

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA
REGULAR BOARD MEETING
MONDAY, OCTOBER 3, 2016
6:00 P.M.
201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

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

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

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

CONSENT ITEMS:

4. THERE ARE NO MINUTES FOR APPROVAL.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF THE SHADE HANGAR SPACE LEASE AGREEMENT AT PERRY FOLEY AIRPORT FOR CALVIN CONE, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
7. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE ARTHROPOD CONTROL BUDGET AMENDMENT NO. 3, DATED 8/31/16 FOR FY 2015-2016, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

8. THE BOARD TO TASK THE COUNTY ATTORNEY TO DISCUSS A PROPOSED LEASE FOR A BUILDING WITH THE STATE ATTORNEY FOR OFFICE SPACE.
9. THE BOARD TO CONSIDER APPROVAL OF A HOLD HARMLESS AGREEMENT WITH SHADY GROVE MISSIONARY BAPTIST CHURCH, FOR A POLLING PLACE, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP) FOR 2016-2021, AS AGENDAED BY THE GRANTS DIRECTOR.
11. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS SUBMITTED BY TAMMY TAYLOR, COUNTY FINANCE DIRECTOR.

PUBLIC HEARINGS:

12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG) TO BE HELD ON OCTOBER 20-23, 2016, AS SUBMITTED BY IRON HORSE MUD RANCH.
13. 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 THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) COASTAL PARTNERSHIP INITIATIVE GRANT PROGRAM, 2017-2018 FUNDING CYCLE.

PUBLIC REQUESTS:

14. BARNEY BENNETTE AND BILL HENDERSON, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR TO DISCUSS COUNTY WORK PROGRAM PRIORITIES, AS AGENDAED BY AMY TUCKER BAULDREE.
15. ALBERT JOHNSON TO APPEAR TO ADDRESS THE BOARD REGARDING COUNTY ISSUES.

ADVISORY COMMITTEE REPORTS:

16. THE BOARD TO CONSIDER APPOINTING A MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

17. THE BOARD TO CONSIDER A REQUEST FROM THE SUPERVISOR OF ELECTIONS TO APPROVE THE 2016-2017 FEDERAL ELECTION ACTIVITIES GRANT MATCHING FUNDS REQUEST AND TO EXECUTE THE CERTIFICATE OF EQUIPMENT FOR CASTING AND COUNTING BALLOTS, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.
18. THE BOARD TO CONSIDER A REQUEST FROM PADRAIC JUAREZ, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPROVE THE ANNUAL CORE CONTRACT WITH THE FLORIDA DEPARTMENT OF HEALTH IN TAYLOR COUNTY, AND RE-APPROVE THE AUTHORIZED CLINICAL FEE SCHEDULE, AS AGENDAED BY CHARLOTTE SORRELL.
19. THE CLERK TO DISCUSS WITH THE BOARD, A PARTIAL AUDIT ON THE COUNTY PROBATION OFFICE PERFORMANCE AND THE COURT RECORDS.

GENERAL BUSINESS:

20. THE BOARD TO CONSIDER APPROVAL OF AN APPLICATION FOR A MUD BOG SPECIAL EVENT, AT THE PUDDING CREEK MUD BOG SITE FOR OCTOBER 21-23, 2016, WITH ATTENDANCE EXPECTED TO BE LESS THAN 1000, AS AGENDAED BY DANNY GRINER, BUILDING DEPARTMENT DIRECTOR.
21. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE 2016 PERRY FOLEY AIRPORT SECURITY PLAN, AS AGENDAED BY THE GRANTS DIRECTOR.
THE PLAN IS EXEMPT FROM PUBLIC RECORDS, PER CHAPTERS 331.22 AND 119.071(3), FLORIDA STATUTES, AND WILL NOT BE PUBLISHED ON THE COUNTY'S WEBSITE

COUNTY STAFF ITEMS:

22. THE BOARD TO CONSIDER APPROVAL OF AN ADDENDUM TO THE CONTRACT FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES WITH GOVERNMENT SERVICES GROUP, INC. (GSG), TO EXTEND A CONTRACT FOR A PERIOD OF ONE (1) YEAR PER ITEM K - TERM IN THE ORIGINAL CONTRACT OF SEPTEMBER 16, 2014, AS AGENDAED BY THE GRANTS DIRECTOR.

23. THE BOARD TO CONSIDER APPROVAL OF FULLY FUNDING THE BIG BEND TRANSIT "IN TOWN" SHUTTLE DURING THE HOLIDAYS, FROM MONDAY, DECEMBER 12, 2016, TO FRIDAY, DECEMBER 30, 2016, AS AGENDAED BY THE GRANTS DIRECTOR.
24. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AMENDMENT NO. 2, TO THE AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES BETWEEN THE BOARD AND AVCON, INC., AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ATTORNEY ITEMS:

25. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION SUPPORTING THE RE-AUTHORIZATION OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION NEEDED TO ENHANCE ECONOMIC DEVELOPMENT IN TAYLOR COUNTY, AS PREPARED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

26. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, 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.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the shade hangar space lease agreement at Perry Foley Airport for Calvin Cone.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Board to ratify the shade hangar space lease agreement at Perry Foley Airport for Calvin Cone for a period of one (1) year.

Recommended Action: Board to approve shade hangar space lease agreement.

Budgeted Expense: Shade hangar space leases for .05 per square foot. Mr. Cone leases 1,540 for his shade hangar for a monthly lease amount of \$77.80. This lease brings in an annual income of \$933.60 to the Airport.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Lessee has provided Airport staff copies of required insurance documentation.

Attachments: Shade Hangar Lease Agreement for Calvin Cone.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

Perry-Foley Airport Shade Hangar Lease Agreement

This **SHADE HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this ____ day of _____, 20__ by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and Calvin Cone ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases unto Lessee, the below described property:

1. Lease of the Hangar:

Lessor hereby leases to Lessee a shade hangar that has an area of 1556 square feet for the use of parking and tie down space located at Perry – Foley Airport, 517 Industrial Drive Perry, Florida 32348.

The Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Cessna / 172 / White / Green

Registration No. N3996Q (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. Term:

The term of this agreement shall be a one (1) year period, commencing on the 1st day of July, 2016, Payable on the 1st day of each month, during the term of this lease. This lease agreement maybe renewed for an additional one (1) year term, said terms to be negotiated.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor (\$0.05 per square foot) Square feet of Hangar 1556 x \$0.05 = \$77.80 x 7% tax = \$ 83.24 per month, payable in advance by the first day of each month. This rate shall be reviewed annually by the Airport Manager, Airport Advisory Committee, and the Taylor County Board of Commissioners. The rental rates shall be re-determined based on the change in the Consumer Price Index, as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to 401 Industrial Drive, Perry, Florida 32348.

4. **Hangar Relocation:**

In the event there is a need to relocate the Shade Hangar to a different location at the airport, a suitable location will be provided if possible and if the lease is not going to expire within sixty (60) days from the date of notification. A minimum of a thirty (30) day notification will be given. The subsequent relocation will be paid for by the Lessor. If the Lessor should decide not to relocate the Shade Hangar or discontinue leasing the Shade Hangar a minimum of a thirty (30) day notification will be provided to Lessee to enable Lessee to find an alternate location to store their aircraft. The Lessor will be responsible for ramp repairs if so needed at the new location.

5. **Manner of Giving Notice:**

Notice given pursuant to the provisions of the Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person whom the notice is to be given, or mailed postage prepaid addresses to such person. Lessor's address for this purpose is: 401 Industrial Drive Perry, FL 32348.

6. **Termination:**

This Lease may be terminated if the Lessee does not pay the monthly rent installment or by decision of the Taylor County Board of Commissioners. A written notice shall be given thirty (30) days before termination.

7. **Obligations of the Lessee:**

a. **Storage:**

The Shade Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.

b. **Building Maintenance and Repair:**

The Lessee shall maintain the Shade Hangar in a neat and orderly condition, and shall keep the Hangar clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar.

There shall be no installation of equipment or alterations of structure except as authorized by the Airport Manager and/or Airport Director. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.

c. **Use of Hangar:**

Shade Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items is not allowed. Lessee shall be permitted to perform in their leased Hangar, only the work is specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, or as otherwise provided by federal Aviation Regulations, subject to approval by the County's Fire Official.

d. **Commercial Activity:**

Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Shade Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of

the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.
2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with

any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

The Lessee shall maintain at all times, in the Shade Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Regulatory Review:

Copies of the above regulations can be viewed at the Airport Manager's office.

8. Sublease/Assignments:

Lessee agrees not to sublease the Shade Hangar area to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Shade Hangar shall constitute a sublease.

9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a Shade Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. Indemnity-Force Majeure:

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement. Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend general aviation operation, as necessary in support of emergency operations requiring airport participation.

11. Disclaimer of Liability:

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Shade Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

12. Default:

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.

2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. Lessor determines after a reevaluation the Lessee is not in compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

Governing Law:

This Agreement shall be construed in accordance with the laws of Florida.

13. Relationship of Parties:

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

14. Appurtenant Privileges:

a. **Use of Airport Facilities:**

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. **Maintenance of Airport Facilities:**

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. **Airspace and Approaches:**

Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased

premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

15. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

16. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

17. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

ATTN: MELODY COX

2. If to Lessee, address to:

Calvin Cone
4280 Johnson Striping Rd
Perry, FL 32347

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

18. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.

19. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

20. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

21. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

22. Venue:

Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: Taylor County Board of County Commissioners, Florida

By:

Title: Airport Director or Airport Manager

Lessee:

By:

Title:

By: _____
Attested by: Annie Mae Murphy- Clerk of Court

By: _____
County Administrator or
Chairman of the Board of Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE ARTHROPOD CONTROL BUDGET AMENDMENT NO. 3 DATED 8/31/16 FOR FY 2015-2016, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue: A DEADLINE FOR FILING NECESSITATED THE COUNTY ADMINISTRATOR TO SIGN PRIOR TO THE OCTOBER 3 BOARD MEETING.

Recommended Action: RATIFY THE SIGNATURE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: COUNTY ADMINISTRATOR, 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: BUDGET AMENDMENT NO. 3.



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027, F.A.C.
Telephone (850) 617-7995 Fax (850) 617-7969

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 3

Fiscal Year: 2015-2016

Date: 8/31/2016

Amending: Local Funds X State Funds (Check appropriate fund account to be amended. Use a separate form for each fund). The

Board of Commissioners for Taylor

District hereby submits to the Department of Agriculture and Consumer Services,

for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

| Total Available Cash and Receipts | Reserves | Present Budget | Increase Request | Decrease Request | Revised Budget |
|-----------------------------------|----------|----------------|------------------|------------------|----------------|
| \$ 37,964.00 | \$ - | \$ 37,964.00 | \$ 1,479.00 | \$ 1,479.00 | \$ 37,964.00 |

NAME SOURCE OF INCREASE: (Explain Decrease)

Transfer for equipment repair

| BUDGETED RECEIPTS | | | | | |
|-------------------------------------|---------------------------------------|----------------|------------------|------------------|----------------|
| ACCT NO | Description | Present Budget | Increase Request | Decrease Request | Revised Budget |
| 311 | Ad Valorem (Current/Delinquent) | \$ 37,964.00 | \$ - | \$ - | \$ 37,964.00 |
| 334.1 | State Grant | \$ - | \$ - | \$ - | \$ - |
| 362 | Equipment Rentals | \$ - | \$ - | \$ - | \$ - |
| 337 | Grants and Donations | \$ - | \$ - | \$ - | \$ - |
| 361 | Interest Earnings | \$ - | \$ - | \$ - | \$ - |
| 364 | Equipment and/or Other Sales | \$ - | \$ - | \$ - | \$ - |
| 369 | Misc./Refunds (prior yr expenditures) | \$ - | \$ - | \$ - | \$ - |
| 380 | Other Sources | \$ - | \$ - | \$ - | \$ - |
| 389 | Loans | \$ - | \$ - | \$ - | \$ - |
| TOTAL RECEIPTS | | \$ 37,964.00 | \$ - | \$ - | \$ 37,964.00 |
| Beginning Fund Balance | | \$ - | \$ - | \$ - | \$ - |
| Total Budgetary Receipts & Balances | | \$ 37,964.00 | \$ - | \$ - | \$ 37,964.00 |

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

| ACCT NO | Uniform Accounting System Transaction | Present Budget | Increase Request | Decrease Request | Revised Budget |
|---|---|----------------|------------------|------------------|----------------|
| 10 | Personal Services | \$ 16,387.00 | \$ - | \$ - | \$ 16,387.00 |
| 20 | Personal Service Benefits | \$ 6,158.00 | \$ - | \$ - | \$ 6,158.00 |
| 30 | Operating Expense | \$ 125.00 | \$ - | \$ - | \$ 125.00 |
| 40 | Travel & Per Diem | \$ - | \$ - | \$ - | \$ - |
| 41 | Communication Services | \$ 600.00 | \$ - | \$ - | \$ 600.00 |
| 42 | Freight Services | \$ - | \$ - | \$ - | \$ - |
| 43 | Utility Service | \$ 275.00 | \$ - | \$ - | \$ 275.00 |
| 44 | Rentals & Leases | \$ - | \$ - | \$ - | \$ - |
| 45 | Insurance | \$ 1,200.00 | \$ - | \$ - | \$ 1,200.00 |
| 46 | Repairs & Maintenance | \$ 2,100.00 | \$ 826.62 | \$ 200.00 | \$ 2,726.62 |
| 47 | Printing and Binding | \$ - | \$ - | \$ - | \$ - |
| 48 | Promotional Activities | \$ - | \$ - | \$ - | \$ - |
| 49 | Other Charges | \$ 100.00 | \$ - | \$ 100.00 | \$ - |
| 51 | Office Supplies | \$ 430.00 | \$ - | \$ 50.00 | \$ 380.00 |
| 52.1 | Gasoline/Oil/Lube | \$ 3,900.00 | \$ - | \$ 784.00 | \$ 3,116.00 |
| 52.2 | Chemicals | \$ 6,189.00 | \$ 652.38 | \$ - | \$ 6,841.38 |
| 52.3 | Protective Clothing | \$ 200.00 | \$ - | \$ 80.00 | \$ 120.00 |
| 52.4 | Misc. Supplies | \$ - | \$ - | \$ - | \$ - |
| 52.5 | Tools & Implements | \$ - | \$ - | \$ - | \$ - |
| 54 | Publications & Dues | \$ 300.00 | \$ - | \$ 265.00 | \$ 35.00 |
| 55 | Training | \$ - | \$ - | \$ - | \$ - |
| 60 | Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| 71 | Principal | \$ - | \$ - | \$ - | \$ - |
| 72 | Interest | \$ - | \$ - | \$ - | \$ - |
| 81 | Aids to Government Agencies | \$ - | \$ - | \$ - | \$ - |
| 83 | Other Grants and Aids | \$ - | \$ - | \$ - | \$ - |
| 89 | Contingency (Current Year) | \$ - | \$ - | \$ - | \$ - |
| 99 | Payment of Prior Year Accounts | \$ - | \$ - | \$ - | \$ - |
| TOTAL BUDGET AND CHARGES | | \$ 37,964.00 | \$ 1,479.00 | \$ 1,479.00 | \$ 37,964.00 |
| 0.001 | Reserves - Future Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| 0.002 | Reserves - Self-Insurance | \$ - | \$ - | \$ - | \$ - |
| 0.003 | Reserves - Cash Balance to be Carried Forward | \$ - | \$ - | \$ - | \$ - |
| 0.004 | Reserves - Sick and Annual Leave | \$ - | \$ - | \$ - | \$ - |
| TOTAL RESERVES | | \$ - | \$ - | \$ - | \$ - |
| TOTAL BUDGETARY EXPENDITURES and BALANCES | | \$ 37,964.00 | \$ 1,479.00 | \$ 1,479.00 | \$ 37,964.00 |
| ENDING FUND BALANCE | | \$ - | \$ (1,479.00) | \$ (1,479.00) | \$ - |

APPROVED: Chairman of the Board, or Clerk of Circuit Court

DATE: 9/28/16

APPROVED: Mosquito Control Program

DATE:



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

Section 388.361, F.S. and 5E-13.027, F.A.C.
Telephone (850) 617-7995 Fax (850) 617-7969

Submit to:
Mosquito Control Program
3125 Corner Blvd, Bldg 6

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 3 Fiscal Year: 2015-2016 Date: 8/31/2016
Amending: Local Funds X State Funds (Check appropriate fund account to be amended. Use a separate form for each fund). The
Board of Commissioners for Taylor District hereby submits to the Department of Agriculture and Consumer Services,
for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

| Total Available Cash and Receipts | Reserves | Present Budget | Increase Request | Decrease Request | Revised Budget |
|-----------------------------------|----------|----------------|------------------|------------------|----------------|
| \$ 37,964.00 | \$ - | \$ 37,964.00 | \$ 1,479.00 | \$ 1,479.00 | \$ 37,964.00 |

NAME SOURCE OF INCREASE: (Explain Decrease)

Transfer for equipment repair

BUDGETED RECEIPTS

| ACCT NO | Description | Present Budget | Increase Request | Decrease Request | Revised Budget |
|-------------------------------------|---------------------------------------|----------------|------------------|------------------|----------------|
| 311 | Ad Valorem (Current/Delinquent) | \$ 37,964.00 | \$ - | \$ - | \$ 37,964.00 |
| 334.1 | State Grant | \$ - | \$ - | \$ - | \$ - |
| 362 | Equipment Rentals | \$ - | \$ - | \$ - | \$ - |
| 337 | Grants and Donations | \$ - | \$ - | \$ - | \$ - |
| 361 | Interest Earnings | \$ - | \$ - | \$ - | \$ - |
| 364 | Equipment and/or Other Sales | \$ - | \$ - | \$ - | \$ - |
| 369 | Misc./Refunds (prior yr expenditures) | \$ - | \$ - | \$ - | \$ - |
| 380 | Other Sources | \$ - | \$ - | \$ - | \$ - |
| 389 | Loans | \$ - | \$ - | \$ - | \$ - |
| TOTAL RECEIPTS | | \$ 37,964.00 | \$ - | \$ - | \$ 37,964.00 |
| Beginning Fund Balance | | \$ - | \$ - | \$ - | \$ - |
| Total Budgetary Receipts & Balances | | \$ 37,964.00 | \$ - | \$ - | \$ 37,964.00 |

