement to FDOT.

**Options:**

- 1) Approve the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

**Attachments:**

FDOT SCRAP Reimbursement Agreement – East Ellison Road (CR 255A)  
Resolution authorizing Chair to sign the agreement on behalf of the Commission

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

**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 Road Assistance Program (SCRAP) Reimbursement Agreement to resurface East Ellison Road (CR 255A) from North Ellison Road (CR 252) for approximately 1 mile.

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

2. The Chair of the Board is authorized to enter into the SCRAP Reimbursement Agreement to resurface East Ellison Road (CR 255A) from North Ellison Road (CR 252) for approximately 1 mile in Taylor County, Florida.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

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

Pam Feagle, Chair

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk



## *Florida Department of Transportation*

**RICK SCOTT  
GOVERNOR**

1109 South Marion Avenue  
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.  
SECRETARY**

January 18, 2013

The Honorable Pam Feagle, Chair  
Taylor County Board of County Commissioners  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

**Subject: Small County Road Assistance Program  
Resurfacing of East Ellison Road  
from CR 252 to CR 225A  
Financial Project ID: 430741-1-58-01**

Dear Chair Feagle:

Enclosed for execution are three (3) copies of the Small County Road Assistance Program Agreement for the resurfacing of East Ellison Road from CR 252 to CR 225A in Taylor County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Taylor County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Please remember that Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (**\$163,919.00**). Also, please provide a copy of the design plans for our files.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler  
District Programs Administrator

KS:ke  
Enclosures

cc: Mr. Jack Brown, County Administrator  
Mr. Kenneth Dudley, P.E., Director of Engineering

Financial Project No.: 430741-1-58-01  
Catalog of State Financial Assistance No.: 55.016

This Small County Road Assistance Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and the Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

**WITNESSETH**

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 430741-1-58-01, for costs directly related to the resurfacing or reconstruction of East Ellison Road from CR 252 to CR 225A, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

Attachments: Exhibit(s) A,B & 1 are attached and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY 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 COUNTY during the term of the contract; and 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.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

**Katrina Sadler, District Programs Administrator  
Program Management – MS 2014  
1109 South Marion Avenue  
Lake City, Florida 32025**

**TO COUNTY:**

**The Honorable Pam Feagle, Chair  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348**

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before December 31, 2013
- ii) Construction to be completed on or before December 31, 2014

B. The COUNTY agrees to complete the PROJECT on or before December 31, 2014. If the COUNTY 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 COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3. COMPENSATION AND PAYMENT**

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of One hundred sixty three thousand, nine hundred nineteen dollars (\$163,919.00) described in Exhibit B.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1H, for approval and processing:

- monthly
- quarterly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation - Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation - District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.

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

O. Records of costs incurred under 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 three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], 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 one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. 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.

S. An entity or affiliate who has been placed on the discriminatory vendor list 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.

#### 4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

## 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in Exhibit 1.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), 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 agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY 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 non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does 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 other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

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

**District PLEMO Office - MS 2007  
Attn: Jordan Green, P.E., Rural Area Transportation Engineer  
1109 South Marion Avenue  
Lake City, Florida 32025**

- b. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

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

**District PLEMO Office - MS 2007  
Attn: Jordan Green, P.E., Rural Area Transportation Engineer  
1109 South Marion Avenue  
Lake City, Florida 32025**

- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

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

## 7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY 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.

## 8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TAYLOR COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)

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

CLERK

CHAIRMAN, BOCC

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

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

Legal Review:

PRINTED NAME: \_\_\_\_\_

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

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)

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

EXECUTIVE SECRETARY

DISTRICT TWO SECRETARY

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

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

FDOT Legal Review:

PRINTED NAME: \_\_\_\_\_

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

Availability of Funds

Approval:

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

Financial Project No.: 430741-1-58-01  
Catalog of State Financial Assistance No.: 55016

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Taylor County Board of County Commissioners dated \_\_\_\_\_.

**PROJECT LOCATION:**

The project is referred to as resurfacing of East Ellison Road from CR 252 to CR 225A in Taylor County, Florida.

**PROJECT DESCRIPTION:**

The project consists of resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$163,919.00**.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.



**EXHIBIT 1**

**FEDERAL** and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
<b>FDOT</b>	<b>55.016 – Small County Road Assistance Program (SCRAP)</b>	<b>\$163,919.00</b>

**Compliance Requirements**

1. Allowed: per F.S. 339.2816, Department of Transportation-approved roadway projects involving resurfacing or reconstructing county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.

Not allowed: per F.S. 339.2816, capacity improvements on county roads shall not be eligible for funding under the program.

2. Per F.S. 339.2816: any county that has a population of 75,000 or less according to 1990 federal census data and has enacted the maximum rate of the local option fuel tax authorized by s. 336.025(1)(a).

3. Allowable costs: direct project costs (design, construction, construction engineering and inspection)

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY

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*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III  
STEPHEN F. "BUDDY" MURPHY

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

(850) 564-6113  
FAX (850) 564-2433

February 11, 2013

Honorable Board of County Commissioners  
Of Taylor County, Florida  
% Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

Re: Taylor Coastal Water District

Dear Honorable Commissioners:

This letter will confirm that at the last meeting of the Board, the Board agreed for me to assist Taylor Coastal Water District as their counsel.

I explained a potential conflict and if at any time one exists, I will represent the Board of County Commissioners.

I am writing the Water District to inform them if they decide to engage me and my firm that our first allegiance is to the Board of County Commissioners.

I am by copy of this letter asking Hon. Annie Mae Murphy and Mr. Jack Brown, County Administrator to put this letter on the agenda for approval by the Board.

My firm and I thank you very much and I hope everyone is doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy  
Mr. Jack Brown

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



The County Administrator to Provide an Overview of the Gulf States Restore Act, Funding Guidelines and Discussion Regarding Creating the Taylor County Restore Act Committee

**MEETING DATE REQUESTED:**

FEB 19, 2013

**Statement of Issue:** The County Administrator will provide an overview of the Restore Act, funding guidelines, and help frame a discussion for the Board on how to move ahead with the creation of the Taylor County Restore Committee

**Recommended Action:** Receive the overview, participate in discussion, and provide County Administrator with direction for the composition and selection process for the Taylor County Restore Committee.