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

| ACCT NO | Uniform Accounting System Transaction | Present Budget | Increase Request | Decrease Request | Revised Budget |
|---|---|----------------|------------------|------------------|----------------|
| 10 | Personal Services | \$ 16,387.00 | \$ - | \$ - | \$ 16,387.00 |
| 20 | Personal Service Benefits | \$ 6,158.00 | \$ - | \$ - | \$ 6,158.00 |
| 30 | Operating Expense | \$ 125.00 | \$ - | \$ - | \$ 125.00 |
| 40 | Travel & Per Diem | \$ - | \$ - | \$ - | \$ - |
| 41 | Communication Services | \$ 600.00 | \$ - | \$ - | \$ 600.00 |
| 42 | Freight Services | \$ - | \$ - | \$ - | \$ - |
| 43 | Utility Service | \$ 275.00 | \$ - | \$ - | \$ 275.00 |
| 44 | Rentals & Leases | \$ - | \$ - | \$ - | \$ - |
| 45 | Insurance | \$ 1,200.00 | \$ - | \$ - | \$ 1,200.00 |
| 46 | Repairs & Maintenance | \$ 2,100.00 | \$ 826.62 | \$ 200.00 | \$ 2,726.62 |
| 47 | Printing and Binding | \$ - | \$ - | \$ - | \$ - |
| 48 | Promotional Activities | \$ - | \$ - | \$ - | \$ - |
| 49 | Other Charges | \$ 100.00 | \$ - | \$ 100.00 | \$ - |
| 51 | Office Supplies | \$ 430.00 | \$ - | \$ 50.00 | \$ 380.00 |
| 52.1 | Gasoline/Oil/Lube | \$ 3,900.00 | \$ - | \$ 784.00 | \$ 3,116.00 |
| 52.2 | Chemicals | \$ 6,189.00 | \$ 652.38 | \$ - | \$ 6,841.38 |
| 52.3 | Protective Clothing | \$ 200.00 | \$ - | \$ 80.00 | \$ 120.00 |
| 52.4 | Misc. Supplies | \$ - | \$ - | \$ - | \$ - |
| 52.5 | Tools & Implements | \$ - | \$ - | \$ - | \$ - |
| 54 | Publications & Dues | \$ 300.00 | \$ - | \$ 265.00 | \$ 35.00 |
| 55 | Training | \$ - | \$ - | \$ - | \$ - |
| 60 | Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| 71 | Principal | \$ - | \$ - | \$ - | \$ - |
| 72 | Interest | \$ - | \$ - | \$ - | \$ - |
| 81 | Aids to Government Agencies | \$ - | \$ - | \$ - | \$ - |
| 83 | Other Grants and Aids | \$ - | \$ - | \$ - | \$ - |
| 89 | Contingency (Current Year) | \$ - | \$ - | \$ - | \$ - |
| 99 | Payment of Prior Year Accounts | \$ - | \$ - | \$ - | \$ - |
| TOTAL BUDGET AND CHARGES | | \$ 37,964.00 | \$ 1,479.00 | \$ 1,479.00 | \$ 37,964.00 |
| 0.001 | Reserves - Future Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| 0.002 | Reserves - Self-Insurance | \$ - | \$ - | \$ - | \$ - |
| 0.003 | Reserves - Cash Balance to be Carried Forward | \$ - | \$ - | \$ - | \$ - |
| 0.004 | Reserves - Sick and Annual Leave | \$ - | \$ - | \$ - | \$ - |
| TOTAL RESERVES | | \$ - | \$ - | \$ - | \$ - |
| TOTAL BUDGETARY EXPENDITURES and BALANCES | | \$ 37,964.00 | \$ 1,479.00 | \$ 1,479.00 | \$ 37,964.00 |
| ENDING FUND BALANCE | | \$ - | \$ (1,479.00) | \$ (1,479.00) | \$ - |

APPROVED: Chairman of the Board, or Clerk of Circuit Court

DATE 9/28/16

APPROVED: _____

DATE _____

Margaret Dunn

From: Dana Southerland <taylorelections@gtcom.net>
Sent: Monday, September 26, 2016 12:34 PM
To: Margaret Dunn
Subject: Hold Harmless Agreement - Precinct 6 - Shady Grove
Attachments: LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE - Precinct 6 - Shady Grove.docx

Margaret,

I am in the process of moving the polling location in Shady Grove from what once was the community center to Shady Grove Missionary Baptist Church and I have attached a Hold Harmless Agreement that I need to get the board to sign before sending it to the church. Is it possible to get it on the next agenda for am I too late?

Dana Southerland

Dana Southerland, CERA, MFCEP
Supervisor of Elections
Taylor County, Florida
State Certified Supervisor of Elections
P O Box 1060
Perry, Florida 32348
Phone: 850.838.3515
Fax: 850.838.3516
Email: taylorelections@gtcom.net
Web: www.taylorelections.com

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO TASK THE COUNTY ATTORNEY TO DISCUSS A PROPOSED LEASE FOR A BUILDING WITH THE STATE ATTORNEY FOR OFFICE SPACE.



MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue:

THE BOARD HAS AGREED PRELIMINARILY TO LEASE A BUILDING FOR OFFICE SPACE FOR THE STATE ATTORNEY. THE BOARD WISHES FOR THE COUNTY ATTORNEY TO REVIEW ANY PROPOSED LEASE AND TO DISCUSS THE DETAILS WITH THE STATE ATTORNEY BEFORE A FINAL CONTRACT COMES BEFORE THE BOARD FOR EXECUTION.

Recommended Action:

TASK THE COUNTY ATTORNEY TO CONTACT THE STATE ATTORNEY.

Fiscal Impact:

NOT YET DETERMINED

Budgeted Expense:

YES

Submitted By:

COUNTY ADMINISTRATOR 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

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

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

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

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

Shady Grove Missionary Baptist Church Fellowship Hall

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

GENERAL ELECTION – NOVEMBER 8, 2016

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

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

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

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

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

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

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____

County Attorney

R E S O L U T I O N

(11)

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the MSTU FUND for the fiscal period ending September 30, 2017, to be in excess of the advertised budget.

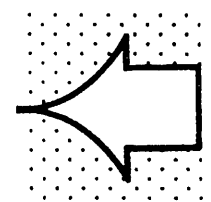
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the MSTU FUND budget for the fiscal year ending September 30, 2017.

| <u>Amount</u> | <u>Account</u> | <u>Account Name</u> |
|---------------|----------------|---------------------------------|
| Revenue: | | |
| \$1,000 | 107-3669031 | Shelter Animals Incentive Grant |
| Expenditures: | | |
| \$1,000 | 0207-55201 | General Operating Supplies |

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 3rd day of October, 2016 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2017 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

\$1,000 Grant Received from the Duffield Family Foundation (Maddie's Fund) for the County Animal Shelter



MADDIE'S FUND

6150 STONERIDGE MALL RD., STE. 125
PLEASANTON, CA 94588-3183
(925) 310-5450

WESTAMERICA BANK
1676 N. CALIFORNIA BLVD., STE. P-120
WALNUT CREEK, CA 94596
90-4021/1211

5623

09/21/2016

COPY

PAY TO THE ORDER OF Taylor County Board of County Commissioners

\$ **1,000.00

One thousand and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

Taylor County Animal Control
P.O. Box 620
Perry, FL 32348

Randy Zifeng

COPY

MEMO

Shelter Animals Count Incentive Grant

⑈005623⑈ ⑆121140218⑆ 0704025998⑈

MADDIE'S FUND

5623

09/21/2016

Taylor County Board of County Commissioners

Board apprvd 3/8/2016 - Shelter Animals Count Incen

1,000.00

COPY

0950 Maddie's Fund Payroll Acct

Shelter Animals Count Incentive Grant

1,000.00



Maddie's
Fund

September 22, 2016

Tammy Taylor
Finance Director
Taylor County Board of County Commissioners
P.O. Box 620
Perry, FL 32348

Dear Tammy Taylor,

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to award Taylor County Board of County Commissioners a grant in the amount of \$1,000 to support your operations. This grant is being awarded because Taylor County Board of County Commissioners registered to participate in Shelter Animals Count between March 25, 2016 and April 30, 2016, and completed all the necessary requirements for funding. This grant opportunity was approved by the Maddie's Fund Board of Directors on March 8, 2016.

* We will be sending you a follow-up survey via email in 3 to 6 months to learn how you used the funds and about your experience with Shelter Animals Count. This will need to be completed within 45 days of receipt of the survey. *

In appreciation of this grant, please use the hashtag #ThanksToMaddie in any posts on social media about this grant or activities funded by this grant.

From all of us at Maddie's Fund, we wish Taylor County Board of County Commissioners the best of success in your humane work.

Sincerely,

Mary Ippoliti-Smith
Executive Leadership Team



Maddie's
Fund

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588
925.310.5450 | info@maddiesfund.org | www.maddiesfund.org

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE A HOLD HARMLESS AGREEMENT WITH SHADY GROVE MISSIONARY BAPTIST CHURCH FOR A POLLING PLACE, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue: The Supervisor of Elections is moving a polling place for precinct six and needs this hold harmless to be signed by the Board and by the property owner. The polling place had previously been at what was once the Shady Grove Community Center building.

Recommended Action: Approve/sign the hold harmless

Fiscal Impact: None

Budgeted Expense: N/A

Submitted By: Dana Southerland, Supervisor of Elections 838-3515.

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Transportation Disadvantaged Service Plan (TDSP) for 2016-2021.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Board to review and approve the TDSP 2016-2021 for the local transportation disadvantaged programs.

Recommended Action: Approve TDSP

Budgeted Expense: The TDSP is a requirement to receive funding for the local transportation programs from the Florida Commission for the Transportation Disadvantaged program and FDOT programs which assist in funding transportation ridership programs.

Submitted By: Melody Cox

Contact: Melody Cox

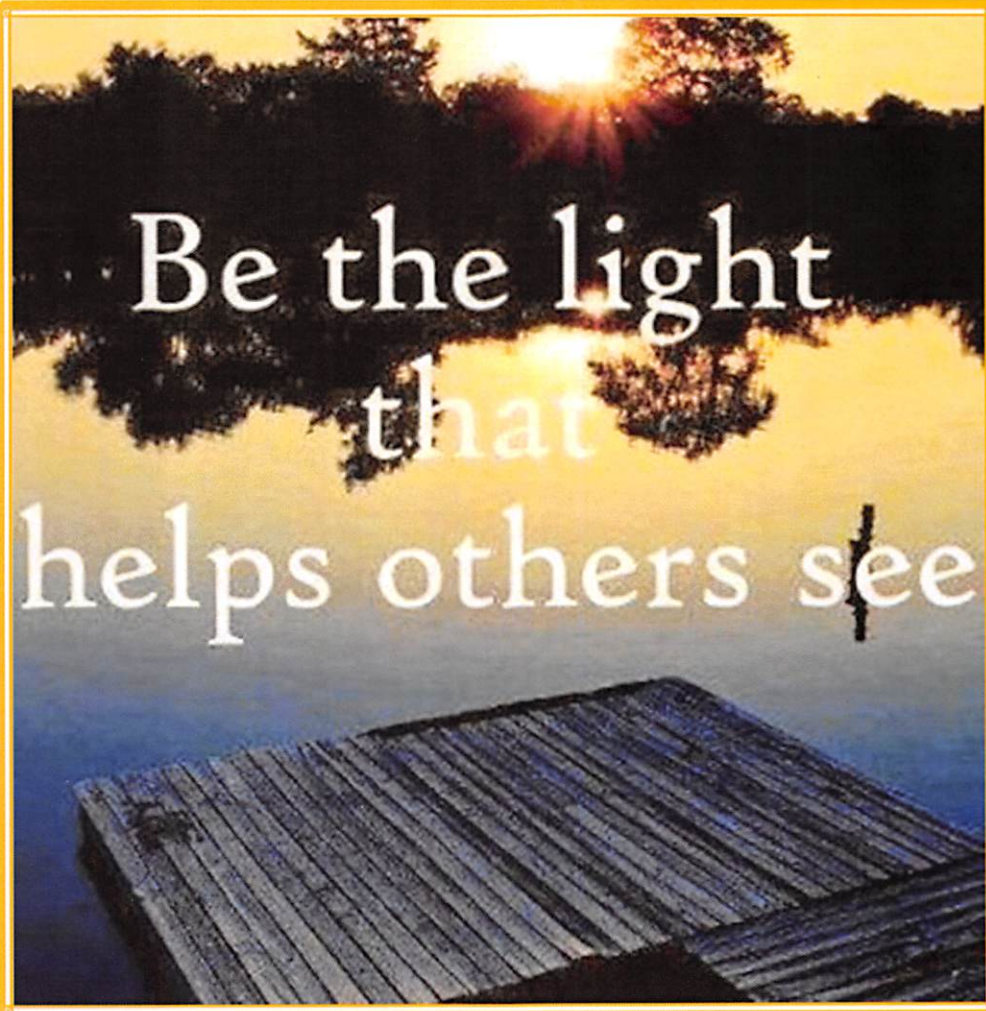
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per the terms of the Memorandum of Agreement (MOA) and the Planning Grant Agreement between the Florida Commission for the Transportation Disadvantaged, Big Bend Transit, and the County the TDSP is a requirement. With the execution of the new MOA which is in effect from July 1, 2016 to June 30, 2021, the County was required to prepare a new TDSP. The TDSP will be updated annually if there are any changes in the local transportation disadvantaged program.

Attachments: Transportation Disadvantaged Service Plan 2016-2021

**TAYLOR COUNTY
TRANSPORTATION DISADVANTAGED
SERVICE PLAN 2016-2021**

Taylor County Board of Commissioners



Completed and Approved by the:
Taylor County Board of County Commissioners-The Official Planning Agency
Taylor County Transportation Disadvantaged Local Coordinating Board
Big Bend Transit, Incorporated-The Community Transportation Coordinator

TRANSPORTATION DISADVANTAGE SERVICE
PLAN TAYLOR COUNTY BOARD OF
COMMISSIONERS
2016-2021 UPDATE

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 - b. Commission of the Transportation Disadvantaged 5 Year/20 Year Plan
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- C. Service Analysis
 - 1. Forecast of Transportation Disadvantaged Population
 - 2. Needs Assessment
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- D. Goals and Objectives
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 - 2. Accessing Services
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- 9. Natural Disaster/Emergency Preparedness
- 10. Marketing
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- B. Evaluation Process Utilized at the Local Level to Ensure Quality
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Appendices

| | |
|------------|---|
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| Appendix B | Service Standards |
| Appendix C | Grievance Procedures |
| Appendix D | Service Plan Attachments D – 1: Vehicle Inventory D – 2: CTC Annual Safety and Security Certification |
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| Appendix H | CTC Evaluation |
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| Appendix J | CTC Selection Process Documentation |
| Appendix K | Miscellaneous |

SECTION I – DEVELOPMENT PLAN

A. INTRODUCTION TO THE SERVICE AREA

1. Background of the Transportation Disadvantaged Program

Mission Statement:

Mission Statement
Florida Commission for the Transportation Disadvantaged

“To ensure the coordination of transportation services that enhance access to employment, health care, education and other life-sustaining activities for older adults, persons with disabilities, people with low income and at risk children who are dependent upon others for transportation.”

Transportation is often the vital link between not only the quality of life, but jobs, access to medical care, and other life sustaining needs for some of the most vulnerable citizens. The Florida Coordinated Transportation System (FCTS) was created in 1979 with the enactment of Chapter 427, F.S. Chapter defines transportation disadvantaged as:

“...those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or children who are handicapped or high-risk or at-risk as defined in Section 411.202, Florida Statutes.”

The statewide Transportation Disadvantaged Program (TD) was developed to improve coordination among transportation disadvantaged services sponsored by social and human service agencies. The program’s purpose was to address concerns about duplication and fragmentation of transportation services. The initial Chapter 427 legislation created the Coordinating Council for the Transportation Disadvantaged within the Florida Department of Transportation (FDOT) for the purpose of coordinating TD transportation services throughout the state. Chapter 427 was revised in 1989 to replace the Coordinating



Council with the Commission for the Transportation Disadvantaged (CTD) which was established as an independent commission authorized to hire its own staff and allocate funding for specialized transportation services available through the new Transportation Disadvantaged Trust Fund (TDTF). The 1989 legislation revisions also established Community Transportation Coordinators (CTCs) and Local Coordinating Boards (LCBs) to administer and monitor the TD program at the local level. The Transportation Planning Organization (TPO) or designated official planning agency (DOPA) performs long-range planning and assists the CTD and LCB in implementing the TD program within the designated service area.

2. Designation and History

Since August 1994, the Taylor County Board of County Commissioners (TBOCC) has been designated the Official Planning Agency for Taylor County. The County has received funding from the Transportation Disadvantaged Trust Fund since 1993.

Big Bend Transit, Inc. (BBT) is a private, non-profit corporation, and the Community Transportation Coordinator (CTC) for Taylor County. BBT was incorporated in March 1978 for the primary purpose of coordinating, consolidating, planning for and/or providing efficient and effective paratransit services for the elderly, handicapped, and other transportation disadvantaged persons and to further the public knowledge of paratransit needs, and transportation patterns and opportunities. BBT was selected to serve as the CTC through the competitive procurement process and a Memorandum of Agreement (MOA) with the TD Commission was executed July 1, 2016 and the MOA will expire June 30, 2021.

Big Bend Transit Inc. provides reservation (scheduled at least 24 hours in advance) transportation service, contracted transportation services, an “in town” shuttle program and four transportation programs. Two of the programs are for Veterans and one is for the Special Needs Adults Program (SNAP) and the fourth program is for Special Olympics participants. The shuttle provides transportation to employment centers, social services, health, medical, shopping, and recreational facilities. Inter-county transportation service is provided from and between each of the counties in the service area, with predominate inter-county movement being between rural counties contiguous to Leon County, which provides a high concentration of employment opportunities.

All BBT transportation services are scheduled and dispatched by BBT personnel located in the three operations centers. The services are utilized seven days a week, generally between the hours of 6:00 a.m. and until 6:00 p.m. excluding major holidays. The service provided by BBT consolidates a significant portion of the existing human services transportation in the counties of operation and provides an alternative mode of, and in some instances, an opportunity for transportation to the general public of this rural area.