**Fiscal Impact:** None

**Budgeted Item:** N/A

**Submitted By:** Jack R. Brown, County Administrator

**Contact:** (850) 838-3500, Ext. 7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Information provided.

**Options:**

**Attachments:** (See PDF of PowerPoint presentation – provided by email or can be downloaded from the website under presentations)

# TAYLOR COUNTY RESTORE ACT

Texas

Mississippi

Louisiana

Florida

 Incident site

Overview of the RESTORE ACT  
Funding Guidelines and Discussion  
Regarding Creation of Taylor  
County's RESTORE Act Committee  
February 19, 2013

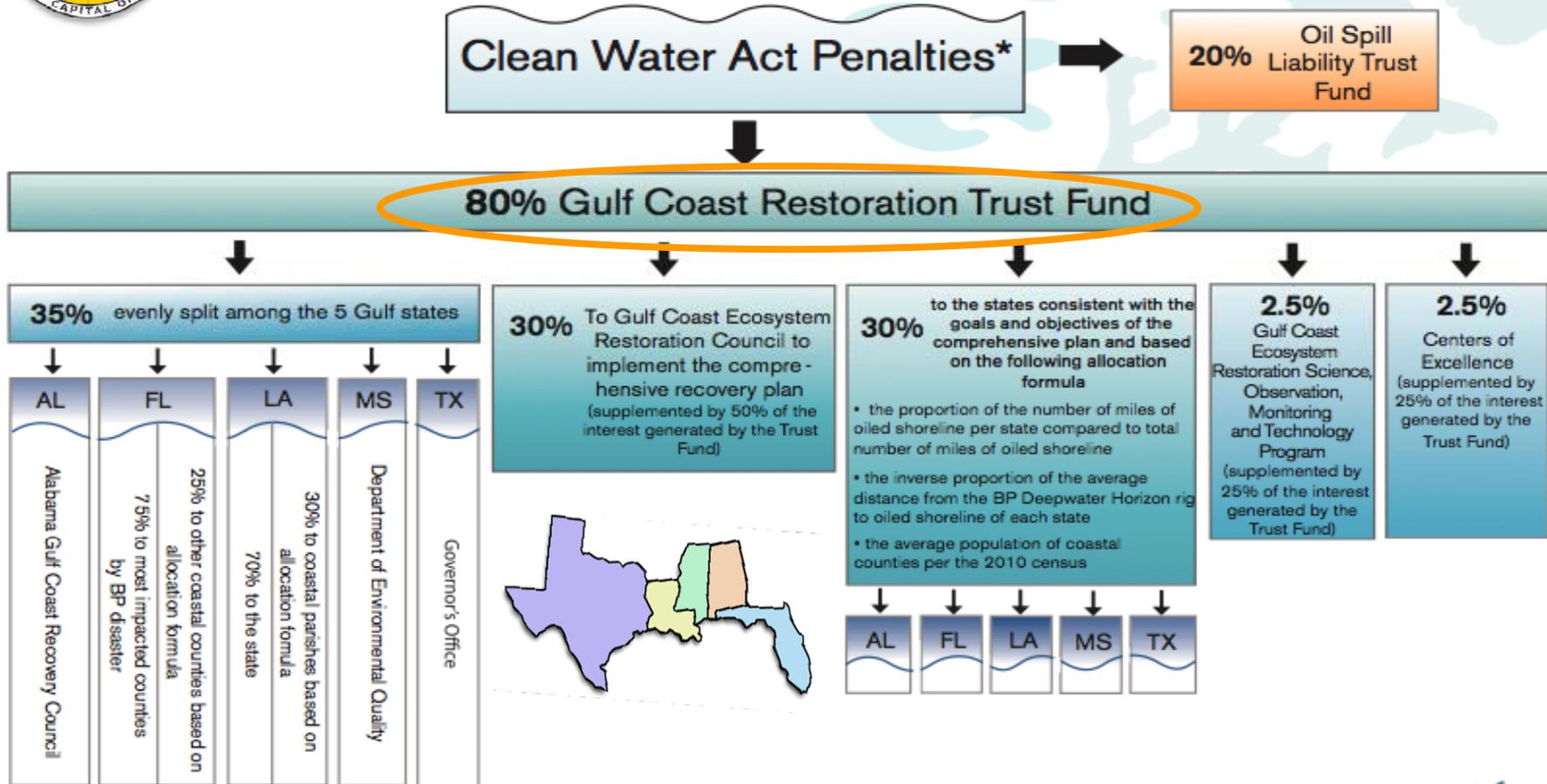


Chair, Pam Feagle  
Jack Brown, County Administrator





# Distribution of Clean Water Act penalties to Gulf recovery per the RESTORE Act



\* Clean Water Act penalties are a per barrel penalty of \$1100 for release of pollution into the environment. If 'gross negligence' is determined in release of the pollution, the penalty per barrel increases to \$4300. In the case of the BP Deepwater Horizon incident the following are estimates:

\$1100 X (4.9 million barrels of oil released into the environment) = approx \$5.39 billion  
 \$4300 X (4.9 million barrels of oil released into the environment) = approx \$21.07 billion [gross negligence]

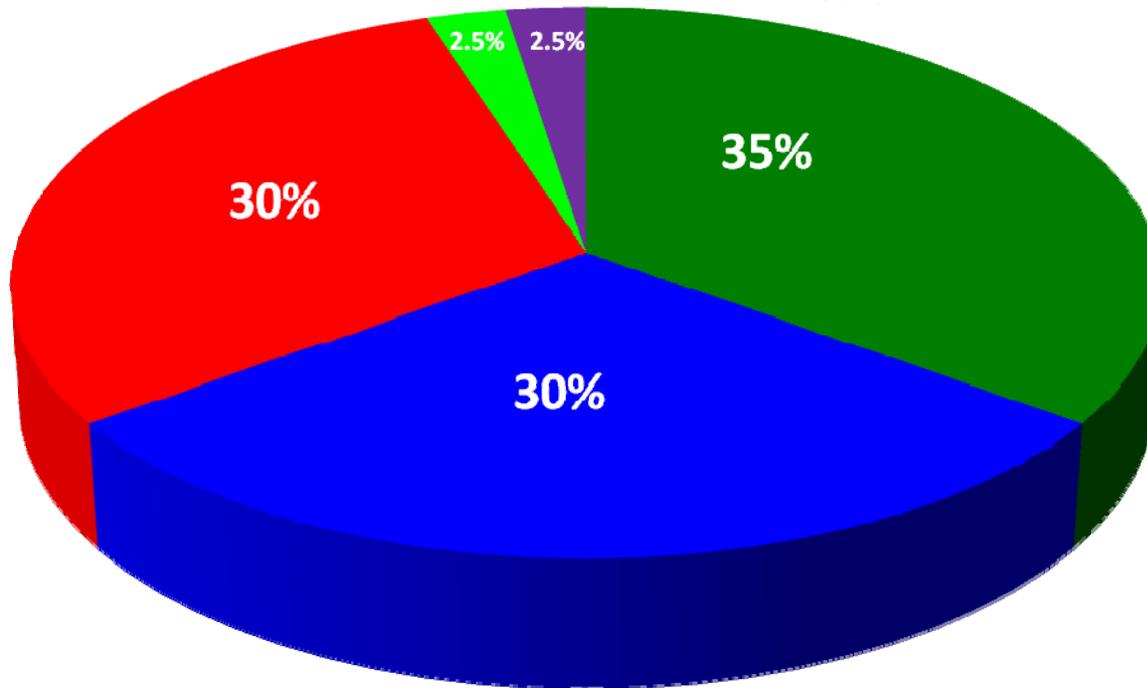
All amounts are subject to negotiation via a settlement between the government and responsible parties.