Big Bend Transit Inc. services include but are not limited to: intra-county and inter-county reservation, demand, response and contracted service available to the general public and Transportation Disadvantaged sponsored and non-sponsored in Gadsden, Jefferson, Leon, Madison, and Taylor Counties. BBT contracts with other local providers of specialized transportation services in order to expand the resources available to accomplish the transportation services requirements of the Transportation Disadvantaged.

In addition to the general public, users of the coordinated transportation system for Taylor County include:

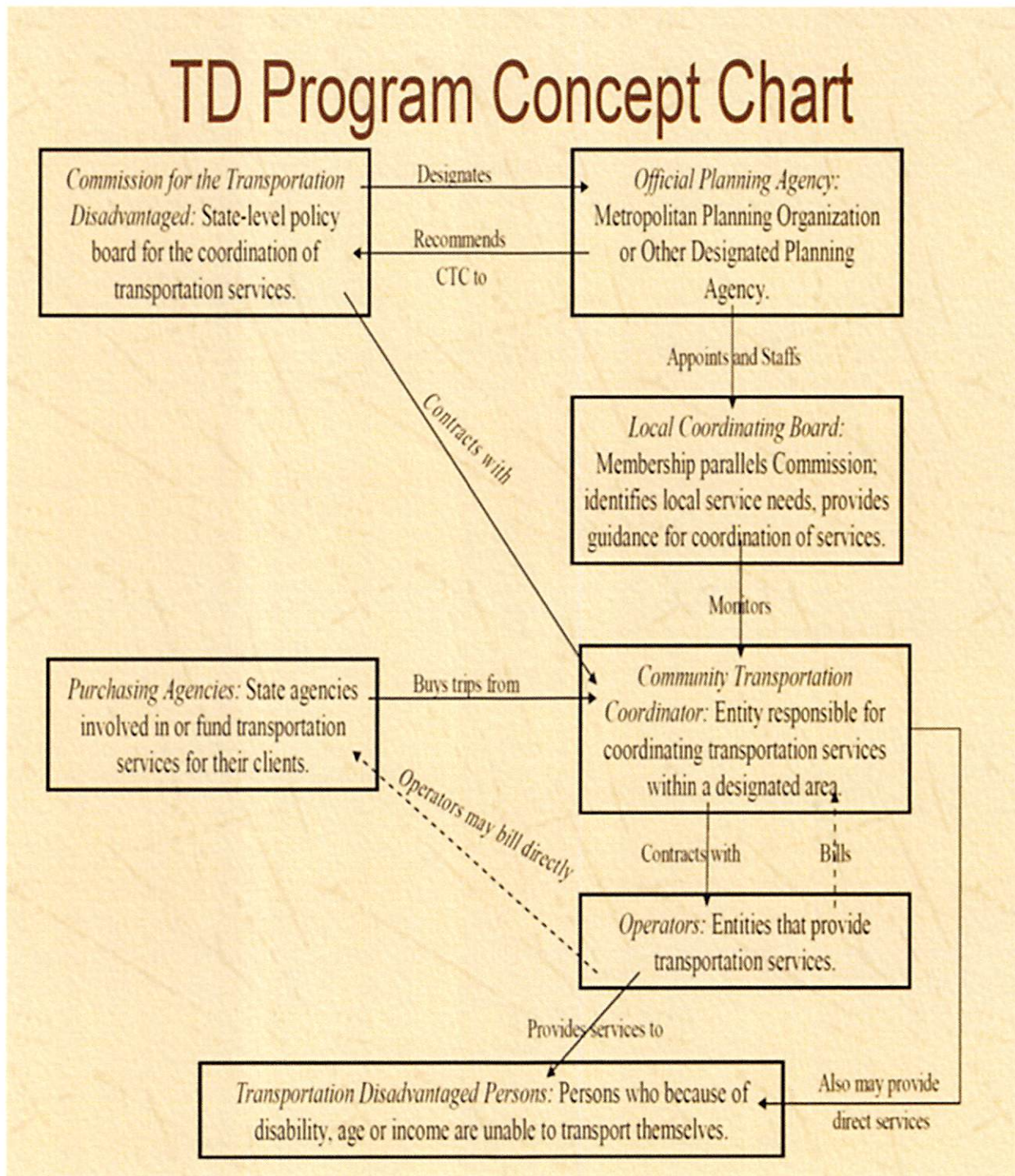
- Department of Children & Families Developmental Services
- Taylor County Head Start
- Taylor County Health Department
- DOE, Division of Blind Services
- DCF, Disability Determination
- DLES, Wages
- Special Olympics, Taylor County Board of Commissioners
- Taylor County “In Town” Shuttle
- Special Needs Adult Program (SNAP), Taylor County Board of Commissioners
- Community Care of Disabled Adults

- Veteran's Services Program, Taylor County Board of Commissioners
- AHCA, Medicaid
- Various hospitals, clinics and physicians
- Various insurance companies

The active fleet of the coordinated system for the delivery of specialized transportation services consists of 10, 12, and 14-passenger vans, modified vans equipped with wheelchair lifts and securements, modified vans equipped with stretcher transport capability, and school type buses.



3. Organizational Chart



4. Consistency Review of Other Plans

This Transportation Disadvantaged Service Plan is consistent, to the maximum extent feasible, with the following approved documents:

- a. Local Government Comprehensive Plan. Pursuant to Chapter 163, FS, each local government in Florida must prepare and adopt a comprehensive plan which inventories existing land uses, infrastructures, housing conditions, transportation systems, and establish goals, objectives and policies designed to manage growth. Local comprehensive plans must contain at least one or more specific objectives that would “coordinate with the plans of any appropriate resource and management plan prepared pursuant to Chapter 380, FS and approved by the Governor and Cabinet, and the Florida Department of Transportation’s 5-year Transportation Plan”.
- b. Commission for the Transportation Disadvantaged 5 Year / 20 Year Plan. The statewide five-year plan, mandated by the Chapter 427, FS, projects the demand for Transportation Disadvantaged services over the next five years and compares the cost of meeting that demand with the projected availability of funds. The plan also develops goals, objectives, and implementation strategies for meeting the needs of the Transportation Disadvantaged.
- c. Taylor County Local Coordinating Board By Laws. The By Laws are updated annually and approved by the Taylor County Board of Commissioners and the Local Coordinating Board. The By Laws meet the Board of Commissioners policies and guidelines as well as all requirements of the Florida Commission of the Transportation Disadvantaged. The By Laws are attached in Appendix I.



5. Public Participation

Pursuant of Chapter 427.0157, Florida Statutes, LCB Membership consists of stakeholders representing appropriate governmental agencies, human services providers, users/riders, and program advocates, (*See Appendix A for current LCB Roster*). In addition, the LCB invites other stakeholders of interest, to participate and provide additional information or guidance. These stakeholders do not have voting privileges. All LCB meetings are publically advertised. Taylor County LCB holds two (2) public hearings annually to receive public input in reference to the local Transportation Disadvantaged Program and transportation needs in the community.

The Taylor County Planning Agency annually submits the roster/membership certification of the Transportation Disadvantaged Coordinating Board to the Commission. The membership varies annually due to term expirations, resignations, and member's unavailability to attend meetings on a regular basis. The Taylor County Board of Commissioners reviews and approves the appointment of Local Coordinating Board Members.

B. COUNTY PROFILE/DEMOGRAPHICS

Service Area Description

Taylor County has a total population of 22,493 and is one of the largest counties in the state as far as land mass with a total of 1,042 square miles. The County is designated as one of "critical economic concern" and as a "Rural Area of Opportunity." Taylor County is located directly on the Gulf of Mexico and has one of the longest continuous coastlines in Florida at 53.2 miles. The County coastline is largely undeveloped consisting of timberlands or state owned wildlife management areas. The coastal waters adjacent to the county are part of the Big Bend National Seagrass Aquatic Preserve. The counties that border Taylor are Dixie, Lafayette, Madison, and Jefferson and are also rural counties and designated as those of "critical economic concern."

The City of Perry is the county seat and the only incorporated city in the county. Perry has a population of 7,055 with the unincorporated area having a population of 15,438. Sixty-nine percent (69%) of the County's population lives in rural unincorporated areas which is an increase over the previous Census figures. Per Florida Charts and the current Census figures, there are approximately 21.6 persons per square mile.

The 65 and over age group comprises 18.6% of the County population which is an increase over the previous Census figures. The 45 to 64 year old group is the largest age group within the county. Previously the largest group had been 25-44. The community of Steinhatchee is located at the far south end of the County and the median age is 66.5 years. With this, statistics reflect Taylor County has an increasingly aging population. It is important to note according to the latest Census, of the civilian non-institutionalized population in the County, 22.5% have disabilities with 53% of the population over 65 having disabilities and/or a self-care limitation.

The increased aging and disabled population as well as the population density will play a key role in future transportation planning and determining mobility and transit needs. The elderly and disabled typically are less likely to have access or limited access to a vehicle and are more dependent on public transit systems. Steinhatchee is 40 miles from the City of Perry and the residents must travel outside the small coastal community to access medical, retail, employment, education, and commercial facilities. It will be important for future public transit planning to accommodate the needs of Steinhatchee and the outlying coastal areas.

Land Use

Taylor County is a rural community with a largely undeveloped land mass of 1,042 square miles. 85% of the county is currently timberlands and is in private business or state ownership. The state lands are designated as wildlife management areas. The County is located in the Big Bend region of Florida and is also known as the Nature Coast. The majority of the County's coastline and associated estuaries are protected and included in the Big Bend National Seagrass Aquatic Preserve.

In May 2008, Taylor County Vision 2060 was adopted by the Board of Commissioners which will be instrumental in future land use decisions concerning protecting, sustaining, and enhancing the quality of life in Taylor County. Vision 2060 was also approved by Florida Department of Economic Opportunity (FDEO) formerly known as the Department of Community Affairs (DCA). The Taylor County Vision 2060 received an Award of Excellence from the American Planning Association Florida Chapter. Adopted by ordinance Vision 2060 along with the County Comprehensive Plan will provide the County long range planning guidelines from all aspects from the development of employment hubs, to coastal residential development, to the protection of the sensitive coastal habitat and wildlife.

Transportation

According to Department of Highway Safety and Motor Vehicles as of June 6, 2016, Taylor County has 13,951 tagged automobiles and pickup trucks. Fuel costs have fluctuated up and down over the last year. The fluctuating costs have a significant impact on the transportation methods of our citizens, particularly our senior citizens and those with fixed incomes.

There are 15,059 licensed drivers in the County per the Department of Highway Safety and Motor Vehicles, with 50.5% of the drivers being female and 49.5% male. 3,624 (24.7%) of the licensed drivers are 65 and over, with 76 of those being over the age of 90.

The latest Census estimated 7,919 workers over the age of 16 commute to work. 81.7% drove alone and 13.4% used carpools. 1% used public transportation and 1% walked. The remaining 2.9% worked at home. The mean travel time to work in the County is 20.9 minutes per the previous Census.

Major Trip Generators/Attractors

Key commercial and public facility stops of the Taylor County Public Transit users are:

- Walmart
- Winn Dixie
- Doctors' Memorial Hospital
- Taylor County Health Department
- Taylor County Court House
- Senior Center on Ash Street
- Family Dollar
- Perry Post Office
- Taylor Technical Institute
- Dollar General/Save A Lot
- Taylor County Public Library
- Tidewater Apartment Complex

Economic Information

Taylor County is designated as one of “critical economic concern” by the State of Florida. The unemployment rate in Taylor County is currently 6.5% (June 2016) with the state average being 5.5%. The median household income in the County is \$36,907 with the state average being \$47,212. With that, the County’s median household income is \$10,300 below the state average. The per capita income is \$16,748; which is well below the state average of \$26,499. It is also important to note the Taylor County mean retirement income is \$18,460, again well below the state average of \$24,602. 17.4% of the citizens are 100% below poverty level. 18.7% of all children in the County live below poverty level with 36.6% of the children living in a single parent household living below poverty level. Low income households often have limited access to transportation and often have no choice other than public transit. The Board of Commissioners currently fund the local “in town” shuttle service program with Big Bend Transit, Inc. being the service provider. The shuttle makes 22 stops on an hourly schedule 5 days a week at a cost of fifty cents (.50) per person. This has been a tremendous benefit to the community with a shuttle ridership of 19,356 in 2015. For the past few years, the Board of Commissioners funded the shuttle 100% with no cost for riders during the month of December and anticipates continuing this.

*The economic statistics and information was obtained from the latest U.S. Census Bureau figures, www.floridacharts.com, www.fedstates.gov, and www.bestplaces.net/economy/county/florida/taylor.

Labor

Key Employers for Taylor County

Georgia Pacific Cellulose (Pulp Mill)

One Buckeye Way, Perry, FL 32348 850-584-1121

Employees: **595**

Taylor County School Board (School)

318 North Clark Street, Perry, FL 32347 850-838-2500

Employees: **554**

Taylor County Correctional Institute (Correctional Facility)

8501 Hampton Springs Road, Perry, FL 32348 850-838-4000

Employees: **562**

Doctor's Memorial Hospital, Inc. (Hospital)

333 N. Byron Butler Parkway, Perry, FL 32347 850-584-0800

Employees: **309**

Walmart Super Center (Retail Store)

1900 Jefferson Street, Perry, FL 32348 850-223-4179

Employees: **243**

Chemring, Inc. (Pyrotechnics)

10625 Puckett Road, Perry, FL 32348 850-584-2634

Employees: **300**

Thule, Inc. (Aluminum Truck Accessories)

606 Industrial Park Drive, Perry, FL 32348 850-584-3448

Employees: **184**

Fru-Con Construction Corporation (Engineering & Construction)

3949 Contractor's Road, Perry, FL 32348

Employees: **166**

Gilman Building Products (Wood Products)

PO Box 1886, Perry, FL 32348 850-584-3401

Employees: **130**

RDS Manufacturing, Inc. (Aluminum Products)

PO Box 1908, Perry, FL 32348 850-584-6898

Employees: **81**

Taylor County Board of County Commissioners (County Offices)

108 N. Jefferson Street, Perry, FL 32347 850-838-3500

Employees: **107**

Lance Manufacturing (Snack Food Manufacturer)

700 Toms Drive, Perry, FL 32347 850-584-7475

Employees: **80**



Housing

According to the most recent U.S. Census figures the total number of occupied housing units in Taylor County was 7,920 and the average household size was 2.44. Of the occupied housing units, 6,059 are owner occupied. 32.4% of the households had individuals 65 years and over. The rental vacancy rate is 16.8%. 9.4% of Taylor County residents reside in mobile homes. There have been minimal changes in the local housing market as only 0.2% of the housing units in the County have been constructed after 2010. As reflected in the Service Area Description and Economic Information, a large number of households have residents who are 65 and over. This stresses the importance of the need for transit/transportation planning to ensure adequate transportation options are available for an increased aging population.

Health

Taylor County ranks #61 out of 67 counties in Florida for poor physical and mental health and low birth weight. Cardiovascular disease is the number one cause of death in the County with 28.9% of all deaths being heart/cardiac related. Per the CDC, Taylor County has the highest (twice the state average) Heart Failure Death Rate in the state for adults age 35 and over. The County has one of the highest death rates in Florida for strokes and diabetes. Strokes are 1.5 times over the state average and diabetes is 3 times the state average. 30% of County residents smoke and 35% are considered obese, both well over the state average.

The County has one hospital, Doctors' Memorial Hospital, Inc. (DMH). There are eleven medical offices and clinics. There are 18 licensed medical doctors: 3 pediatricians, 2 urologists, 2 surgeons, 2 osteopathic doctors, 1 orthopedic doctor, 5 doctors of internal medicine, and 3 family practices. There are 4 dentists, 4 chiropractors, 1 optometrist, 3 occupational therapists, 6 physical therapists, and 263 practicing registered, practical and advanced nurses. There are no licensed psychologists in Taylor County. There is one licensed extended/skilled care facility in Taylor County which also offers physical, speech, and occupational therapy. It is important to note DMH offers no cardiac critical or trauma care and all of these patients must be transported out of county to Tallahassee or Gainesville. Any type of cancer treatment/care is also out of county.

Taylor County Health Department is located in the City of Perry and offers numerous health care programs to low income and those who do not receive health care due to lack of financial means. The County Health Department offers the following programs: primary care services, immunization programs, Chronic Disease Programs, HIV testing and counseling, AIDs drug and assistance program, Sexually Transmitted Disease Program, Tobacco Cessation, Family Planning Services, Healthy Start Program, and Mom Care Program.

Health issues and access to health care facilities is obviously critical to the welfare of the citizens of Taylor County. Ensuring transportation is available for the disadvantaged and elderly to access medical care and services is essential for the planning of transit services and programs in Taylor County.

The statistics and information for this section were obtained from www.countyhealthrankings.org, www.cdc.gov, www.floridacharts.com, www.bebr.ufl.edu/data/county/Taylor, www.doh.state.fl.us, and www.quickfacts.census.gov.

D. GOALS AND OBJECTIVES

Taylor County Transportation Disadvantaged Program Goals and Objectives

Statement of Mission, Goals, and Objectives

The purpose of this chapter is to provide specific direction for this plan by providing a statement of mission, goals, and objectives. The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged has adopted the following mission statement, goals, and objectives.

Local Coordinating Board Mission Statement

“To insure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons in Taylor County.”

Goal 1: Eliminate physical barriers to the use of transportation services by elderly and the disabled and comply with the requirements of the Americans with Disabilities Act (ADA).

Objective 1.1: CTC will ensure service is provided to all persons including the elderly and those with disabilities. The CTC will also ensure the level of service provided to the elderly and to those with disabilities is equivalent to those without disabilities including but not limited to service hours, trips rates, and equipment availability.

Strategy 1.1.1: Ensure CTC and the assisting staff understands the American with Disabilities Act (ADA). Documentation of the CTC meeting ADA standards will be included in the CTC annual evaluation.

Strategy 1.1.2: CTC will train assisting staff members regarding the utilization of special equipment for the disabled as well as recognizing the abilities of persons with disabilities.

Strategy 1.1.3: CTC will ensure that alternative methods will be used for accessing transportation disadvantaged services for the elderly and individuals with disabilities (i.e. Telephone Device for Deaf (TDD), radio advertising, close captioned public service announcements, etc.)

Strategy 1.1.4: County Planning staff and/or the LCB to address any lack of service or problem with transportation or services provided to the elderly and those with disabilities quarterly or sooner if so needed.