# FEDERAL FUNDING RESTORE ACT

## RESTORE ACT FUNDS FOR AFFECTED GULF STATES

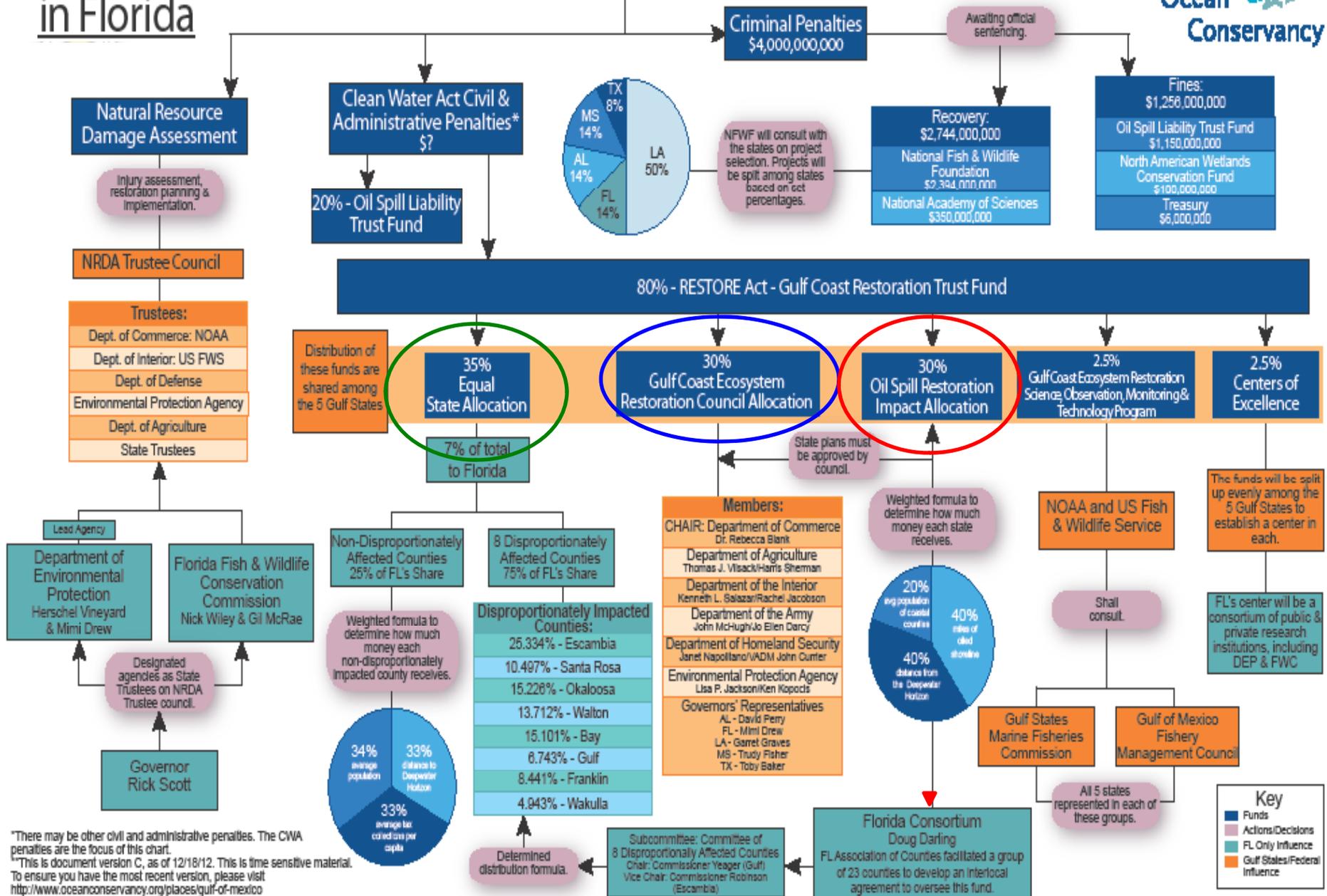


- EQUAL-SHARE STATE ALLOCATIONS
- INTERSTATE ECO SYSTEM RESTORATIONS COUNCIL
- IMPACT BASED STATE ALLOCATIONS (+50% INTEREST)
- CENTERS OF EXCELLENCE (+25% OF INTEREST)
- RESTORATION, MONITORING & TECH (25% OF INTEREST)

# Flow of Oil Spill Funds in Florida

## Resolution of Criminal, Civil, Administrative & Natural Resource Claims

Contact TJ Marshall  
Director, Constituent Outreach  
tmarshall@oceanconservancy.org  
727-369-6616