Strategy 1.1.5: Ensure vehicles are properly equipped with features which will assist the elderly such as but not limited to, hand railing, easy to use seat belts, and easily accessible package/bag storage areas.

Strategy 1.1.6: Ensure shuttle and van drivers are properly trained to provide assistance to elderly riders if so needed.

Goal 2: Monitor the quality of service provided by the CTC and designated transportation provider ensuring transportation needs are met for all citizens.

Objective 2.1: Monitor the quality of service and maintain minimum standards.

Strategy 2.1.1: CTC will provide ridership reports and information on any complaints or grievances filed on a quarterly basis to the LCB. This will be an agenda item at each LCB meeting.

Strategy 2.1.2: On a quarterly basis the CTC will review transportation routes, pick-up locations, and other pertinent information. Make recommendation to LCB as so needed.

Strategy 2.1.3: Planning Manager and members of LCB to ride “in town” shuttle quarterly to ensure quality of service and rider needs are being met.

Objective 2.2: Maximize customer comfort and safety.

Strategy 2.2.1: Regularly inspect vendor vehicles, monitor drivers, and adhere to the drug and alcohol program, and all safety programs.

Strategy 2.2.2: Monitor safety related complaints and seek ways to minimize.

Strategy 2.2.3: Maintain and review accident records to determine future actions deemed necessary to improve the overall safety record.

Strategy 2.2.4: Ensure CTC maintains the quality of the vehicles by replacing older vehicles with high mileage or vehicles known to have recurring mechanical problems.

Strategy 2.2.5: Respond to all complaints, concerns, and suggestions concerning transportation for the disadvantaged.

Strategy 2.2.6: Ensure that services are provided in a safe and secure manner in accordance with the CTD and FDOT standards and recommendations as well as local standards.

Objective 2.3: Increase avenues for customers to access information on the coordinated transportation system. Ensure riders are educated on policies and rules to be followed and adhered to when using and accessing the coordinated transportation system.

Strategy 2.3.1: Provide information and training to all organizations that serve the transportation disadvantaged and disabled.

Strategy 2.3.2: Pursue marketing opportunities through community associations and clubs, and the local media.

Strategy 2.3.3: Ensure that all websites and other electronic media in reference to the program are compliant with Section 508 of the Rehabilitation Act, as amended in 1998.

Strategy 2.3.4: Inform riders of program changes: if at all possible, riders should be informed of program changes prior to the change.

Goal 3: Assure quality, cost-effective transportation disadvantaged services

Objective 3.1: Assess the needs of the local population using ridership reports and information on demographics.

Strategy 3.1.1: Collect transportation disadvantaged needs data and projections

Strategy 3.1.2: Identify major trip generators and attractors in the County being accessed or potentially accessed.

Strategy 3.1.3: Develop a profile on the transportation disadvantaged population in Taylor County.

Strategy 3.1.4: Working closely with the CTC, adjust “in town” shuttle pick-up locations as needed to ensure cost-effective and efficient services.

Strategy 3.1.5: Continue to monitor the costs per trip and work to operate as efficiently as possible.

Strategy 3.1.6: Annually review trip rates to ensure the program is being operated as efficiently and effectively as possible.

Strategy 3.1.7: Assist and advise CTC in providing transportation programs that are consumer-oriented and maximize the use of vehicles to eliminate duplication of service without inconveniencing the rider. The LCB to review as so needed.

Strategy 3.1.8: Expand local transportation programs to include a weekly shuttle service from the coastal community of Steinhatchee to Perry. Also, possibly from the small rural community of Shady Grove located on the north end of the County to Perry.

Goal 4: Ensure program accountability with State and Federal requirements for transportation disadvantaged planning.

Objective 4.1: Continue to coordinate transportation services with the CTC and the County.

Strategy 4.1.1: Prepare and submit an Annual Operations Report (AOR) to the CTC on all TD operations coordinated by the CTC (Big Bend Transit).

Strategy 4.1.2: Prepare and submit an Annual Expenditure Report (AER).

Strategy 4.1.3: Monitor Coordination Agreements with contractors if so applicable.

Strategy 4.1.4: Continue to provide quarterly reports and updates to the LCB.

Strategy 4.1.5: Review and update Transportation Disadvantaged Service Plan (TDSP) annually. Update and amend TDSP as so needed to comply with all requirements, goals, and standards of the TD Commission and the Taylor County Board of Commissioners.

Strategy 4.1.6: Update Grievance Procedures annually and include in the TDSP update.

Strategy 4.1.7: Update LCB By-Laws annually and include in the TDSP update.

Goal 5: Secure additional funding to meet the transportation disadvantaged needs and goals in Taylor County.

Objective 5.1: Investigate and pursue all available funding opportunities at the federal, state, and local levels for programs or projects that serve the transportation disadvantaged.

Strategy 5.1.1: Identify and pursue opportunities for private sector participation and public/private partnerships for funding assistance opportunities for the local transportation program.

Strategy 5.1.2: Apply for FDOT Service Development funds, 5310 and 5311 Grants, Shirley Conroy Rural Area Assistance Program funds, or similar funds for the implementation of new and expanded projects and programs for the community.

Strategy 5.1.3: Apply for funds for the implementation of projects that support transportation to employment and/or employment-related activities, and schools, colleges, and educational facilities.

Strategy 5.1.4: Work with the CTD, the Florida Legislature, FDOT, and FTA to receive sufficient funding to meet the service demands of the Transportation Disadvantaged community.

Strategy 5.1.5: Review and evaluate fares on a regular basis to ensure customers contribute to maintaining the system within reasonable means.

Objective 5.2: Work closely with the Board of Commissioners and the public to secure dedicated funding for various local programs which are funded with TD funds and a local match.

Strategy 5.2.1: Educate the Board of Commissioners, local decision makers, and general public on the importance of public transportation and the need for local financial support.

Strategy 5.2.2: Prepare and submit annual budget requests to the Board of Commissioners seeking ongoing funding and support for county funded transportation programs. This includes programs funded in part with TD funds which require a local match.

Strategy 5.2.3: Hold an annual public hearing at a Board of Commissioners meeting to ensure the Board understands the importance of the program and how many citizens are served by the program.

E. IMPLEMENTATION PLAN/CAPITAL IMPROVEMENT PLAN

The Taylor County LCB as well as the Board of Commissioners will support and assist the CTC in seeking funding assistance for the purchase of capital equipment. Due to being a rural area, with many unpaved roads it is essential for driver and rider safety. Big Bend Transit has adequate vehicles in good operational and mechanical condition. In addition, the addition of vehicles to the fleet will allow for service expansion in the area. As the CTC (Big Bend Transit, Inc.) is the only provider of public transportation in the County and has a coverage area of 1,042 square miles, it is critical the vehicles are in excellent mechanical condition and provide safe and reliable transportation to riders. It is also a goal of the CTC and the County to purchase and provide capital improvements such as covered pick-up areas with benches at various “in town” shuttle stops and install bus stop signs along the shuttle route.

Big Bend Transit (BBT) has put two new vehicles in service in Taylor County over the past two years. The BBT vehicles which operate in the County have new signage and the newest vehicle has digital signage. This has made it much easier for riders to identify the shuttle and know what location it is enroute to. The shuttles were funded by FDOT 5310 grant funds.

Big Bend Transit, Inc. Community Transportation Coordinator Capital Improvement Plan 2016-2021

| Vehicle | Capacity | Propose Year of Replacement | Anticipated Costs | Anticipated Funding Source |
|----------------------------|----------|-----------------------------|-------------------|----------------------------|
| 12 Passenger, 2 Wheelchair | 14 | 2016-2017 | \$72,500 | 5310 |
| 12 Passenger, 2 Wheelchair | 14 | 2017-2018 | \$73,500 | 5310 |

SECTION II SERVICE PLAN AND STANDARDS

A. OPERATIONS

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

TYPES, HOURS AND DAYS OF SERVICE

| | | | | | |
|--|--|---|-----------------------|--|---|
| Advance Reservation | Within Taylor-County Between Taylor County and other Florida Counties | Curb to Curb Door to Door (on exception) | Ambulatory Wheelchair | 24 Hour Advance Notice | Monday - Saturday 6:00 a.m. to 6:00 p.m. |
| Evacuation | Within Taylor County | Door to Door | Ambulatory Wheelchair | Service provided according to agreement. | Service provided according to agreement. |
| Taylor County to Leon County | Taylor County to Leon County | Curb to Curb | Ambulatory Wheelchair | Daily | Monday through Friday |
| Taylor County to Lake City and or Gainesville | Taylor County to Columbia and/or Alachua County | Curb to Curb | Ambulatory Wheelchair | Demand response | Monday through Friday |

BARIATRIC TRANSPORTATION

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

HOURS AND DAYS OF SERVICE

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

HOLIDAYS

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

Thanksgiving Day
Christmas Day
New Year's Day

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

Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
Memorial Day
Independence Day
Labor Day

ACCESSING SERVICES

OFFICE HOURS AND WEBSITE

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

PHONE NUMBER

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

ADVANCE NOTIFICATION TIME

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

TRIP CANCELLATION PROCESS

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

NO-SHOW POLICIES

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

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

TRANSPORTATION DISADVANTAGED PROGRAM ELIGIBILITY

Big Bend Transit will determine through an eligibility application process whether an individual is unable to transport themselves or purchase transportation. Individuals who do not have an operational vehicle in the household; the ability to operate a vehicle; or the ability to find transportation from other sources are considered eligible for Transportation Disadvantaged Program services. Individuals who are unable to purchase transportation will also be considered for Transportations Disadvantaged Program eligibility.

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

TRANSPORTATION DISADVANTAGED TRIP PRIORITIES

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

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

TRANSPORTATION OPERATORS AND COORDINATION CONTRACTORS

Big Bend Transit is a sole source provider.

PUBLIC TRANSIT UTILIZATION

Perry Shuttle operated by Big Bend Transit.

SCHOOL BUS UTILIZATION

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

VEHICLE INVENTORY

Big Bend Transit's vehicle inventory is shown as Appendix D-1.

SYSYTEM SAFETY PROGRAM PLAN CERTIFICATION

Big Bend Transit's System Safety Program Plan Certification is shown as Appendix D-2

INTER-COUNTY SERVICES

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

NATURAL DISASTER/EMERGENCY PREPAREDNESS

Upon request, and on a capacity available basis, Big Bend Transit enters into disaster/emergency transportation assistance agreements with residential facilities to provide ambulatory and non-ambulatory transportation services. A disaster/emergency transportation assistance agreement is in place with Marshall Health of Perry.

MARKETING

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

ACCEPTABLE ALTERNATIVES

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

SERVICE STANDARDS

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

DRUG AND ALCOHOL POLICY

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

Big Bend Transit shall comply with this standard.

TRANSPORT OF ESCORTS AND DEPENDENT CHILDREN

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

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

USE, RESPONSIBILITY AND COST OF CHILD RESTRAINT DEVICES

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

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

PASSENGER PROPERTY

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

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

VEHICLE TRANSFER POINTS

Rule 41-2.006 (4) (e), F.A.C.: Vehicle transfer points shall provide shelter, security and safety of passengers.

Big Bend Transit shall comply with this standard.

LOCAL TOLL FREE NUMBER

Rule 41-2.006 (4) (f), F.A.C.: A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The Transportation Disadvantaged Helpline phone number (1-800-983-2435) shall also be posted inside all vehicles of the coordinated system. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the

local Coordinating Board. All rider information/materials (brochures, user's guides, etc.) will include the Transportation Disadvantaged Helpline phone number.

Big Bend Transit shall comply with this standard.

OUT-OF-SERVICE AREA TRIPS

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

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

VEHICLE CLEANLINESS

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

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

BILLING REQUIREMENTS

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

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

PASSENGER/TRIP DATABASE

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

Big Bend Transit shall comply with this standard.

ADEQUATE SEATING

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

Big Bend Transit shall comply with this standard.

DRIVER IDENTIFICATION

Rule 41-2.006 (4) (l), F.A.C.: Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with specific passengers, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

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

PASSENGER ASSISTANCE

Rule 41-2.006 (4) (m), F.A.C.: The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or wheelchair securement devices, storage of mobility assistive devices and closing the vehicle door. In the door-through-door paratransit service category, the driver shall be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchairs up or down more than one step, unless it can be performed safely as determined by the passenger, guardian and driver.

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

SMOKING, EATING AND DRINKING

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

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

PASSENGER NO-SHOWS

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

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

TWO-WAY COMMUNICATIONS

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

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

AIR CONDITIONING/HEATING

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

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

FIRST AID

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

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

CARDIOPULMINARY RESUSCITATION

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

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

DRIVER CRIMINAL BACKGROUND SCREENING

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

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

FIXED ROUTE TRANSIT UTILIZATION

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

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

PICK-UP WINDOW

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

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

ON-TIME PERFORMANCE

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

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

ADVANCE RESERVATION REQUIREMENT

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

SAFETY

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

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

RELIABILITY

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

PASSENGER CODE OF CONDUCT

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

- Riders shall be ready to board the vehicle within 5 minutes of its arrival.
- Riders shall be prepared to share their ride with other passengers.
- No person may eat, drink or smoke on board any vehicle.

- No passenger may operate or tamper with any equipment on board any vehicle.
- Riders may not have radios, cassette tape players, CD players or other sound generating devices in operation while on board a vehicle, UNLESS it is connected to a headset.
- Disruptive behavior, which results in a distraction to the driver is deemed a safety hazard. Such behavior will not be tolerated and shall be grounds for suspension of transportation privileges.

VERBAL ABUSE

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

PHYSICAL ABUSE

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

SUBSTANCE ABUSE

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

PENALTIES

The following penalties shall apply to service sponsored by Florida's Transportation Disadvantaged Program. Service suspension for Medicaid NET sponsored passengers must follow the Medicaid Program guidelines.

Verbal Abuse

First offense – written warning
Second offense – one week suspension of services
Third offense – 30 day suspension of services
Fourth offense – 90 day suspension of services
Fifth offense – permanently removed from service

Physical Abuse

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

Second offense – 180 day suspension of services

Third offense - permanently removed from service

APPEALS

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

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

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

The Taylor County LCB updates and approves the local Grievance Procedures at the minimum of annually. The Board of Commissioners also approves the Grievance Procedures annually. The Grievance Procedures are shown in Appendix C. The Taylor County Transportation Disadvantaged Coordinating Board Grievance Committee will make a recommendation whether or not to uphold the suspension. A written statement of the recommendation shall be forwarded to the person requesting the hearing within two (2) working days after the hearing by the Grievance Committee. A written statement of the decision whether or not to uphold the suspension shall be forwarded by certified mail within two (2) working days by Big Bend Transit to the person requesting the hearing.

B. COST REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION

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

SECTION III QUALITY ASSURANCE

A. SERVICE STANDARDS REQUIREMENTS

It is a priority of the Local Coordinating Board as well as the Taylor County Board of Commissioners to ensure that the Community Transportation Coordinator (CTC), Big Bend Transit, Inc. (BBT) is providing a high quality of service and that it is being provided in a cost effective, efficient, unduplicated, and

unfragmented manner. This is especially critical as BBT is the only public transportation provider in the County. BBT will be evaluated at a minimum of annually using the QAPE/LCB CTC Evaluation Workbook. BBT will be evaluated on levels of service which include both TD Commission standards as outlined in Rule 41-2.(006), Florida Administrative Code and Chapter 427, Florida Statutes and local standards. The criteria, which was used in the development of the service standards includes:

- a. service effectiveness;
- b. cost efficiency and effectiveness;
- c. vehicle utilization;
- d. service availability;
- e. reliability;
- f. safety and training.

Details of service standards which are used in the evaluation process to determine compliance with both TD Commission and local standards are listed under Section II Service Plan and Standards.

B. EVALUATION PROCESS

Taylor County utilizes the QAPE/LCB CTC Evaluation Workbook to ensure quality of service as well as being cost efficient, effective, and unduplicated. The most recent evaluation of the CTC is found in Appendix H.

1. CTC Evaluation Process

Members of the Transportation Disadvantaged Local Coordinating Board (LCB) evaluate the Community Transportation Coordinator (CTC) a minimum of annually to ensure quality of service is being obtained and that it is being provided in the most effective, efficient, and unduplicated manner. The LCB and appropriate staff representing the Taylor County Board of Commissioners (the designated Planning Agency) review the evaluation. Upon approval by the LCB and the Board of Commissioners, the evaluation is forwarded to the CTC. The LCB Chairman or planning agency staff will discuss with the CTC as so needed. If there are findings which need to be addressed immediately this will be emphasized with timelines set to correct the problems/deficiencies. The evaluation will be forwarded to the Commission for the Transportation Disadvantaged for review and approval. The LCB and Planning Manger will make a recommendation to the Commission for the Transportation Disadvantaged as to whether the CTC should continue to be the designated CTC for the County.

The evaluation of the Community Transportation Coordinator (CTC) is conducted using the CTC Evaluation Workbook for the Florida Commission for the Transportation Disadvantaged. At a minimum, the following modules will be used:

1. Cost Effectiveness and Efficiency – Worksheet #1
2. Competition – Worksheet #2
3. Level of Coordination – Worksheet #3

In addition to the required modules, surveys will be conducted with passenger and purchasing agencies as to the quality of service provided by the CTC. Commission standards and local standards will be examined for compliance, as well as the goals and objectives incorporated in the service plan. The Americans with Disabilities Act Compliance Checklist will also be used to determine compliance.

2. CTC Monitoring Procedures of Operation and Coordination Contractors

CTC's are responsible for evaluation of their operators and coordination contractors to ensure contractual compliance. The evaluation is done on a periodic basis depending on the needs and requirements of the CTC. A comprehensive annual evaluation is completed to ensure compliance with the System Safety Program Plan, locally approved standards, Commission standards, annual operating data, and insurance requirements. The CTC utilizes the appropriate worksheets provided in the Evaluation Workbook for Community Transportation Coordinators and Providers in Florida. At this time the CTC does not use any coordination contractors.

3. Planning Agency Evaluation Process

The LCB will participate and assist the Commission for the Transportation Disadvantaged's quality assurance review of the planning agency. The Taylor County Board of Commissioners and assigned staff serves as the designated planning agency for Taylor County.