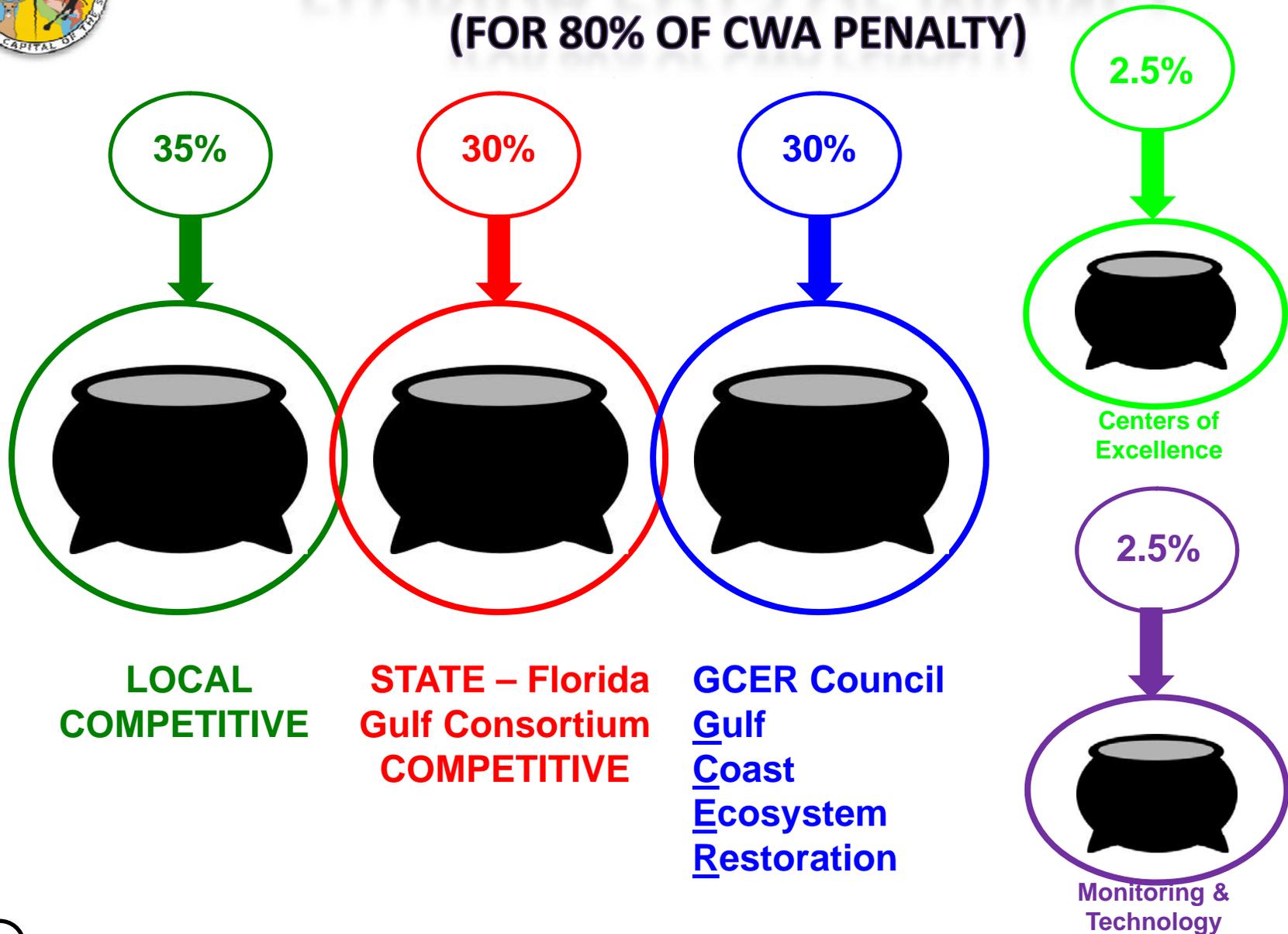


\*There may be other civil and administrative penalties. The CWA penalties are the focus of this chart.  
\*\*This is document version C, as of 12/18/12. This is time sensitive material. To ensure you have the most recent version, please visit <http://www.oceanconservancy.org/press/gulf-of-mexico>



# FLORIDA POTS OF MONEY

(FOR 80% OF CWA PENALTY)







# STATE CONSORTIUM POT CONSORTIUM IS THE LEAD ENTITY



- Amount of Funds Per

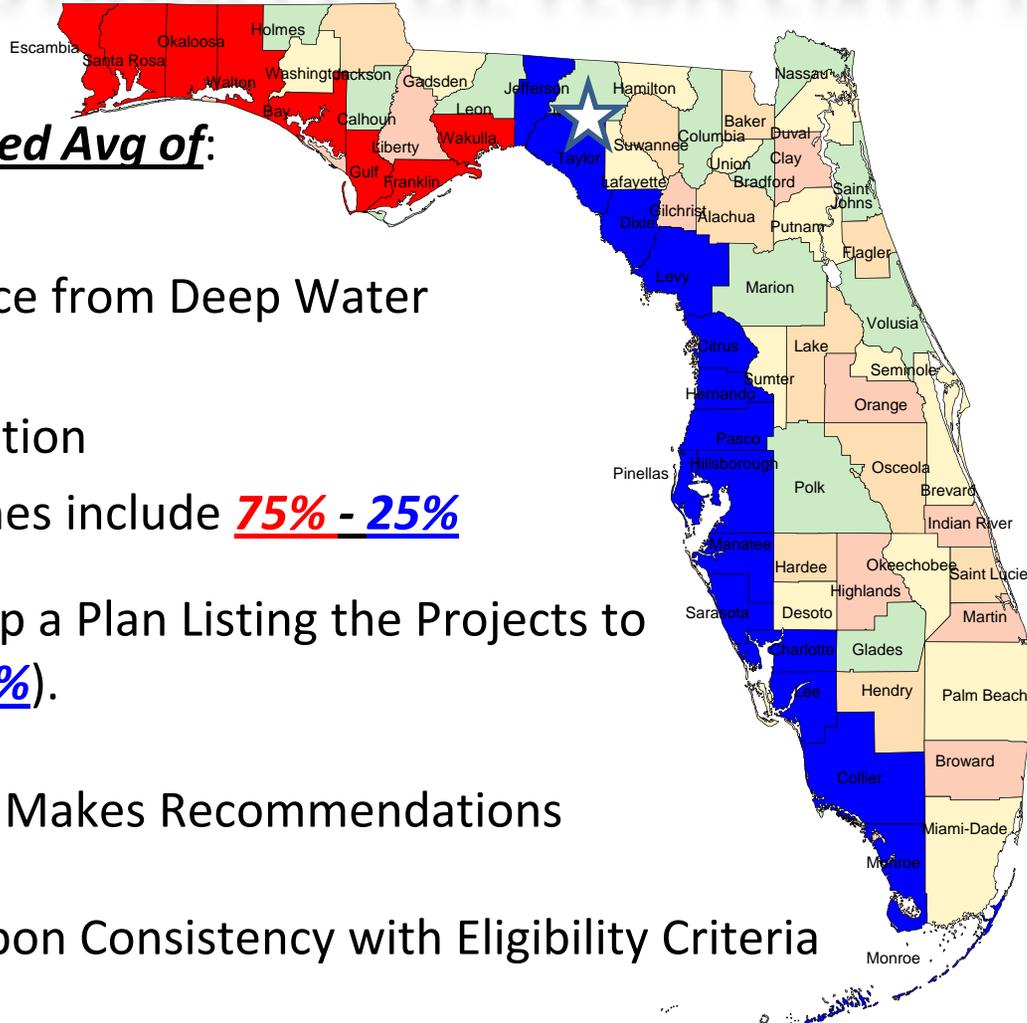
- State is Based on Weighted Avg of:

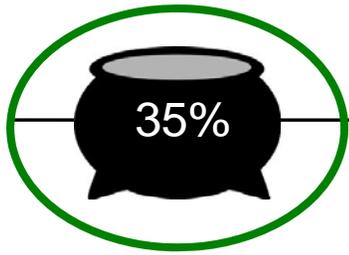
1. Shoreline Oiled
2. Average Distance from Deep Water Horizon
3. Average Population
4. Florida Guidelines include **75% - 25%**

- **Consortium** Must Develop a Plan Listing the Projects to Receive Grants (**75% - 25%**).

- **Consortium** Projects and Makes Recommendations

- Funds Awarded Based Upon Consistency with Eligibility Criteria

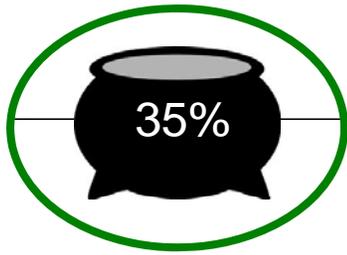




# LOCAL POT FUNDING FORMULA



- 75% (8 counties) – 25% (15 counties)
- Allocation of funds are based on a formula including
  - Distance from the spill
  - Per Capita Population
  - Total Sales Tax Revenue Per Capita



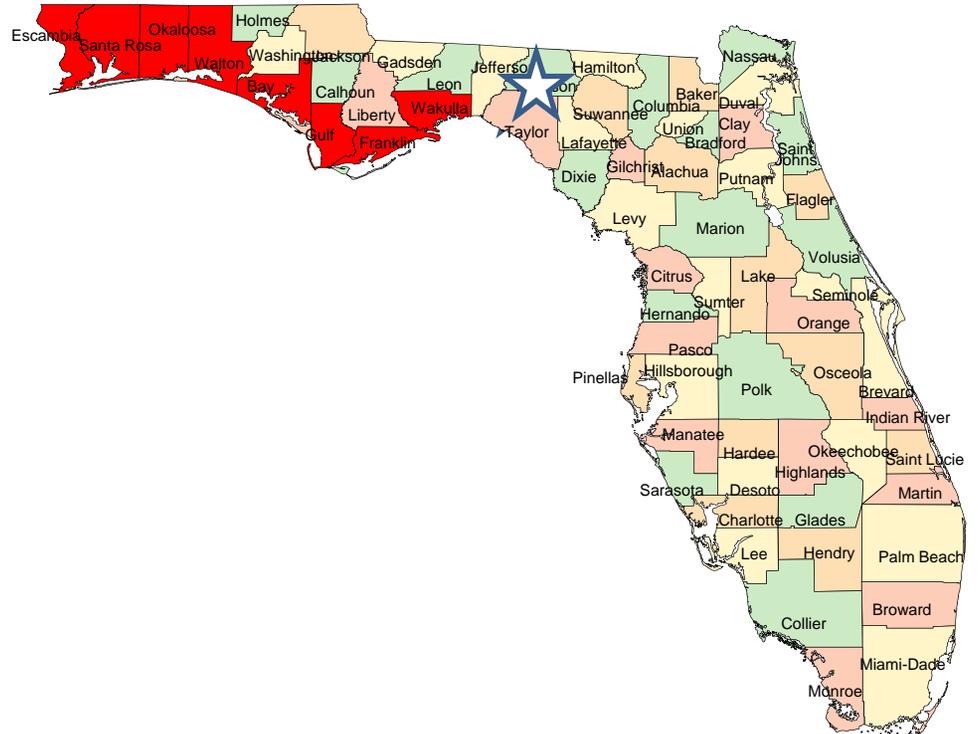
# EIGHT DISAPPORTIONATLTY AFFECTED COUNTIES

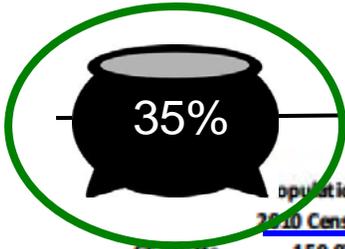


ALLOCATION FORMULA  
DRAFT 09/21/11

	Ten Percent	Oiled Coastline		Population	Mean Distance	Sales Tax	Per Capita	Ninety Percent	10% +90% TOTAL			
Escambia	12.50%	57.6	34.35%	297,619.00	32.64%	39.14%	\$39,567,388	\$132.95	12.94%	28.54%	26.94%	
Santa Rosa	12.50%	4.1	2.44%	151,372.00	16.60%	5.78	17.66%	\$12,503,059	\$82.60	8.04%	10.00%	10.25%
Okaloosa	12.50%	26	15.50%	180,822.00	19.83%	4.14	12.65%	\$29,485,463	\$163.06	15.87%	15.91%	15.57%
Walton	12.50%	24.6	14.67%	55,043.00	6.04%	2.97	9.07%	\$12,422,834	\$225.69	21.97%	14.01%	13.86%
Bay	12.50%	31.4	18.72%	168,852.00	18.52%	2.35	7.18%	\$28,886,958	\$171.08	16.65%	15.75%	15.43%
Gulf	12.50%	9.8	5.84%	15,863.00	1.74%	2.03	6.20%	\$1,066,547	\$67.23	6.54%	5.30%	6.02%
Franklin	12.50%	14.2	8.47%	11,549.00	1.27%	1.57	4.80%	\$1,452,158	\$125.74	12.24%	7.43%	7.93%
Wakulla	12.50%	0	0.00%	30,776.00	3.37%	1.08	3.30%	\$1,811,144	\$58.85	5.73%	3.05%	4.00%
		167.7	99.99%	911,896.00	100.00%	32.73	100.00%	\$127,195,551	\$1,027.20	100.00%	100.00%	100%

	Five Billion	Ten Billion	Fifteen Billion	Twenty Billion
Escambia	\$ 56,571,351.95	\$ 113,142,703.89	\$ 169,714,055.84	\$ 226,285,407.79
Santa Rosa	\$ 21,517,914.51	\$ 43,035,829.03	\$ 64,553,743.54	\$ 86,071,658.06
Okaloosa	\$ 32,690,935.77	\$ 65,381,871.53	\$ 98,072,807.30	\$ 130,763,743.07
Walton	\$ 29,112,373.46	\$ 58,224,746.92	\$ 87,337,120.38	\$ 116,449,493.85
Bay	\$ 32,395,909.21	\$ 64,791,818.43	\$ 97,187,727.64	\$ 129,583,636.86
Gulf	\$ 12,649,290.97	\$ 25,298,581.94	\$ 37,947,872.91	\$ 50,597,163.88
Franklin	\$ 16,660,090.88	\$ 33,320,181.76	\$ 49,980,272.64	\$ 66,640,363.52
Wakulla	\$ 8,396,463.25	\$ 16,792,926.49	\$ 25,189,389.74	\$ 33,585,852.99
	\$ 209,994,330.00	\$ 419,988,660.00	\$ 629,982,990.00	\$ 839,977,320.00