C. ADDITIONAL QUALITY ASSURANCE STANDARDS

In addition to the CTC evaluation process, the CTC provides a presentation and update at each LCB quarterly meeting. Questions and concerns are addressed at that time to ensure problems and issues are addressed quickly. The Planning Grant Manager and CTC work closely together and historically the CTC has addressed any problem on request **immediately**. The LCB and the Board of Commissioners hold two public hearings instead of the one as required by the TD Commission in an effort to make sure local ridership needs are being addressed and to ensure quality assurance by both the CTC and the Planning Agency.

LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION

The Taylor County Transportation Disadvantaged Planning Office and LCB, located at 201 E. Green Street, Perry, Florida, 32347, hereby certifies the following:

1. The membership of Local Coordinating Board (LCB), established pursuant to Rule-412.012(3), Florida Administrative Code (F.A.C), does in fact represent the appropriate parties as identified on the membership roster; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

Signature: _____

Date: _____

MEMBERSHIP ROSTER OF THE LOCAL COORDINATING BOARD

| Name | Designation | Position |
|--------------------|-----------------------------|-------------------------|
| Patricia Patterson | Taylor Co. BOCC | Chairman |
| Betsey Stephens | Elderly (Over 60) | Primary |
| Open | Elderly (Over 60) | Alternate |
| Theresa Copeland | Economically Disadvantaged | Primary |
| Open | Economically Disadvantaged | Alternate |
| Sandra Collins | FDOT | Primary |
| Janell Damato | FDOT | Alternate |
| Leslee Sunderland | Disabled | Primary |
| Open | Disabled | Alternate |
| Kristie Lutz | Department of Health | Primary |
| Martine Young | Department of Health | Alternate |
| Sheryll Rehberg | Career Source North Florida | Primary |
| Anthony Jennings | Career Source North Florida | Alternate |
| Rhonda Brooks | Children at Risk | Primary |
| Tremmie Robinson | Children at Risk | Alternate |
| Sharon Hathcock | Taylor County School Board | Primary |
| Open | Taylor County School Board | Alternate |
| Deweese Ogden | FAHCA Medicaid | Primary |
| Pamela Hagley | FAHCA Medicaid | Alternate |
| Rose Rucks | Advocate | Primary |
| Open | Advocate | Alternate |
| Jami Boothby | Veterans | Primary |
| Joe Collins | Veterans | Alternate |
| Open | Vocational Rehab | Primary |
| Melody Cox | Taylor Co. BOCC. | PGM – Non-voting member |
| Shawn Mitchell | Big Bend Transit Inc. | Non-voting member |
| Robert Adams | Big Bend Transit Inc. | Non-voting member |
| | | |

**GRIEVANCE PROCEDURES 2015 – 2016
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED**

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code (F.A.C). The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

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

1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate Designated Official Planning Agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)

1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)

1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk" as defined in Section 411.202, Florida Statutes.

1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state, or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)

1.6 Service Complaint: means incidents that may occur on a daily basis and are reported to the driver or the dispatcher or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the CTC, or transportation operators, not local service standards established by the CTC, LCB, and the Taylor County Board of Commissioners. All service complaints should be recorded and reported by the CTC to the LCB.

1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.

1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

2.1 The objective of the grievance process shall be to investigate process and make recommendations, in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies contracted by the CTC and the customer. It is not the objective of the grievance process to “adjudicate” or have “determinative” powers.

2.2 The CTC, and its service operation and other subcontractors must post the contact person’s name and telephone number in each vehicle regarding the reporting of complaints.

2.3 All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

2.4 A written copy of the grievance procedure shall be available to anyone upon request.

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

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

- 3.1 The Taylor County Local Coordinating Board shall appoint at least five (5) of its voting members to the Grievance Committee.**
- 3.2 Members shall be appointed by the Chairperson of the LCB.**
- 3.3 The Grievance Committee shall include one representative of users/clients.**
- 3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.**
- 3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.**
- 3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board.**
- 3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.**
- 3.8 The Grievance Committee shall elect a Chairperson and Vice Chairperson. The Chair and Vice Chair shall serve for a one (1) year term but may serve consecutive terms.**
- 3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.**

SECTION 4: GRIEVANCE PROCESS

- 4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", "advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.**
- 4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through the Commission for the Transportation Disadvantaged Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.**

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

- a. Late trips (late pick up or drop off)
- b. No show by transportation operator
- c. No show by client/rider
- d. Client/rider behavior
- e. Driver behavior
- f. Passenger comfort/discomfort
- g. Service refusal (refusing service to rider without an explanation as to why)
- h. Unsafe driving
- i. Others as deemed appropriate by the Local Coordinating Board

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

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

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

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

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

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

Step One: The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance. Minimum guidelines for the CTC include:

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

Step Two: If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. (Taylor County Board of Commissioners is the DOPA)

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

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

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

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

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

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

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

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

SECTION 5: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

- 5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-984-2435 or 850-488-6036 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street

MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. For hearing or speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

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

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

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

- 5.3 Medicaid transportation service complaints and/or grievances should be addressed through the State Medicaid Managed Care Program (SMMC). The SMMC has a complaint/issue process which can be accessed online at <http://ahca.myflorida.com/smmc>. Complaints can also be made by calling 1-877-254-1055.

- 5.4 If the Commission is unable to resolve the grievance, the client will be referred to the Office of Administrative Appeals or other legal venues appropriate to the specific nature of the grievance.

Grievance Procedures Process Chart at the Local Level

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

NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

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

Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Contact: Dustin Hinkel County Administrator
Phone: 850-838-3500 ext. 107
dustin.hinkel@taylorcountygov.com

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

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Melody Cox
Phone: 850-838-3553
melody.cox@taylorcountygov.com

Florida Commission for the Transportation Disadvantaged Helpline 800-983-2435

or

Florida Commission for the Transportation Disadvantaged
605 Suwannee Street
Tallahassee, FL 32399-0450

or

www.dot.state.fl.us/ctd

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

Americans with Disabilities Act (ADA) 800-514-0301

Disability Rights Florida 800-342-0823

BIG BEND TRANSIT
TAYLOR COUNTY VEHICLE LIST

| VEH# | MAKE | MODEL |
|-------------|-------------|--------------|
| 0807 | CHEVY | G3500 |
| 0906 | CHEVY | C4500 |
| 0911 | FORD | E350 |
| 1015 | CHEVY | G4500 |
| 1016 | CHEVY | G4500 |
| 1301 | FORD | E450 |
| 1504 | FORD | E350 |
| 1603 | DODGE | Mini Van |



Bus Transit System Annual Safety and Security Certification

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

Certification Date (Current): 2016

Certification Year: (Previous): 2015

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

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

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

Blue Ink Signature: _____

(Individual Responsible for Assurance of Compliance)

Date: 1/4/2015

Name: Shawn Mitchell Title: General Manager

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

Name: Big Bend Transit, Inc.

Address: 2201 Eisenhower Street Tallahassee, Florida

Name of Qualified Mechanic who Performed Annual Inspections: Domingo Ortiz

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

ACTUAL EXPENDITURE REPORT FORM
(One form for each county
Do not report funds from state agency sources)

COUNTY: Taylor County
DUE: September 15, 2016

| Coordinated Transportation | | | |
|-----------------------------------|--|------------------------|--|
| ACTUAL PRIOR YEAR | | | |
| Local Funding | | Direct Federal Funding | |
| Expenditures | # of Trips, Operating Subsidy or Capital | Expenditures | # of Trips, Operating Subsidy or Capital |
| \$72,109 | 14,387 | | |

| Transportation Alternatives | | | |
|------------------------------------|--|------------------------|--|
| ACTUAL PRIOR YEAR | | | |
| Local Funding | | Direct Federal Funding | |
| Expenditures | # of Trips, Operating Subsidy or Capital | Expenditures | # of Trips, Operating Subsidy or Capital |
| | | | |

| Other | | | |
|-------------------|--|------------------------|--|
| ACTUAL PRIOR YEAR | | | |
| Local Funding | | Direct Federal Funding | |
| Expenditures | # of Trips, Operating Subsidy or Capital | Expenditures | # of Trips, Operating Subsidy or Capital |
| | | | |

FLCTD

Annual Operations Report

Section I: Face Sheet

| | |
|--|--|
| County: Taylor | Fiscal Year: July 1, 2015 - June 30, 2016 |
| Status: Submitted to FLCTD | |
| | |
| Report Date: | 09/08/2016 |
| Period Covered: | July 1, 2015 - June 30, 2016 |
| Coordinator's Name: | Big Bend Transit, Inc. |
| Address: | Post Office Box 1721 |
| City: | Tallahassee |
| Zip Code: | 32302 |
| Service Area: | Taylor |
| Contact Person: | Shawn Mitchell |
| Title: | General Manager |
| Phone: | (850) 574 - 6266 |
| Fax: | (850) 574 - 1531 |
| Email: | smitchell@bigbendtransit.org |
| Network Type: | Sole Source |
| Organization Type: | Private Non-Profit |
| | |
| CTC Certification: <p>I, SHAWN MITCHELL, as the authorized Community Transportation Coordinator (CTC) Representative, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accordance with the accompanying instructions.</p> <p>CTC Representative (signature)</p> <p>_____</p> | |
| LCB Statement: <p>I, _____, as the local Coordinating Board Chairperson, hereby, certify in accordance with Rule 41-2.007(7) F.S. that the local Coordinating Board has reviewed this report and the Planning Agency has received a copy.</p> <p>LCB Signature</p> <p>_____</p> | |

FLCTD

Annual Operations Report

Section II: General Info

County: Taylor

Fiscal Year: July 1, 2015 - June 30, 2016

Status: Submitted to FLCTD

Section II: Coordinated System General Information

1. Provider Listing (include the CTC, if the CTC provides transportation services)

Number of Private Non-Profits: 1

Number of Private For-Profits: 0

Public Entities:

School Board: 0

Municipality: 0

County: 0

Transit Authority: 0

Other: 0

Total: 1

2. How many of the providers listed in 1 are coordination contractors?

0

FLCTD

Annual Operations Report

Section III: Passenger Trip Info

| | | | |
|--|---------------------|---|--------------|
| County: Taylor | | Fiscal Year: July 1, 2015 - June 30, 2016 | |
| Status: Submitted to FLCTD | | | |
| Section III: Passenger Trip Information | | | |
| 1a. One-Way Passenger Trips | | | |
| Type of Service | Service Area | | |
| Fixed Route/Fixed Schedule | Within | Outside | Total |
| Daily Trip Tickets | 0 | 0 | 0 |
| Weekly Passes | 0 | 0 | 0 |
| Monthly Passes | 0 | 0 | 0 |
| | | | |
| Deviated Fixed Route Service | 0 | 0 | 0 |
| Paratransit | | | |
| Ambulatory | 6277 | 855 | 7132 |
| Non-Ambulatory | 2399 | 186 | 2585 |
| Stretcher | 0 | 0 | 0 |
| Other Services | | | |
| School Board Trips | 0 | 0 | 0 |
| Total Trips | 8676 | 1041 | 9717 |
| | | | |
| 1b. How many of the total trips were provided by contracted transportation providers (do not include the CTC, if the CTC provides transportation services)? | | | 0 |
| 1c. How many of the total trips were provided by coordination contractors? | | | 0 |
| | | | |
| 2. One-Way Trips by Funding Source | | | |
| Agency for Health Care Administration | | | 3560 |
| Agency for Persons with Disabilities | | | 0 |
| Agency for Workforce Innovation | | | 0 |
| Commission for the Transportation Disadvantaged | | | 5859 |
| Department of Children and Families | | | 0 |
| Department of Community Affairs | | | 0 |
| Department of Education | | | 0 |
| Department of Elder Affairs | | | 0 |
| Department of Health | | | 2 |

| | |
|--|-------------|
| Department of Juvenile Justice | 0 |
| Florida Department of Transportation | 0 |
| Local Government | 0 |
| Local Non-Government | 296 |
| Other Federal Programs | 0 |
| Total: | 9717 |
| 3. One-Way Trips by Passenger Type | |
| Was this information obtained by sampling? | yes |
| Elderly | |
| Low Income: | 4367 |
| Disabled: | 12 |
| Low Income and Disabled: | 1468 |
| Other: | 100 |
| Children | |
| Low Income: | 4 |
| Disabled: | 0 |
| Low Income and Disabled: | 0 |
| Other: | 96 |
| Other | |
| Low Income: | 1517 |
| Disabled: | 6 |
| Low Income and Disabled: | 578 |
| Other: | 1569 |
| Total: | 9717 |
| 4. One-Way Passenger Trips - by Purpose | |
| Was this information obtained by sampling? | yes |
| Medical Purpose | 4635 |
| Employment Purpose | 645 |
| Education/Training/Daycare Purpose | 10 |
| Nutritional Purpose | 2 |
| Life-Sustaining/Other Purpose | 4425 |
| Total: | 9717 |
| 5. Unduplicated Passenger Head Count | |
| 5a. Paratransit/Deviated Fixed Route/ School Brd | 304 |

| | |
|--|-----|
| 5b. Fixed Route | 0 |
| Total: | 304 |
| | |
| 6. Number of Unmet Trip Requests | 0 |
| Unmet Trip Requests by Type of Trip | |
| Unmet Medical | 0 |
| Unmet Employment | 0 |
| Unmet Education/Training/Daycare | 0 |
| Unmet Nutritional | 0 |
| Unmet Life-Sustaining/Other | 0 |
| | |
| Reason Trip was Denied (Optional) | |
| Lack of Funding: | 0 |
| Lack of Vehicle Availability: | 0 |
| Lack of Driver Availability: | 0 |
| Other: | 0 |
| | |
| 7.) Number of Passenger No-shows | 227 |
| | |
| Passenger No-Shows by Funding Source (optional) | |
| CTD: | 0 |
| AHCA: | 0 |
| AWI: | 0 |
| DCF: | 0 |
| APD: | 0 |
| DOE: | 0 |
| DOEA: | 0 |
| Other: | 0 |
| | |
| 8. Complaints | |
| Complaints by Service | 0 |
| Complaints by Policy | 0 |
| Complaints by Vehicle | 0 |
| Complaints by Other | 0 |
| Complaint Total: | 0 |
| | |
| 9. Commendations | |
| Commendations by CTC | 0 |

| | |
|---|----------|
| Commendations by Transportation Providers | 0 |
| Commendations by Coordination Contractors | 0 |
| Total Commendations: | 0 |
| | |

FLCTD

Annual Operations Report

Section IV: Vehicle Info

| | | | |
|---|----------------------|---|-----------------------|
| County: Taylor | | Fiscal Year: July 1, 2015 - June 30, 2016 | |
| Status: Submitted to FLCTD | | | |
| Section IV: Vehicle Information | | | |
| 1. Mileage Information | | | |
| | Vehicle Miles | | Revenue Miles |
| CTC: | 183752 | | 146364 |
| Transportation Providers: | 0 | | 0 |
| Coordination Contractors: | 0 | | 0 |
| School Bus Utilization Agreement: | 0 | | 0 |
| Total: | 183752 | | 146364 |
| | | | |
| 2. Roadcalls | 3 | | |
| | | | |
| 3. Accidents | | | |
| | Chargeable | | Non-Chargeable |
| Total Accidents Person Only: | 0 | | 0 |
| Total Accidents Vehicle Only: | 0 | | 0 |
| Total Accidents Person & Vehicle: | 0 | | 0 |
| Total Accidents: | 0 | | 0 |
| Grand Total: | 0 | | |
| | | | |
| 4. Total Number of Vehicles | 9 | | |
| | | Count | Percentage |
| a. Total vehicles that are wheelchair accessible: | | 9 | 100.00% |
| b. Total vehicles that are stretcher equipped: | | 0 | 0.00% |
| | | | |

FLCTD

Annual Operations Report

Section V: Employee Info

| | | | |
|--|-----------|---|--------------|
| County: Taylor | | Fiscal Year: July 1, 2015 - June 30, 2016 | |
| Status: Submitted to FLCTD | | | |
| Section V: Employee Information | | | |
| 1. CTC and Transportation Provider Employee Information | | | |
| | | | Hours |
| Full-Time Drivers | 4 | | 7488 |
| Part-Time Drivers | 0 | | 0 |
| Volunteer Drivers | 0 | | 0 |
| Total Hours: | | | 7488 |
| | | | |
| Maintenance Employees | 3 | | |
| Dispatchers | 1 | | |
| Schedulers | 1 | | |
| Call Intake/Reserv./Cust. Serv. | 1 | | |
| Other Operations Employees | 0 | | |
| | | | Hours |
| Other Volunteers | 0 | | 0 |
| Administrative Support | 2 | | |
| Management Employees | 4 | | |
| Total | 16 | | |
| 2. Coordination Contractors Employee Information | | | |
| | | | Hours |
| Full-Time Drivers | 0 | | 0 |
| Part-Time Drivers | 0 | | 0 |
| Volunteer Drivers | 0 | | 0 |
| Total Hours: | | | 0 |
| | | | |
| Maintenance Employees | 0 | | |
| Dispatchers | 0 | | |
| Schedulers | 0 | | |
| Call Intake/Reserv./Cust. Serv. | 0 | | |

| | | |
|----------------------------|---|--------------------------|
| Other Operations Employees | 0 | |
| | | |
| | | Hours |
| Other Volunteers | 0 | 0 |
| Administrative Support | 0 | |
| Management Employees | 0 | |
| Total | 0 | |
| | | TOTAL HOURS: 7488 |
| | | |