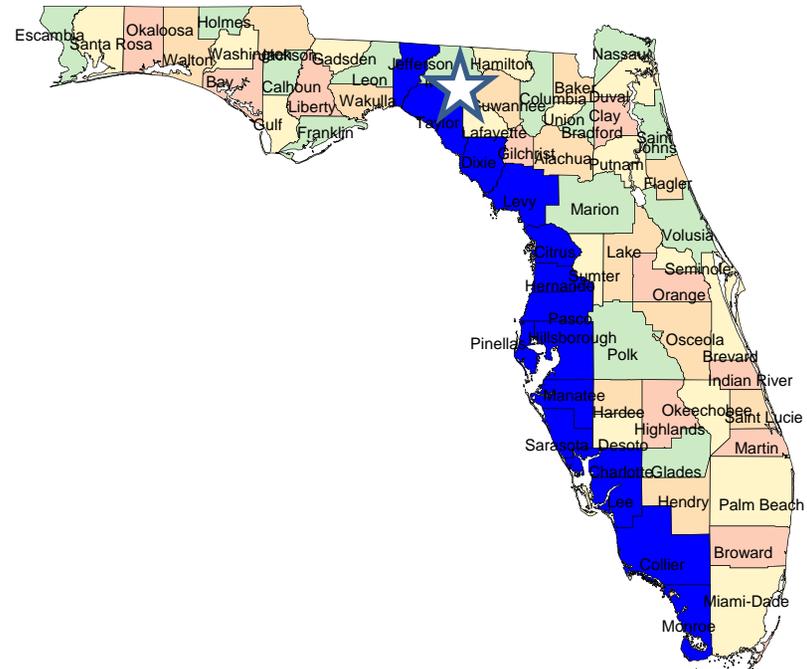


# REMAINING GULF COUNTIES



	Population 2010 Census	Proportionate Share	Sales Tax Per Capita	Proportionate Share	Distance to DWH	Proportionate Share	Inverse Proportion	Estimated Allocation
Charlotte	159,978	3.27%	127.40	6.45%	698,666	7.4%	5.85%	5.17%
Citrus	141,236	2.89%	85.90	4.35%	590,799	6.3%	6.92%	4.70%
Collier	321,520	6.57%	183.07	9.27%	775,680	8.3%	5.27%	7.03%
Dixie	16,422	0.34%	48.47	2.45%	525,021	5.6%	7.78%	3.49%
Hernando	172,778	3.53%	90.93	4.60%	592,839	6.3%	6.89%	4.99%
Hillsborough	1,229,226	25.11%	156.36	7.92%	610,369	6.5%	6.69%	13.36%
Jefferson	14,761	0.30%	52.62	2.66%	472,097	5.0%	8.66%	3.84%
Lee	618,754	12.64%	156.12	7.91%	715,632	7.6%	5.71%	8.79%
Levy	40,801	0.83%	74.52	3.77%	568,273	6.0%	7.19%	3.90%
Manatee	322,833	6.60%	144.26	7.30%	622,336	6.6%	6.57%	6.82%
Monroe	73,090	1.49%	378.34	19.16%	913,479	9.7%	4.47%	8.31%
Pasco	464,697	9.49%	95.31	4.83%	593,404	6.3%	6.89%	7.09%
Pinellas	916,542	18.73%	142.00	7.19%	590,602	6.3%	6.92%	11.02%
Sarasota	379,448	7.75%	149.56	7.57%	634,421	6.8%	6.44%	7.26%
Taylor	22,570	0.46%	90.00	4.56%	494,401	5.3%	8.26%	4.39%
<b>Total</b>	<b>4,894,656</b>	<b>100%</b>	<b>\$ 1,974.86</b>	<b>100%</b>	<b>9,398,019</b>	<b>100%</b>	<b>101%</b>	<b>100%</b>

	Five Billion	Ten Billion	Fifteen Billion	Twenty Billion
Charlotte	\$3,619,072	\$7,238,144	\$10,857,217	\$14,476,289
Citrus	\$3,289,174	\$6,578,348	\$9,867,522	\$13,156,696
Collier	\$4,921,602	\$9,843,203	\$14,764,805	\$19,686,406
Dixie	\$2,444,616	\$4,889,232	\$7,333,849	\$9,778,465
Hernando	\$3,495,884	\$6,991,767	\$10,487,651	\$13,983,535
Hillsborough	\$9,352,415	\$18,704,829	\$28,057,244	\$37,409,659
Jefferson	\$2,686,624	\$5,373,248	\$8,059,873	\$10,746,497
Lee	\$6,153,756	\$12,307,511	\$18,461,267	\$24,615,023
Levy	\$2,731,032	\$5,462,064	\$8,193,095	\$10,924,127
Manatee	\$4,773,857	\$9,547,715	\$14,321,572	\$19,095,429
Monroe	\$5,814,140	\$11,628,281	\$17,442,421	\$23,256,561
Pasco	\$4,965,041	\$9,930,082	\$14,895,123	\$19,860,165
Pinellas	\$7,715,794	\$15,431,588	\$23,147,382	\$30,863,175
Sarasota	\$5,082,248	\$10,164,496	\$15,246,743	\$20,328,991
Taylor	\$3,071,633	\$6,143,266	\$9,214,899	\$12,286,532
<b>Total</b>	<b>\$70,116,887</b>	<b>\$140,233,775</b>	<b>\$210,350,662</b>	<b>\$280,467,550</b>



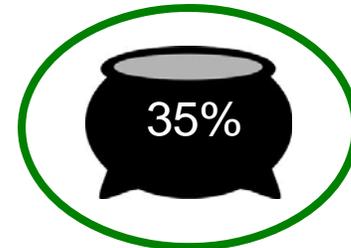


# RESTORE ACT POTENTIAL LOCAL FUNDS

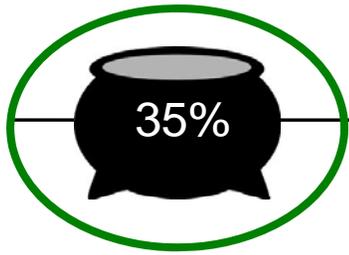
Taylor County will receive an automatic allotment of RESTORE Act funding in the event of a settlement.

Here are estimates for Taylor County's local amount, based on range of settlement amounts:

Settlement Amount	Local Distribution to Monroe
\$ 5B	\$ 3.07M
10B	6.14M
15B	9.21M
20B	12.28M



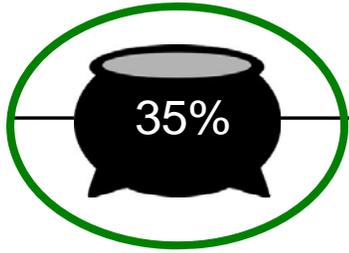
Why is the money coming to the County? The RESTORE Act legislation directs the State of Florida's funding to "coastal political subdivisions" defined in the Act as "any local political jurisdiction that is immediately below the State level of government, including a county, parish or borough, with a coastline that is contiguous with any portion of the United States Gulf of Mexico."