FLCTD

Annual Operations Report

Section VI: Revenue Sources

| | | | |
|--|----------------------------------|---|----------------|
| County: Taylor | | Fiscal Year: July 1, 2015 - June 30, 2016 | |
| Status: Submitted to FLCTD | | | |
| Section VI: Financial Data | | | |
| 1. Detailed Revenue and Trips Provided by Funding Source | | | |
| Revenue Source | CTC and Transportation Providers | Coordination Contractors | TOTAL REVENUES |
| Agency for Health Care Administration | | | |
| Medicaid Non-Emergency | \$153,655.00 | \$0.00 | \$153,655.00 |
| Medicaid Non-Emergency (under fixed fee service with AHCA) | \$0.00 | \$0.00 | \$0.00 |
| Agency for Persons with Disabilities | | | |
| Comm Care for Dis Adults/Aging & Adult Services | \$0.00 | \$0.00 | \$0.00 |
| Developmental Services | \$0.00 | \$0.00 | \$0.00 |
| Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Agency for Workforce Innovation | | | |
| WAGES/Workforce Board | \$0.00 | \$0.00 | \$0.00 |
| Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Commission for the Transportation Disadvantaged | | | |
| Non-Sponsored Trip Program | \$247,187.00 | \$0.00 | \$247,187.00 |
| Non-Sponsored Cap. Equip. | \$1,260.00 | \$0.00 | \$1,260.00 |
| Rural Capital Equip. | \$0.00 | \$0.00 | \$0.00 |
| TD Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Department of Children and Families | | | |
| Alcohol, Drug Abuse & Mental Health Program | \$0.00 | \$0.00 | \$0.00 |
| Family Safety & Preservation | \$0.00 | \$0.00 | \$0.00 |
| Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Department of Community Affairs | | | |
| Community Services | \$0.00 | \$0.00 | \$0.00 |
| Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Department of Education | | | |
| Carl Perkins Vocational Ed. Act | \$0.00 | \$0.00 | \$0.00 |
| Division of Blind Services | \$0.00 | \$0.00 | \$0.00 |

| | | | |
|--|--------------|--------|--------------|
| Vocational Rehabilitation | \$0.00 | \$0.00 | \$0.00 |
| Day Care Programs | \$0.00 | \$0.00 | \$0.00 |
| Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Department of Elder Affairs | | | |
| Older Americans Act | \$0.00 | \$0.00 | \$0.00 |
| Community Care for the Elderly | \$0.00 | \$0.00 | \$0.00 |
| Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Department of Health | | | |
| Children's Medical Services | \$0.00 | \$0.00 | \$0.00 |
| Office of Disability Deter. | \$142.00 | \$0.00 | \$142.00 |
| County Public Health Unit | \$0.00 | \$0.00 | \$0.00 |
| Other (specify) | \$0.00 | \$0.00 | \$0.00 |
| Department of Juvenile Justice | | | |
| (specify) | \$0.00 | \$0.00 | \$0.00 |
| Department of Transportation | | | |
| 49 USC 5307 (Section 9) | \$0.00 | \$0.00 | \$0.00 |
| 49 USC 5310 (Section 16) | \$165,110.00 | \$0.00 | \$165,110.00 |
| 49 USC 5311 (Section 18) | \$115,149.00 | \$0.00 | \$115,149.00 |
| 49 USC 5311(f) (Section 18i) | \$0.00 | \$0.00 | \$0.00 |
| Block Grant | \$0.00 | \$0.00 | \$0.00 |
| Service Development | \$1,560.00 | \$0.00 | \$1,560.00 |
| Commuter Assistance Program | \$0.00 | \$0.00 | \$0.00 |
| Other DOT (Specify) | \$0.00 | \$0.00 | \$0.00 |
| Local Government | | | |
| School Board Service | \$0.00 | \$0.00 | \$0.00 |
| Complementary ADA Service | \$0.00 | \$0.00 | \$0.00 |
| County Cash | \$0.00 | \$0.00 | \$0.00 |
| County In-Kind | \$0.00 | \$0.00 | \$0.00 |
| City Cash | \$0.00 | \$0.00 | \$0.00 |
| City In-Kind | \$0.00 | \$0.00 | \$0.00 |
| Other Cash (specify) | \$0.00 | \$0.00 | \$0.00 |
| Other In-Kind (specify) | \$0.00 | \$0.00 | \$0.00 |
| Local Non-Government | | | |
| Farebox | \$17,751.00 | \$0.00 | \$17,751.00 |
| Donations, Contributions | \$0.00 | \$0.00 | \$0.00 |
| In-Kind Services | \$0.00 | \$0.00 | \$0.00 |
| Other Non-Government | \$2,855.00 | \$0.00 | \$2,855.00 |
| Other Federal or State Programs | | | |

| | | | |
|---------------------|---------------------|---------------|---------------------|
| (specify) | \$0.00 | \$0.00 | \$0.00 |
| (specify) | \$0.00 | \$0.00 | \$0.00 |
| (specify) | \$0.00 | \$0.00 | \$0.00 |
| | | | |
| GRAND TOTAL: | \$704,669.00 | \$0.00 | \$704,669.00 |
| | | | |

FLCTD
Annual Operations Report
Section VII: Expense Sources

| | | | |
|---|--------------------------------------|---|----------------|
| County: Taylor | | Fiscal Year: July 1, 2015 - June 30, 2016 | |
| Status: Submitted to FLCTD | | | |
| Section VII: Financial Data | | | |
| 2. Expense Sources | | | |
| Expense Item | Community Transportation Coordinator | Coordination Contractor | TOTAL EXPENSES |
| Labor (501): | \$205,103.00 | \$0.00 | \$205,103.00 |
| Fringe Benefits (502): | \$110,735.00 | \$0.00 | \$110,735.00 |
| Services (503): | \$13,960.00 | \$0.00 | \$13,960.00 |
| Materials and Supplies Cons. (504): | \$63,497.00 | \$0.00 | \$63,497.00 |
| Utilities (505): | \$6,063.00 | \$0.00 | \$6,063.00 |
| Casualty and Liability (506): | \$22,005.00 | \$0.00 | \$22,005.00 |
| Taxes (507): | \$104.00 | \$0.00 | \$104.00 |
| Purchased Transportation Services (508) | | | |
| Bus Pass Expenses: | \$0.00 | \$0.00 | \$0.00 |
| School Bus Expenses: | \$0.00 | \$0.00 | \$0.00 |
| Other: | \$0.00 | \$0.00 | \$0.00 |
| | | | |
| Miscellaneous (509): | \$19,275.00 | \$0.00 | \$19,275.00 |
| Interest (511): | \$0.00 | \$0.00 | \$0.00 |
| Leases and Rentals (512): | \$7,399.00 | \$0.00 | \$7,399.00 |
| Annual Depreciation (513): | \$42,983.00 | \$0.00 | \$42,983.00 |
| Contributed Services (530): | \$0.00 | \$0.00 | \$0.00 |
| Allocated Indirect Expenses: | \$0.00 | \$0.00 | \$0.00 |
| | | | |
| GRAND TOTAL: | \$491,124.00 | \$0.00 | \$491,124.00 |
| | | | |

Comprehensive Budget Worksheet

Version 1.4

CTC: Big Bend Transit, Inc.
County: Taylor

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

| | Prior Year's ACTUALS from July 1st of 2014 to June 30th of 2015 | Current Year's APPROVED Budget, as amended from July 1st of 2015 to June 30th of 2016 | Upcoming Year's PROPOSED Budget from July 1st of 2016 to June 30th of 2017 | % Change from Prior Year to Current Year | Proposed % Change from Current Year to Upcoming Year | Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000 |
|---|--|--|--|--|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors)

Local Non-Govt

| | | | | | |
|---------------------------------|-----------|-----------|-----------|--------|--------|
| Farebox | \$ 25,369 | \$ 22,006 | \$ 32,331 | -13.3% | 46.9% |
| Medicaid Co-Pay Received | | | | | |
| Donations/ Contributions | | | | | |
| In-Kind, Contributed Services | | | | | |
| Other | \$ 6,552 | \$ 1,200 | \$ 4,700 | -81.7% | 291.7% |
| Bus Pass Program Revenue | | | | | |

Local Government

| | | | | | |
|--------------------------------------|-----------|----------|--------|--------|--------|
| District School Board | | | | | |
| Compl. ADA Services | | | | | |
| County Cash | \$ 49,165 | \$ 2,034 | \$ 942 | -95.9% | -53.7% |
| County In-Kind, Contributed Services | | | | | |
| City Cash | | | | | |
| City In-Kind, Contributed Services | | | | | |
| Other Cash | | | | | |
| Other In-Kind, Contributed Services | | | | | |
| Bus Pass Program Revenue | | | | | |

County Cash Does not include Revenues received for DFR for Current & Projected Years

OTD

| | | | | | |
|-----------------------------------|------------|------------|------------|--------|-------|
| Non-Spons. Trip Program | \$ 234,487 | \$ 266,560 | \$ 315,759 | 13.7% | 18.4% |
| Non-Spons. Capital Equipment | \$ 22,851 | \$ 6,000 | \$ 6,000 | -73.7% | 0.0% |
| Rural Capital Equipment | | | | | |
| Other TD (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | \$ 5,000 | | |

USDOT & FDOT

| | | | | | |
|------------------------------------|-----------|------------|------------|---------|---------|
| 49 USC 5307 | | \$ 31,000 | | | -100.0% |
| 49 USC 5310 | | | | | |
| 49 USC 5311 (Operating) | \$ 91,871 | \$ 122,173 | \$ 115,392 | 33.0% | -5.6% |
| 49 USC 5311(Capital) | | | | | |
| Block Grant | | | | | |
| Service Development | \$ 24,384 | | | -100.0% | |
| Commuter Assistance | | | | | |
| Other DOT (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | | | |

AHCA

| | | | | | |
|-------------------------------------|------------|------------|------------|-------|-------|
| Medicaid | \$ 194,942 | \$ 185,261 | \$ 170,684 | -5.0% | -7.9% |
| Other AHCA (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | | | |

DCF

| | | | | | |
|------------------------------------|--|--|--|--|--|
| Alcohol, Drug & Mental Health | | | | | |
| Family Safety & Preservation | | | | | |
| Comm. Care Dis/Aging & Adult Serv. | | | | | |
| Other DCF (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | | | |

DOH

| | | | | | |
|------------------------------------|--|--|--|--|--|
| Children Medical Services | | | | | |
| County Public Health | | | | | |
| Other DOH (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | | | |

DOE (State)

| | | | | | |
|------------------------------------|--|--|--|--|--|
| Carl Perkins | | | | | |
| Div of Blind Services | | | | | |
| Vocational Rehabilitation | | | | | |
| Day Care Programs | | | | | |
| Other DOE (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | | | |

AWI

| | | | | | |
|------------------------------------|--|--|--|--|--|
| WAGES/Workforce Board | | | | | |
| Other AWI (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | | | |

DOEA

| | | | | | |
|-------------------------------------|--|--|--|--|--|
| Older Americans Act | | | | | |
| Community Care for Elderly | | | | | |
| Other DOEA (specify in explanation) | | | | | |
| Bus Pass Program Revenue | | | | | |

DCA

| | | | | | |
|------------------------------------|--|--|--|--|--|
| Community Services | | | | | |
| Other DCA (specify in explanation) | | | | | |
| Bus Pass Admin. Revenue | | | | | |

Comprehensive Budget Worksheet

Version 1.4

CTC: Big Bend Transit, Inc.
County: Taylor

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

| | Prior Year's ACTUALS from July 1st of 2014 to June 30th of 2015 | Current Year's APPROVED Budget, as amended from July 1st of 2015 to June 30th of 2016 | Upcoming Year's PROPOSED Budget from July 1st of 2016 to June 30th of 2017 | % Change from Prior Year to Current Year | Proposed % Change from Current Year to Upcoming Year | Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000 |
|---|--|--|--|--|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

| | | | | | | |
|---|-----------|-----------|-----------|-------|------|--|
| APD | | | | | | |
| Office of Disability Determination | | | | | | |
| Developmental Services | | | | | | |
| Other APD (specify in explanation) | | | | | | |
| Bus Pass Program Revenue | | | | | | |
| DVI | | | | | | |
| (specify in explanation) | | | | | | |
| Bus Pass Program Revenue | | | | | | |
| Other Fed or State | | | | | | |
| XXX | | | | | | |
| XXX | | | | | | |
| XXX | | | | | | |
| Bus Pass Program Revenue | | | | | | |
| Other Revenues | | | | | | |
| Interest Earnings | | | | | | |
| XXXX | | | | | | |
| XXXX | | | | | | |
| Bus Pass Program Revenue | | | | | | |
| Balancing Revenue to Prevent Deficit | | | | | | |
| Actual or Planned Use of Cash Reserve | | | | | | |
| Balancing Revenue is Short By = | | | | | | |
| | None | None | | | | |
| Total Revenues = | \$649,601 | \$636,264 | \$650,807 | -2.1% | 2.3% | |

| EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!) | | | | | | |
|--|------------|------------|------------|---------|---------|---|
| Operating Expenditures | | | | | | |
| Labor | \$ 217,779 | \$ 252,848 | \$ 230,798 | 16.1% | 11.1% | Expenses do not include Labor, Fringe or Mat & Supplies used for DFR for Current or Projected years |
| Fringe Benefits | \$ 112,624 | \$ 136,663 | \$ 148,072 | 21.3% | 8.3% | |
| Services | \$ 10,495 | \$ 10,810 | \$ 11,134 | 3.0% | 3.0% | |
| Materials and Supplies | \$ 112,714 | \$ 99,262 | \$ 100,746 | -11.9% | 1.5% | |
| Utilities | \$ 6,803 | \$ 7,008 | \$ 7,218 | 3.0% | 3.0% | |
| Casualty and Liability | \$ 27,549 | \$ 28,479 | \$ 29,334 | 3.0% | 3.0% | |
| Taxes | \$ 156 | \$ 161 | \$ 160 | 3.2% | 3.1% | |
| Purchased Transportation: | | | | | | |
| Purchased Bus Pass Expenses | | | \$ 5,000 | | | |
| School Bus Utilization Expenses | | | | | | |
| Contracted Transportation Services | | | | | | |
| Other | \$ 279 | | | -100.0% | | |
| Miscellaneous | \$ 4,274 | \$ 4,402 | \$ 4,534 | 3.0% | 3.0% | |
| Operating Debt Service - Principal & Interest | | | | | | |
| Leases and Rentals | \$ 5,518 | \$ 5,693 | \$ 5,854 | 3.0% | 3.0% | |
| Contrib. to Capital Equip. Replacement Fund | \$ 54,624 | \$ 56,263 | \$ 57,951 | 3.0% | 3.0% | |
| In-Kind, Contributed Services | \$ - | \$ - | \$ - | | | |
| Allocated Indirect | | | | | | |
| Capital Expenditures | | | | | | |
| Equip. Purchases with Grant Funds | | \$ 31,000 | | | -100.0% | |
| Equip. Purchases with Local Revenue | | \$ 3,695 | | | -100.0% | |
| Equip. Purchases with Rate Generated Rev. | | | | | | |
| Capital Debt Service - Principal & Interest | | | | | | |
| | | | | | | |
| ACTUAL YEAR GAIN | | | | | | |
| | \$96,686 | | | | | |
| Total Expenditures = | \$552,915 | \$636,264 | \$650,807 | 15.1% | 2.3% | |

See NOTES Below.

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

ACTUAL year GAIN (program revenue) MUST be reinvested as a trip or system subsidy. Adjustments must be identified and explained in a following year, or applied as a Rate Base Adjustment to proposed year's rates on the next sheet.

Budgeted Rate Base Worksheet

Version 1.4

CTC: Big Bend Transit, Inc.

County: Taylor

1. Complete applicable GREEN cells in column 3; YELLOW and BLUE cells are automatically completed in column 3
2. Complete applicable GOLD cells in column and 5

| Upcoming Year's BUDGETED Revenues | |
|---|---|
| from | |
| July 1st of | |
| 2018 | |
| to | |
| June 30th of | |
| 2017 | |
| 1 | 2 |

| What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues? | Budgeted Rate Subsidy Revenue Excluded from the Rate Base | What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment? |
|--|--|---|
| 3 | 4 | 5 |

REVENUES (CTC/Operators ONLY)

Local Non-Govt

| | | |
|-------------------------------|----|--------|
| Farebox | \$ | 32,331 |
| Medicaid Co-Pay Received | \$ | - |
| Donations/Contributions | \$ | - |
| In-Kind, Contributed Services | \$ | - |
| Other | \$ | 4,700 |
| Bus Pass Program Revenues | \$ | - |

Local Government

| | | |
|--------------------------------------|----|-----|
| Allyd School Board | \$ | - |
| Compt. ADA Services | \$ | - |
| County Cash | \$ | 942 |
| County In-Kind, Contributed Services | \$ | - |
| City Cash | \$ | - |
| City In-Kind, Contributed Services | \$ | - |
| Cooper Cash | \$ | - |
| Other In-Kind, Contributed Services | \$ | - |
| Bus Pass Program Revenues | \$ | - |

CTD

| | | |
|------------------------------|----|---------|
| Non-Sports Trip Program | \$ | 315,750 |
| Non-Sports Capital Equipment | \$ | 6,000 |
| Rural Credit Forfeiture | \$ | - |
| Other TD | \$ | - |
| Bus Pass Program Revenues | \$ | 5,000 |

USDOT & FDOT

| | | |
|---------------------------|----|---------|
| 49 USC 8307 | \$ | - |
| 49 USC 8312 | \$ | - |
| 49 USC 8311 (Operating) | \$ | 115,392 |
| 49 USC 8311 (Capital) | \$ | - |
| Block Grant | \$ | - |
| Service Development | \$ | - |
| Commuter Assistance | \$ | - |
| Other DOT | \$ | - |
| Bus Pass Program Revenues | \$ | - |

AHCA

| | | |
|---------------------------|----|---------|
| Medicaid | \$ | 170,684 |
| Other AHCA | \$ | - |
| Bus Pass Program Revenues | \$ | - |

DCF

| | | |
|----------------------------------|----|---|
| Alcohol, Drug & Mental Health | \$ | - |
| Family Safety & Preservation | \$ | - |
| Comm. Care Dis. Aging & ADA Serv | \$ | - |
| Other DCF | \$ | - |
| Bus Pass Program Revenues | \$ | - |

DOH

| | | |
|---------------------------|----|---|
| Children Medical Services | \$ | - |
| County Public Health | \$ | - |
| Other DOH | \$ | - |
| Bus Pass Program Revenues | \$ | - |

DOE (state)

| | | |
|---------------------------|----|---|
| Carl Perkins | \$ | - |
| Dir. of Blind Services | \$ | - |
| Vocational Rehabilitation | \$ | - |
| Day Care Programs | \$ | - |
| Other DOE | \$ | - |
| Bus Pass Program Revenues | \$ | - |

AWI

| | | |
|---------------------------|----|---|
| WAGSBA/Workforce Board | \$ | - |
| AWI | \$ | - |
| Bus Pass Program Revenues | \$ | - |

DOEA

| | | |
|----------------------------|----|---|
| Elder Americans Act | \$ | - |
| Community Care for Elderly | \$ | - |
| Other DOEA | \$ | - |
| Bus Pass Program Revenues | \$ | - |

DCA

| | | |
|---------------------------|----|---|
| Community Services | \$ | - |
| Other DCA | \$ | - |
| Bus Pass Program Revenues | \$ | - |

| | | | |
|----|--------|----|---|
| \$ | 32,331 | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | 4,700 | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|-----|----|---|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | 942 | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---------|----|-------|
| \$ | 315,750 | \$ | - |
| \$ | - | \$ | 6,000 |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | 5,000 |

| | | | |
|----|---|----|---------|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | 115,392 |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---------|----|---|
| \$ | 170,684 | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---|----|---|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---|----|---|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---|----|---|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---|----|---|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---|----|---|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

| | | | |
|----|---|----|---|
| \$ | - | \$ | - |
| \$ | - | \$ | - |
| \$ | - | \$ | - |

YELLOW cells
are NEVER Generated by Applying Authorized Rates

BLUE cells
Should be funds generated by rates in this spreadsheet

GREEN cells
MAY BE Revenue Generated by Applying
Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be
GENERATED through the application of authorized per mile, per
trip, or combination per trip plus per mile rates. Also, include
the amount of funds that are earmarked as local match for
Transportation Services and NOT Capital Equipment
purchases.

If the Farebox Revenues are used as a source of Local Match
Dollars, then identify the appropriate amount of Farebox
Revenue that represents the portion of Local Match required on
any state or federal grants. This does not mean that Farebox is
the only source for Local Match.

Please review all Grant Applications and Agreements containing
State and/or Federal funds for the proper Match Requirement
levels and allowed sources.

GOLD cells

Fill in that portion of Budgeted Rate Subsidy Revenue in
Column 4 that will come from Funds Earmarked by the Funding
Source for Purchasing Capital Equipment. Also include the
portion of Local Funds earmarked as Match related to the
Purchase of Capital Equipment if a match amount is required by
the Funding Source.

Worksheet for Program-wide Rates

CTC: Big Bend Transit, I Version 1.4
County: Taylor

1. Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips (GREEN cells) below

Do **NOT** include trips or miles related to Coordination Contractors!

Do **NOT** include School Board trips or miles UNLESS.....

INCLUDE all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!

Do **NOT** include trips or miles for services provided to the general public/private pay UNLESS..

Do **NOT** include escort activity as passenger trips or passenger miles unless charged the full rate for service!

Do **NOT** include fixed route bus program trips or passenger miles!

PROGRAM-WIDE RATES

Total Projected Passenger Miles = 152,720

Rate Per Passenger Mile = \$ 3.43

Total Projected Passenger Trips = 11,409

Rate Per Passenger Trip = \$ 45.97

Fiscal Year

2016 - 2017

Avg. Passenger Trip Length = 13.4 Miles

Rates If No Revenue Funds Were Identified As Subsidy Funds

Rate Per Passenger Mile = \$ 4.23

Rate Per Passenger Trip = \$ 56.61

Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"

Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

Vehicle Revenue Miles (VRM)

The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

Deadhead
Operator training, and
Vehicle maintenance testing, as well as
School bus and charter services.

Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.

Worksheet for Multiple Service Rates

CTC: Big Bend Transl Version 1.4
County: Taylor

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION I: Services Provided

1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....

| Ambulatory | Wheelchair | Stretcher | Group |
|---|---|---|---|
| <input checked="" type="radio"/> Yes | <input checked="" type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes |
| <input type="radio"/> No | <input type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No |
| Go to Section II for Ambulatory Service | Go to Section II for Wheelchair Service | STOP! Do NOT Complete Sections II - V for Stretcher Service | STOP! Do NOT Complete Sections II - V for Group Service |

SECTION II: Contracted Services

1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?....

| Ambulatory | Wheelchair | Stretcher | Group |
|--|--|--|--|
| <input type="radio"/> Yes | <input type="radio"/> Yes | <input checked="" type="radio"/> Yes | <input type="radio"/> Yes |
| <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input type="radio"/> No | <input checked="" type="radio"/> No |
| Skip # 2, 3 & 4 and Go to Section III for Ambulatory Service | Skip # 2, 3 & 4 and Go to Section III for Wheelchair Service | Do NOT Complete Section II for Stretcher Service | Do NOT Complete Section II for Group Service |

2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?.....

| Ambulatory | Wheelchair | Stretcher | Group |
|-------------------------------------|-------------------------------------|--|--|
| <input type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes |
| <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No |
| Leave Blank | Leave Blank | Do NOT Complete Section II for Stretcher Service | Do NOT Complete Section II for Group Service |

3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?
How many of the total projected Passenger Miles relate to the contracted service?
How many of the total projected passenger trips relate to the contracted service?

Effective Rate for Contracted Services:
per Passenger Mile =
per Passenger Trip =

| Ambulatory | Wheelchair | Stretcher | Group |
|--|--|--|--|
| <input type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes |
| <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No |
| Go to Section III for Ambulatory Service | Go to Section III for Wheelchair Service | Do NOT Complete Section II for Stretcher Service | Do NOT Complete Section II for Group Service |

4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above =
Rate per Passenger Mile for Balance =

| Combination Trip and Mile Rate | | | |
|--|--|--|--|
| <input type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes |
| <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No |
| Leave Blank and Go to Section III for Ambulatory Service | Leave Blank and Go to Section III for Wheelchair Service | Do NOT Complete Section II for Stretcher Service | Do NOT Complete Section II for Group Service |

Worksheet for Multiple Service Rates

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

CTC: Big Bend Transl Version 1.4
County: Taylor

SECTION III: Escort Service

1. Do you want to charge all escorts a fee?.....

☐ Yes
☒ No
Skip #2 - 4 and
Section IV and
Go to Section V

2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR

per passenger mile?.....

☒ Pass Trip Leave Blank
☐ Pass Mile

3. If you answered Yes to # 1 and completed # 2, for how many of the projected
Passenger Trips / Passenger Miles will a passenger be accompanied by an escort?

Leave Blank

4. How much will you charge each escort?.....

Leave Blank

SECTION IV: Group Service Loading

1. If the message "You Must Complete This Section" appears to the right, what is the projected total
number of Group Service Passenger Miles? (otherwise leave blank).....

Do NOT
Complete
Section IV

..... And what is the projected total number of Group Vehicle Revenue Miles?

Loading Rate
0.00 to 1.00

SECTION V: Rate Calculations for Multiple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically

- * Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above
- * Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

Projected Passenger Miles (excluding totally contracted services addressed in Section II) = 162,720

Rate per Passenger Mile =

| RATES FOR FY: 2016 - 2017 | | | | |
|---------------------------|-------------|-------------|---------------|-----------|
| Ambul | Wheel Chair | Stretcher | Group | |
| | | Leave Blank | Leave Blank | |
| | | | 0 | |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | per passenger | per group |

Does Not = Total Projected Passenger Miles, with
adjmt. for contracted services

Projected Passenger Trips (excluding totally contracted services addressed in Section II) = 11,409

Rate per Passenger Trip =

| Ambul | Wheel Chair | Stretcher | Group | |
|---------|-------------|-------------|---------------|-----------|
| | | Leave Blank | Leave Blank | |
| 8,845 | 2,564 | | | |
| \$39.61 | \$67.90 | \$0.00 | \$0.00 | \$0.00 |
| | | | per passenger | per group |

2. If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,...

...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =

Rate per Passenger Mile for Balance =

| Combination Trip and Mile Rate | | | | |
|--------------------------------|-------------|-------------|---------------|-----------|
| Ambul | Wheel Chair | Stretcher | Group | |
| | | Leave Blank | Leave Blank | |
| | | | | \$0.00 |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | per passenger | per group |

Rate per Passenger Mile =

Rate per Passenger Trip =

| Rates if No Revenue Funds Were Identified As Subsidy Funds | | | | |
|--|-------------|-----------|---------------|-----------|
| Ambul | Wheel Chair | Stretcher | Group | |
| #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| | | | per passenger | per group |
| Ambul | Wheel Chair | Stretcher | Group | |
| \$48.78 | \$81.81 | \$0.00 | \$0.00 | \$0.00 |
| | | | per passenger | per group |



TAYLOR COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD BY-LAWS 2015 – 2016

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

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

Section 1: Preamble

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

Section II: Name and Purpose of Board

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

Section III: Membership, Appointment, Term of Office, and Termination of Membership

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

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

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.

4. A person over sixty (60) years of age representing the elderly in the county.
5. A person recommended by the local Veterans Service Officer representing the Veteran's in the County.
6. A local representative for children at risk.
7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Regional Workforce Development Board (Career Source of North Florida.)
9. A representative of the local medical community (local health department, hospitals, assisted living facilities, etc.)
10. A person representing the disabled of the county.
11. A representative of the public education community which could include but not be limited to, a representative of the local School Board, Headstart, or school transportation services.
12. A person representing the economically disadvantaged in the county.
13. Two citizen advocate representatives in the County, one whom must be a person who uses the transportation services of the system as their primary means of transportation.
14. A representative of the Florida Agency for Health Care Administration.

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

C. Non-voting Members. Additional non-voting members may be appointed by the Board of County Commissioners.

D. Terms of Appointment. Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms.

E. Termination of Membership. Any member of the Board may resign at any time by notice in writing to the LCB Chairman. If the member is from an Agency required by the Florida Commission for the Transportation Disadvantaged, the Agency shall be responsible for appointing a new member and their alternate. The Planning Grant Coordinator shall be notified by the Agency as to the new appointment(s). Attendance is required at scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend two (2) consecutive meetings with an unexcused absence. As required by the Planning Agency Operating Guidelines, the County shall notify the Florida Commission for the Transportation Disadvantaged if any agency voting member or their alternate fails to attend two consecutive meetings. The Taylor County LCB will follow the Advisory Committee Attendance Policy approved by the Taylor County Board of Commissioners and guidelines of the Florida Commission for the Transportation Disadvantaged.

SECTION IV: OFFICERS AND DUTIES

- A. Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.
- B. Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction; the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be the appointee of the Taylor County Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.
- C. Vice Chairperson.** The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. The organizational meeting is held at the 4th quarter meeting in (June) to elect a Vice – Chairperson for the upcoming new fiscal/grant reporting year.

SECTION V: BOARD MEETINGS

- A. Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June in concurrence with the State of Florida and Commission for the Transportation Disadvantaged fiscal year.
- B. Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.
- C. Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 51% of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. Roll Call votes will be held and documented when so needed. As required by Chapter 286.012, all Board members, including the Chairperson of

the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote is taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

- D. Notice of Meetings.** Notices and tentative agenda packages shall be sent to all Board Members, other interested parties, and the news media at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

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

SECTION VII: BOARD DUTIES

- A. Board Duties.** The Local Coordinating Board member duties shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.
1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Coordinators files.
 2. Review and approve the selection of the Community Transportation Coordinator (CTC) and the Memorandum of Agreement between the CTC and the TD Commission.
 3. Review and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP.
 4. On a continuing basis, evaluate services provided under the approved designated service plan. Annually evaluate the Community Transportation Coordinator's (CTC) performance in general and relative to the Commission for the Transportation Disadvantaged standards and the current service plan elements. Recommendations in reference to the CTC shall include, at a minimum, an evaluation of competition, and cost and availability based on modules contained within the State Commission's Workbook for Community Transportation Coordinators and Providers in Florida.

5. In cooperation with the Coordinator, review and provide recommendations and assistance as needed to the State Commission and the Board of County Commissioners on applications for local, state, or federal funds relating to transportation of the transportation disadvantaged in the County and ensure that any expenditures within the County are provided in the most cost effective and efficient manner.
6. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners shall be followed.
7. Review coordination strategies for service provision to the transportation disadvantaged in the county to seek innovative ways to improve cost effectiveness, efficient, safety, hours, and types of service to increase ridership to a broader population. Such strategies should also encourage multi-county and regional transportation service agreements between area coordinators and adjacent counties when it is appropriate and cost effective to do so.
8. Assist the Community Transportation Coordinator in establishing priorities with regard to the recipients of transportation disadvantaged services that are purchased through the Transportation Disadvantaged Trust Fund.
9. Annually review coordination contracts to advise Coordinator whether the continuation of said contract provides the most cost effective and efficient transportation available.
10. Annually review all transportation operator contracts as to the effectiveness and efficiency of the transportation operator and recommend approval or disapproval of such contracts to the Coordinator.
11. Annually hold a public hearing for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
12. Annually review and approve of the Annual Operations Report (AOR) prepared by the Community Transportation Coordinator.
13. Annually approve Actual Expenditure Report (AER) prepared by the Planning Coordinator and Community Transportation Coordinator.

Section VIII: Committees

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



**Transportation
Disadvantaged**

January 28, 2016

Rick Scott
Governor

David Darm
Chairperson

Mike Willingham
Vice Chairperson

Steven Holmes
Executive Director

Mr. Shawn Mitchell
Big Bend Transit, Inc.
Post Office Box 1721
Tallahassee, FL 32302

**RE: Taylor County Community Transportation Coordinator Designation
Memorandum of Agreement #TD-1638**

Dear Mr. Mitchell:

Congratulations! At the January 21, 2016, Commission for the Transportation Disadvantaged business meeting, the Commission approved Big Bend Transit, Inc., to serve as the Community Transportation Coordinator for Taylor County. This designation is effective July 1, 2016 through June 30, 2021. Please execute the enclosed Memorandums of Agreement and return both original copies to our office. We will return one fully executed Agreement for your records.

The Commission for the Transportation Disadvantaged appreciates your continued support and participation in the coordinated transportation system of Taylor County. If you have any questions or need any additional information, please contact Shaun K. Williams at (850) 410-5718.

Sincerely,

Shaun K. Williams, F.C.C.M.
Area 2 Project Manager

/skw

Enclosure: Memorandums of Agreement

cc: Ms. Melody Cox (letter only)

Melody Cox

From: Zeruto, Dan <Dan.Zeruto@dot.state.fl.us>
Sent: Friday, April 29, 2016 9:41 AM
To: Shawn Mitchell; Eric Landis
Cc: Melody Cox; Powers, Sheri
Subject: Taylor County 2016-17 Rate Model Approved
Attachments: Taylor 2016-17 RateModel Approved.xls

Good Afternoon Shawn,

I have reviewed the corrections and adjustments made to the attached 2016-17 Rate Model Calculation Spreadsheet for some of the most common procedural and utilization errors. Items previously noted have been addressed and it is approved for further review at the local level as appropriate. My review and opinion does not confirm the validity or accuracy of any financial or operational data elements that have been entered, nor does it address the reasonableness of the unsubsidized cost of services.

By copy of this email, I am advising your planning agency on our completion of this effort and the readiness to advance the spreadsheet to the LCB for approval and inclusion in the TDSP update.

When the time comes, I will produce your T/E grant contract with the passenger trip rates from this spreadsheet presuming no further changes by the LCB.

| | | Ambul | Wheel Chair | Stretcher Leave Blank | Leave BI |
|---|--------|---------|-------------|--------------------------|----------|
| Projected Passenger Trips (excluding totally contracted services addressed in Section II) = | 11,409 | 8,045 | 2,564 | | |
| Rate per Passenger Trip = | | \$39.61 | \$67.90 | \$0.00 | \$0 |
| | | per pr: | | | |

Thank you,

Daniel Zeruto

Area 3 Project Manager
Florida Commission for Transportation Disadvantaged
605 Suwannee St., MS 49
Tallahassee, FL 32399-0450
Phone 850-410-5704
Fax 850-410-5752
Email: dan.zeruto@dot.state.fl.us



Join us on Facebook or on the web.

Meeting Minutes

| | |
|---|--------------------------|
| Team: Local Coordinating Board for the Transportation Disadvantaged | |
| Process/Project: Quarterly Meeting | Date: 6/16/16 |
| | Time: 1:00 PM |
| | Place: BOCC Meeting Room |

| | |
|--|---|
| Team Leader: T. Copeland | Meeting Facilitator: Vice Chairman Theresa Copeland |
| Team Members and Other Attendees: See attached sign in sheet | |
| | |

| Agenda: Key Discussion Points | Outcomes (Decisions, Action Items) | Motion | Second |
|---|--|------------|---------------|
| Topic 1: Board to approve agenda with the addition of approval of the BBT 2016-2017 Rate Model Spreadsheet. | Agenda was amended to discuss and approve the 2016-2017 Rate Model Spreadsheet prepared by BBT and submitted to the TD Commission and to discuss & approve the CTC Evaluation for FY 15-16. Passed by unanimous vote. | S. Collins | K. Lutz |
| Topic 2: Board to approve minutes from the March 24, 2016 meeting. | Minutes from the March 24, 2016 meeting were approved by unanimous vote. | S. Collins | S. Hathcock |
| Topic 3: BBT 2016-2017 Rate Model Spreadsheet. | The Rate Model Spreadsheet was discussed as the LCB had several questions on rates. Shawn Mitchell of BBT was not available to attend the LCB meeting due to a prior commitment. The LCB did contact S. Mitchell via phone during the meeting and he answered all questions the LCB had. The LCB approved the Rate Model Spreadsheet by unanimous vote. | S. Collins | L. Sunderland |
| Topic 4: 2015-2016 CTC Evaluation. | The LCB reviewed the CTC Evaluation and it was approved by unanimous vote. M. Cox discussed the TDSP update underway and it will be on the next LCB agenda for review and approval. | S. Collins | L. Sunderland |
| Topic 5: Update of 2016-2017 Budget and May 2, 2016 Public Hearing at BOCC meeting. | M. Cox updated the LCB on the success of the May 2, 2016 Public Hearing and the large turnout of citizens in support of the local Transportation Disadvantaged Program. M. Cox thanked Leslee Sunderland for making sure Special Olympics participants attended the public hearing to show the Board support of the program. Though the Board had not yet held budget sessions of FY 2016-2017, they went ahead and voted to fund the Special Olympics transportation program due to the public support of the program and the importance of providing transportation to the participants. | N/A | N/A |
| Topic 6: Set date for 2016-2017 1 st Quarter LCB meeting | The 1st Quarter LCB meeting is set for Thursday, September 29, 2016 at 1:00 PM. | N/A | N/A |
| Topic 7: Big Bend Transit Quarterly Report | Robert Adams of BBT provided a quarterly report on the shuttle ridership. | N/A | N/A |

| | | | |
|--|---|-----|-----|
| Topic 8: Meeting adjournment and LCB Public Hearing was held at 1:30 P.M. | attended this Public Hearing. No additional comments or concerns were received from the public. | N/A | N/A |
| Topic 9: | | | |
| | | | |
| Items for Next Agenda: | TDSP Update 2016-2017 By Laws Approval of Annual AOR and AER. | | |
| Items for Future Agendas: | 2016-2017 Grievance Procedures and Appointment of new LCB members. | | |
| Miscellaneous: | | | |

Contract # ID1238

Effective: 2/29/12 to 6/30/16

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

Big Bend Transit, Inc., Post Office Box 1721, Tallahassee, FL 32302

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

Taylor county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

I. The Coordinator Shall:

- A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
- B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
- C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
- D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan: Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.
2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.