# LOCAL POT - ELIGIBLE ACTIVITIES



- Restoration and Protection of Natural Resources
- Mitigation of Damages to Natural Resources
- Implementation of a Federally Approved Marine or Coastal Management Plan
- Workforce Development and Job Creation
- Improvements to State Parks Affected by the Spill
- Infrastructure Projects Benefitting the Economy or Ecological Resources



# LOCAL POT - ELIGIBLE ACTIVITIES



- Flood Protection and Infrastructure
- Planning Assistance
- Promotion of Tourism
- Promotion of Gulf Seafood Consumption
- Administrative Cost (3% maximum)



# STATE POT - ELIGIBLE ACTIVITIES



- Restoration and Protection of Natural Resources
- Mitigation of Damages to Natural Resources
- Implementation of a Federally Approved Marine or Coastal Management Plan
- Workforce Development and Job Creation
- Improvements to State Parks Affected by the Spill
- Infrastructure Projects Benefitting the Economy or Ecological Resources



# STATE POT - ELIGIBLE ACTIVITIES



- Flood Protection and Infrastructure
- Planning Assistance
- Promotion of Tourism
- Promotion of Gulf Seafood Consumption
- Administrative Cost (3% maximum)



# KEY TO SUCCESS FOR STATE POT DIVERSITY & COLLABORATION

- Collaboration with
  - Diverse Groups Locally and Regionally
  - Like Minded Counties
  - Institutions of Higher Learning
  - State and Federal Agencies





# RESTORING & CONSERVING HABITAT





# RESTORING & CONSERVING HABITAT





# INFRASTRUCTURE PROJECTS

## BENEFITTING THE ECONOMY & ECOLOGY





# FLOOD PROTECTION AND INFRASTRUCTURE





# MITIGATING DAMAGE TO NATURAL RESOURCES



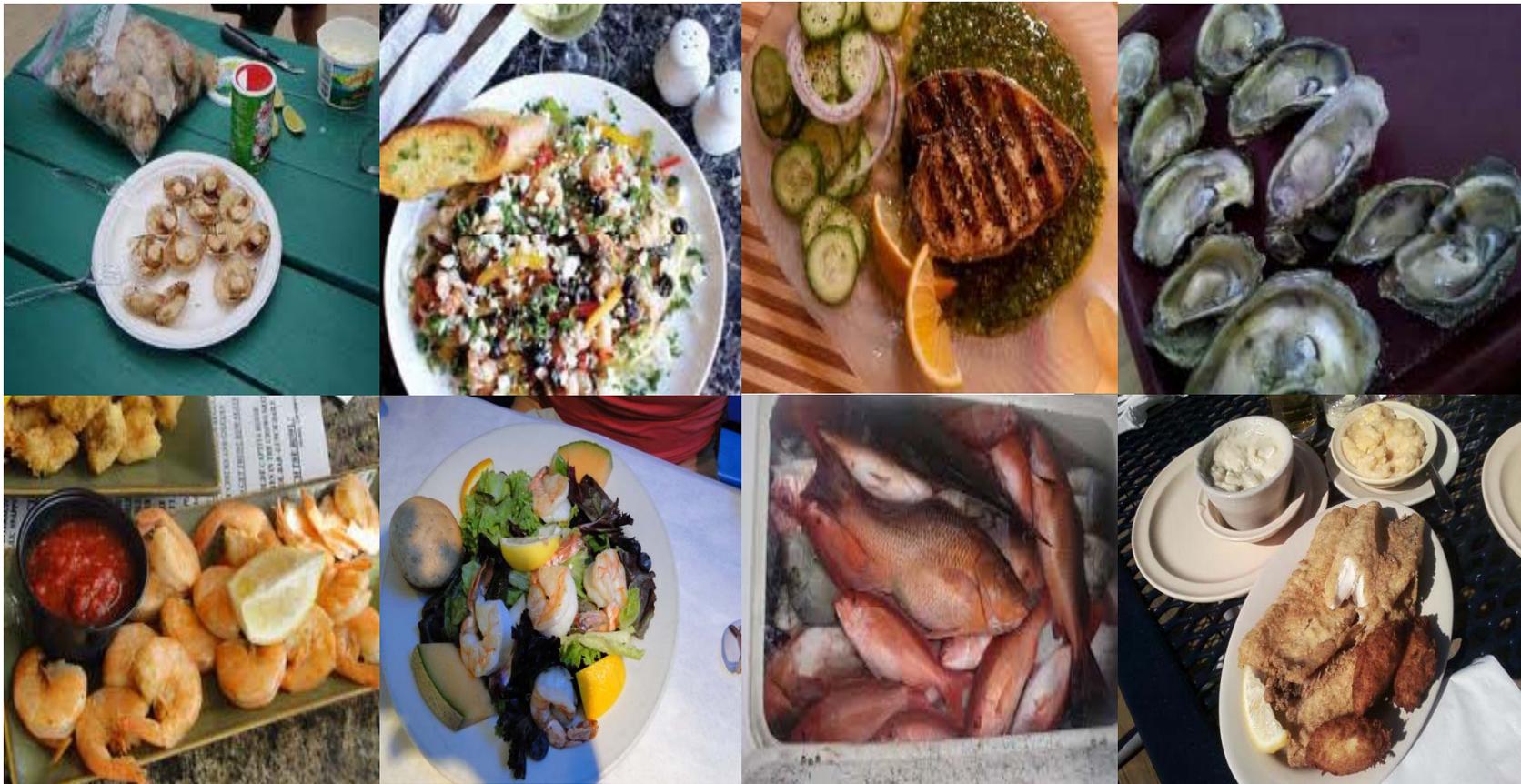


# REPLENISHING & PROTECTING LIVING COASTAL & MARINE RESOURCES





# PROMOTION OF TOURISM & GULF SEAFOOD CONSUMPTION





# EDUCATION





# WORKFORCE DEVELOPMENT AND JOB CREATION





# PROMOTING TOURISM & RECREATION





# ITEMS OF IMPORTANCE

---

- Local Funds Will Come to the County
- Taylor County BOCC Given Sole authority Over Distribution Over Local Funds
- U.S. Treasure Maintains Oversight & Final Approval
- Taylor County is Part of the State Consortium
- Funds Awarded Based Upon Consistency with Eligibility Criteria
- GCER Council Request
- Must Have a System In Place



# DISTRIBUTION OF LOCAL FUNDS

---

To distribute these funds, the County will need to:

- 1. Establish a local Restore Act Committee.**
  - The main responsibility of committee is to solicit project applications, review applications, evaluate projects, rank projects, and present its ranked list to the County Commission for approval. (BOCC has final authority).
  
- 2. Develop selection process for projects to be funded with RESTORE dollars.**
  - In order to solicit, evaluate and rank projects, we will need to develop an application, an application process and scoring criteria.



# GENERAL COMMITTEE REQUIREMENTS

---

## Sunshine, Ethics, Public Records

As a general reminder, the following requirements apply to the Committee and its members:

- As members of advisory body, all members are governed by standards of conduct and code of ethics in FS Ch 112
- The committee and its members will be subject to state Sunshine laws (FS Ch 286)
- The committee and its members will be subject to Florida Public records law (FS Ch 119)
- No member or their designee shall receive any personal gain from serving on the committee
- Members will not be required file a statement of financial interests



# ROLE OF LOCAL COMMITTEE

---

- Its main responsibility will be to review and rank each proposed project based upon the guidelines provided in the RESTORE Act, federal rules, and community needs.
- Hold advertised public meetings
- Provide regular status reports to the BOCC
- Establish an application and application procedure (*in consultation with BOCC? After specific direction and input from BOCC?*)
- Solicit and accept all applications for projects that comply with RESTORE Act eligibility
- Review, score and rank projects, and present the ranked project list to BOCC (*BOCC will review its ranking, and make the final decision regarding best use of the RESTORE Act funds.*)
- May provide input and assistance to the County's responsibility to develop and submit a multi-year implementation plan for RESTORE Act projects



# COMPOSITION OF LOCAL COMMITTEE

---

- Board needs to determine:
  - General composition of this committee, and
  - Selection/appointment process for each member
  
- **Considerations for Committee Composition:**
  - Appropriately representative but manageable in size (9?)
  - Expertise: Members with diversified backgrounds, including the knowledge related to the allowable uses of the funds, and expertise to perform the responsibilities of the committee.
    - Subject area expertise: environment, ecology, fisheries, tourism, economic development, financial/government contracts/grants
    - Reps from: TDC, Fishing Industry, etc.
  - Keys-wide geographic representation and/or specific municipal representation
  - Representatives of applicants for funding on committee – yes/no?  
*(If yes, conflict of interest issues. If no, limiting our pool of expertise on committee.)*
  - Elected officials on committee – yes/no? *(If yes, officials will be constrained by sunshine.)*
  - Inclusion of non-voting advisory members, such as technical experts



# COMPOSITION OF LOCAL COMMITTEE

- Board must establish a process for selection of committee members. Options for consideration:
  - Appoint members
  - Nomination process
  - Combination of appointments and nominated positions
- For appointments: Board and/or other entities represented may make their own appointments.
- For nominations:
  - Those interested and qualified to be on committee can submit a letter of interest with their resumes or statement of qualifications.
  - Each commissioner will review the submissions and make his/her own list of nominations for the committee appointments.
  - BOCC will discuss and approve, as a group, and name to the seats those with the most votes.



# EXAMPLE MODELS FOR COMMITTEE COMPOSITION

## Model # 1:

- 9 members
  - 1 Chamber of Commerce
  - 1 Commercial Fishing
  - 1 Crabbing/Shrimping
  - 1 Economic Development
  - 1 Ecological/Environmental
  - 1 Education
  - 1 Aucilla / Econfina
  - 1 Beaches
  - 1 Steinhatchee
- Applicants would apply specifically for one or more than one of the 9 that they qualify for. Board would select by vote per position.

## Model #2:

- 9 members
  - Commissioner District Appointments (5)
  - 1 from Aucilla / Econfina
  - 1 from Beaches
  - 1 from Steinhatchee
  - 1 At Large
- Commissioners make appointments for each respective district
- Application process for the other 4



# RESTORE ACT – FUNDING CONDITIONS

The County must adhere to general conditions for funding:

- Agree to US Treasury audit requirements
- Certify that a project requesting funding:
  - Is designed to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands or economy of the Gulf Coast
  - Carries out one or more of the eligible activities
  - Was selected based on meaningful input from the public
  - In the case of natural resource protection or restoration project is based on the best available science
- Certify that the project or program and the awarding of the contract are consistent with standard procurement rules and regulations, inc. applicable competitive bidding and audit req.
- Develop and submit a multi-year implementation plan for the use of funds, which may include milestones, timelines, and evaluation

*(Note: The responsibility for ongoing oversight of local projects and administration of contracts is not clearly established. We will have to wait for the rules.)*



# RESTORE ACT FUNDING ELIGIBLE USES

Projects must meet the following criteria to be eligible for funding, per RESTORE Act legislation:

- Restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.
- Mitigation of damage to fish, wildlife, and natural resources
- Implementation of a federally approved marine, coastal or comprehensive conservation management plan, including fisheries monitoring
- Workforce development and job creation
- Improvements to state parks in coastal areas affected by Deepwater Horizon spill
- Infrastructure projects benefitting economy or ecological resources, including ports
- Coastal flood protection and related infrastructure
- Planning assistance
- Promotion of tourism, including recreational fishing
- Promotion of consumption of seafood harvested from the Gulf Coast region

*(Note: US Treasury rules, when they are promulgated, may impose additional criteria, details, and clarifications.)*



# RESTORE ACT FUNDING – PROJECT RANKING CRITERIA

The Board may wish to assign a higher ranking for some projects based on additional project benefits or components, such as:

- The project's impact(s) or benefit(s) is county-wide
- Demonstrated economic benefit
- Demonstrated environmental benefit
- Ability to leverage other sources of funding (match)
- Long-term implications/lasting value
- Shovel-readiness
- Comprehensive Plan projects
- Consistency with local government comprehensive plans
- Capital Improvement Plan projects
- Consideration of request amount (*setting of min or max amounts to funding requests*)



# FUNDING APPLICATION PROCESS

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Project applications will be developed. In addition to the ranking criteria, applications will require standard grant request information, such as:

- Project descriptions/need/science/benefits, costs and timelines
- Demonstrated applicant experience/expertise related to the proposed project, and ability to manage project type and size
- Demonstrated applicant experience managing government grants and contracts, financial history and track record, etc.

Process: A timeframe and process for soliciting and accepting applications will be developed.

Pre-proposals: Due to the uncertainty regarding the amount of funding and when the funding might be available, we may wish to consider developing an interest form or pre-proposal initially, so that we can start gauging the level of interest and range of projects, without asking applicants to devote an inordinate amount of time to full-blown applications.



# NEXT STEPS

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- Identify Resources and Systems
- Ascertain a Thorough Understanding of Restore Act
- Collaborate With Stakeholders
- Public Consensus
- Establish Best Available Science
- Strategically Develop “Pot-Specific” Lists
- Routine Updates to BOCC to Remain Informed



# NEXT STEPS

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- Decide upon Committee composition
- Decide upon selection process (appointments and/or nominations)
- Develop/approve a resolution
- Develop parameters for project ranking – scoring criteria or guiding principles
- Develop an interest for funding/pre-proposals form, in advance of full, formal application
- Continue to post information and links on County website



# FINAL THOUGHT

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One recommendation would be to make it clear in the resolution that the BOCC anticipates that additional changes may be made to the composition and representation on the local Council as this whole thing evolves, as we learn the rules from the Treasury, and as we learn from other counties.