3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
 4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
 5. Reporting accidents involving a vehicle operated within the coordinated transportation system in the coordinator's designated service area. Accidents involving a fatality or fatalities must be reported to the Commission not more than 24 hours after the community transportation coordinator becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over \$1,000 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Commission not more than 72 hours after the community transportation coordinator becomes aware of the accident. Copies of any accident report or reports prepared or received by the community transportation coordinator as a result of any accident must be sent to the Commission upon receipt or preparation of the report.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
 2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal

...approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

- J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- K. Protect Civil Rights by:
 - 1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
 - 2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the

of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
 - 1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
 - 2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
 - 3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
 - 4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child-restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.
11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.
12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on March 22, 2012.



Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR
THE TRANSPORTATION DISADVANTAGED:

Big Bend Transit, Inc.

Agency Name

Edward B. Waters

Typed Name of Authorized Individual

Signature: Edward B. Waters

Title: General Manager

Steve Holmes


Typed Name of Authorized Individual

Signature: Steve Holmes

Title: Executive Director

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Coordinating Board Chairperson

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Typed Name of Authorized Individual

Signature: Edward B. Waters

Title: General Manager

Steve Holmes

Typed Name of Authorized Individual

Signature: Steve Holmes

Title: Executive Director

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing to consider an application for a Mud Bog Special Event at the Iron Horse Mud Ranch site for October 20-23, with attendance expected to be greater than 1,000.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Mud Bog Special Event for more than 1,000 attendees.

Recommendation: Hold public hearing

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: An application was submitted to the planning department on 8/30/16 to hold a Mud Bog Special Event from October 20th through October 23rd at the Iron Horse Mud Ranch site located at 8999 S. US 19. The application states that the expected attendance will be greater than 1,000, which, requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last updated on Monday, 9-23-16.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

| | | | | |
|----------------------------|----------------------------|----------------------------|--------------------------|----------------------------------|
| MALCOLM PAGE District 1 | MARK WIGGINS District 2 | LONNIE HOUCK District 3 | PAM FEAGLE District 4 | PATRICIA PATTERSON District 5 |
|----------------------------|----------------------------|----------------------------|--------------------------|----------------------------------|



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone-
(850) 838-3549 Fax

JACK BROWN, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG DATE: 05/02/2016

APPLICANT NAME: Wells Mud Ranch DBA Iron Horse Mud Ranch

MAILING ADDRESS: P.O. Box 203 Rush, Kentucky 41168

PROPERTY OWNER: Rt. 207 Properties, LLC

PROPERTY ADDRESS: 8999 US 19 South, Perry, FL 32348

PHONE#: 813-909-3288 PARCEL #: 8744-350, 8744-200,
8744-050, 8743-200

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|------------------------------|--------------------------|
| 1. <u>Rt. 207 Properties</u> | 2. <u>Andyland, LLC</u> |
| 3. <u>Sandra Laura Lee</u> | 4. <u>Jack Fernandez</u> |
| 5. <u>Martin Ellison</u> | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S): 10/20-10/23 START: Thursday END: Sunday

EVENT DATE(S): _____ START: _____ END: _____

EVENT DATE(S): _____ START: _____ END: _____

EVENT DATE(S): _____ START: _____ END: _____

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1000+ MAXIMUM ATTENDANCE: No way to Determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY _____
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Murray's Septic 850-672-0103

ATTACH THE FOLLOWING

1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Written consent allowing entry at any time during the event by any County or State Officer in the performance of his or her duties.
9. Four copies of a map drawn to scale of at least 1" = 400', showing:
 - a. Property location;
 - b. Location of highways, roads, lots and lands within 660 feet activity;
 - c. Location of parking area and all incidental uses;
 - d. All interior access ways;
 - e. Access to the property;
 - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.

ADJOINING PROPERTY PROTECTION AGREEMENT

I, Shannon Wells, as managing member of Rt. 207 Properties, owner of the property described as follows:

Address: 8999 US HWY 19 South, Perry, FL 32347

Section: 3 Township: 6S Range: 8E Parcel#: 8744-350, 8744-200, 8744-050, 8743-200

I agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant/owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event on the 20th-23rd day of October, 2016, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

DATED this 5th day of May, 20 16

Nancy G. H. H.
WITNESS
Shannon Wells
WITNESS

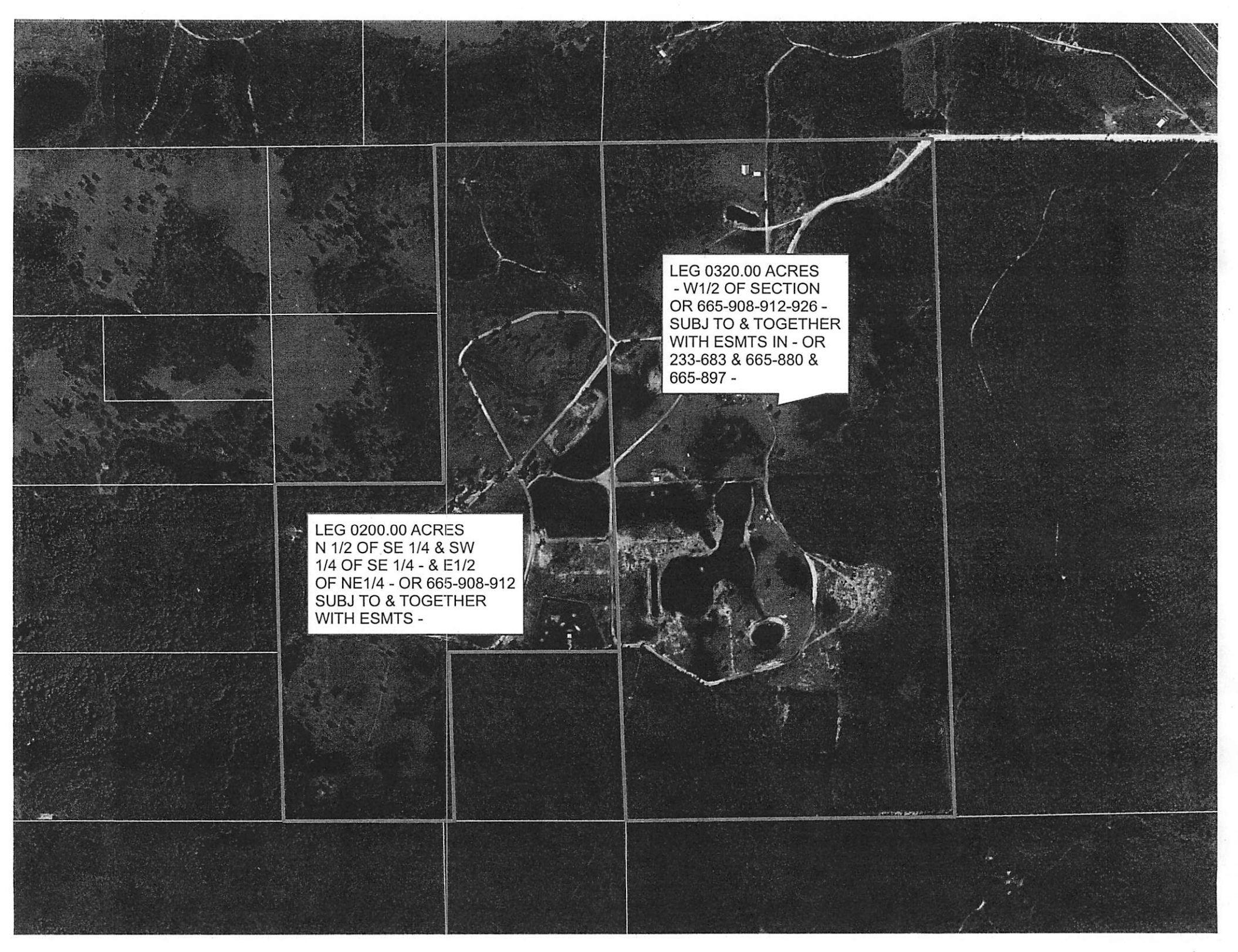
X [Signature]
OWNERS NAME
Shannon Wells
APPLICANT'S NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Shannon Wells, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 5th day of May, 20 16.



Tonya Armstrong 487555
NOTARY PUBLIC
My Commission Expires:



LEG 0320.00 ACRES
- W1/2 OF SECTION
OR 665-908-912-926 -
SUBJ TO & TOGETHER
WITH ESMTS IN - OR
233-683 & 665-880 &
665-897 -

LEG 0200.00 ACRES
N 1/2 OF SE 1/4 & SW
1/4 OF SE 1/4 - & E1/2
OF NE1/4 - OR 665-908-912
SUBJ TO & TOGETHER
WITH ESMTS -

RELEASE AND HOLD HARMLESS AGREEMENT

I, Shannon Wells, as Managing Member of Rt. 207 Properties, owner of the property described as follows:

Address: 8999 US HWY 19 South, Perry, FL 32348

Section: 3 Township: 6S Range: 8E Parcel#: 8744-350, 8744-
200, 8744-050,
8743-200

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever, which may result from or be in any way connected or related to the event on the 20th-23rd day of October, 2016.

This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property.

DATED this 5th day of May, 2016

Danay Gull
WITNESS

Shannon Wells
Shannon Wells, as managing member of Rt.
207 Properties

Shannon Wells
WITNESS

Shannon Wells
OWNERS NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Shannon Wells, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 5th day of May, 2016.



Tonya Armstrong 487555
NOTARY PUBLIC
My Commission Expires:

F.W. MURRAY'S SEPTIC
P.O. BOX 1328
PERRY, FLORIDA 32348
850-672-0103
May 5, 2016

TO WHOM IT MAY CONCERN:

We propose to provide any and all sanitation needs for Iron Horse Mud Ranch, located on South Highway 19 during the following events October 20-23, 2016. This will include any and all portable toilets and service that is required.

If you have any questions, feel free to contact me directly.

Sincerely,
F.W. Murray
Owner



CERTIFICATE OF LIABILITY INSURANCE

IRONH-1

OP ID: DH

DATE (MM/DD/YYYY)

10/07/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Garrett-Stotz Company 1601 Alliant Avenue Louisville, KY 40299 Chris von Allmen | | CONTACT NAME: Donna Hellinger PHONE (A/C, No, Ext): 502-415-7000 E-MAIL ADDRESS: dhellinger@garrett-stotz.com FAX (A/C, No): 502-415-7001 | |
| INSURED Iron Horse Mud Ranch, LLC PO Box 203 Rush, KY 41168 | | INSURER(S) AFFORDING COVERAGE INSURER A: The Burlington Insurance Co. INSURER B: James River Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 23620 | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | HGL0042294 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 OTHER: \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| | OTHER: | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | 00059523-3 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ -0- | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: Iron Horse Mud Ranch, 8999 US Hwy 19 S, Perry FL 32348

CERTIFICATE HOLDER**CANCELLATION**Taylor Co. Board of
Commissioners
201 East Green Street
Perry, FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sheriff



L.E. "BUMMY" WILLIAMS – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347

850-584-4225 • 1-800-800-4740

Dispatch 1-800-669-7123

August 25, 2016

To Whom It May Concern:

The Taylor County Sheriff's Office will provide security on October 20th, 21st, 22nd and 23rd of 2016 as requested by Trey Howard for the Iron Horse Mud Bog.

Thank You,

A handwritten signature in blue ink that reads "Lt. Buddy Lee". The signature is written over a horizontal line.

Lt. Buddy Lee

Taylor County Sheriff's Office



A partnership with Tallahassee Memorial HealthCare



Date: 8/25/2016

Ref: Iron Horse Mud Ranch Mud Bogs

Mr. Wells,

This letter is to verify that Doctor's Memorial Hospital EMS will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the following dates in 2016:

October 20th

October 21st

October 22nd

October 23rd

This coverage will include a dedicated unit for the duration of each event. Due to increasing demands on the EMS crew covering this event, we may be scheduling a third crewmember for the 20th 21st and 23rd during peak hours.

Please feel free to contact me for more information.

Sincerely,

Albert "Mac" Leggett

EMS Director

Doctors Memorial Hospital

(850) 584-2227

3-28 2011

Re: Wells Mud Ranch LLC; D.B.A. Iron horse Mud Ranch

Letter of consent for county or state officer

This letter is to provide written consent that Iron Horse mud Ranch will allow entrance to any county or state officer to the Iron horse mud ranch to perform his or her Duties.

Iron horse mud Ranch

Shannon Wells AS MMOF ~~REPORT~~ 2017 prep

Shannon Wells

PLACE BUSINESS CARD HERE



Franchised
area

Service Agreement

| A. CUSTOMER SITE INFORMATION | | | | | | | | | | |
|---|--------------|----------|--------------------------------|---------------------------|-------------|---|--------|--------------------------|------------|----------------------------|
| Site Name: <u>Iron Horse Mud Ranch</u> | | | | Customer Class: <u>FL</u> | | Effective Date: <u>4/25/2011</u> | | Account #: <u>026290</u> | | |
| Service Address: <u>8999 US Hwy 195</u> | | | | | | Service Area: <u>Taylor</u> | | Salesperson: | | |
| City/State: <u>Perry FL</u> | | | | Zip Code: <u>32348</u> | | Contact Name: <u>Rusty</u> | | | | |
| Email: | | | Telephone: <u>813 943 9811</u> | | | Fax: | | Mobile: | | |
| B. BILLING INFORMATION | | | | | | | | | | |
| Billing Name: | | | | | | P.O. # Required? <u>Y / N</u> | | | | |
| Billing Address: <u>PO Box 203</u> | | | | | | Billing Cycle: <u>FL</u> | | Customer Deposit: | | |
| City/State: <u>Rush NY</u> | | | | Zip Code: <u>41168</u> | | Contact Name: | | | | |
| Email: | | | Telephone: | | | Fax: | | Mobile: | | |
| C. EQUIPMENT / SERVICE SPECIFICATIONS | | | | | | | | | | |
| Qty | Service Type | Material | Size | Freq. | Compact Y/N | Locks | Wheels | Gates | Rate | Schedule |
| 1 | FL | SW | 4 | 1x | | | | yes | 96.90 | Month Haul S M (T) W T F S |
| | | | | | | | | | Month Haul | S M T W T F S |
| | | | | | | | | | Month Haul | S M T W T F S |
| | | | | | | | | | Month Haul | S M T W T F S |
| | | | | | | | | | Month Haul | S M T W T F S |
| D. ADDITIONAL FEES | | | | | | | | | | |
| Delivery: <u>50</u> | | | | Removal: | | Locks/Casters: | | | | |
| Container Rental: | | | | | | Franchise Fee: | | | | |
| Disposal: | | | | | | Fuel/Environmental: | | | | |
| Extra Pickup: <u>55.00</u> | | | | | | *A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. | | | | |
| Special Services: | | | | | | | | | | |

Other Instructions: _____

Special Service: _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

Customer Signature

Date

Waste Pro Representative

Date

Print Name

TERMS & CONDITIONS ON THE REVERSE

WASTE PRO ~~TEMPORARY~~ ROLL OFF SERVICE AGREEMENT

P.O. Box 380
Midway, FL 32343
www.wasteprousa.com

Phone # 850-581-0800
Fax # 850-531-0800

| | | |
|------------------------------|---------------------------------|----------------------|
| Company <u>Waste Pro 110</u> | Service Area <u>Taylor</u> | Terms <u>30 days</u> |
| Salesperson <u>Francis</u> | Effective Date <u>9/14/2011</u> | P.O. # _____ |
| Class <u>Roll off</u> | Bill Cycle _____ | Acct # <u>026298</u> |

CUSTOMER INFORMATION

| | |
|---------------------------------------|--------------------------------|
| Site Name <u>Iron Horse Mud Ranch</u> | Billing Name _____ |
| Contact <u>Quincy</u> | Contact _____ |
| email _____ | email _____ |
| Address <u>8999 US Hwy 19 S</u> | Address <u>P.O. Box 203</u> |
| Address 2 _____ | Address 2 _____ |
| City, Zip <u>Gunn FL 32348</u> | City, Zip <u>Rush KY 41168</u> |
| Phone # <u>813 943 7811</u> | Phone # _____ |
| Fax # _____ | Fax # _____ |
| Mobile # _____ | Mobile # _____ |

CUSTOMER ORDER, INFORMATION & CHARGES

| | | |
|---|----------------------------------|---|
| Quantity <u>1</u> | Delivery Charge _____ | C.O.D./Charge _____ |
| Size <u>20</u> | Haul Charge <u>230.00</u> | Maintenance Charge _____ |
| Material <u>SLD</u> | Disposal Charge <u>58.75/TON</u> | Deodorizing Charge _____ |
| Est. # Loads _____ | Flat haul Charge _____ | Fuel Surcharges _____ |
| Length of Job _____ | Trip Charge _____ | Inactivity Fee <u>\$100 PER 30 DAYS NON USE</u> |
| Closest intersection or landmark: _____ | | |
| Other Instructions: _____ | | |
| _____ | | |
| _____ | | |

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER

Authorized Signature _____

Date _____

Representative Signature Francis 9/19/2013

Site _____

Name (Print or Type) _____

Contractor Approval _____

SPECIAL EVENT WAIVER

DATE: 9/20/11

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

J. M. ELLISON

Print Name

J M Ellison

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

ATTENTION GARY WELLS

DATE: 3/9/2011 SPECIAL EVENT WAIVER Event must be a mini.
of 450 feet. (Four hundred fifty feet) awa
from my property.

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.
Andrew KOTSAFIS [Signature]
Print Name Signature
Andy Landy, LC

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name Signature

606 9280093

SPECIAL EVENT WAIVER

DATE: 8-10-11

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Jack Fernandez
Print Name

Jack Fernandez
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 650 feet of my property.

At 207 PROPERTIES
Print Name

M. W. B.

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

SANDRA LAURA LEE
Print Name

S. Laura Lee

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

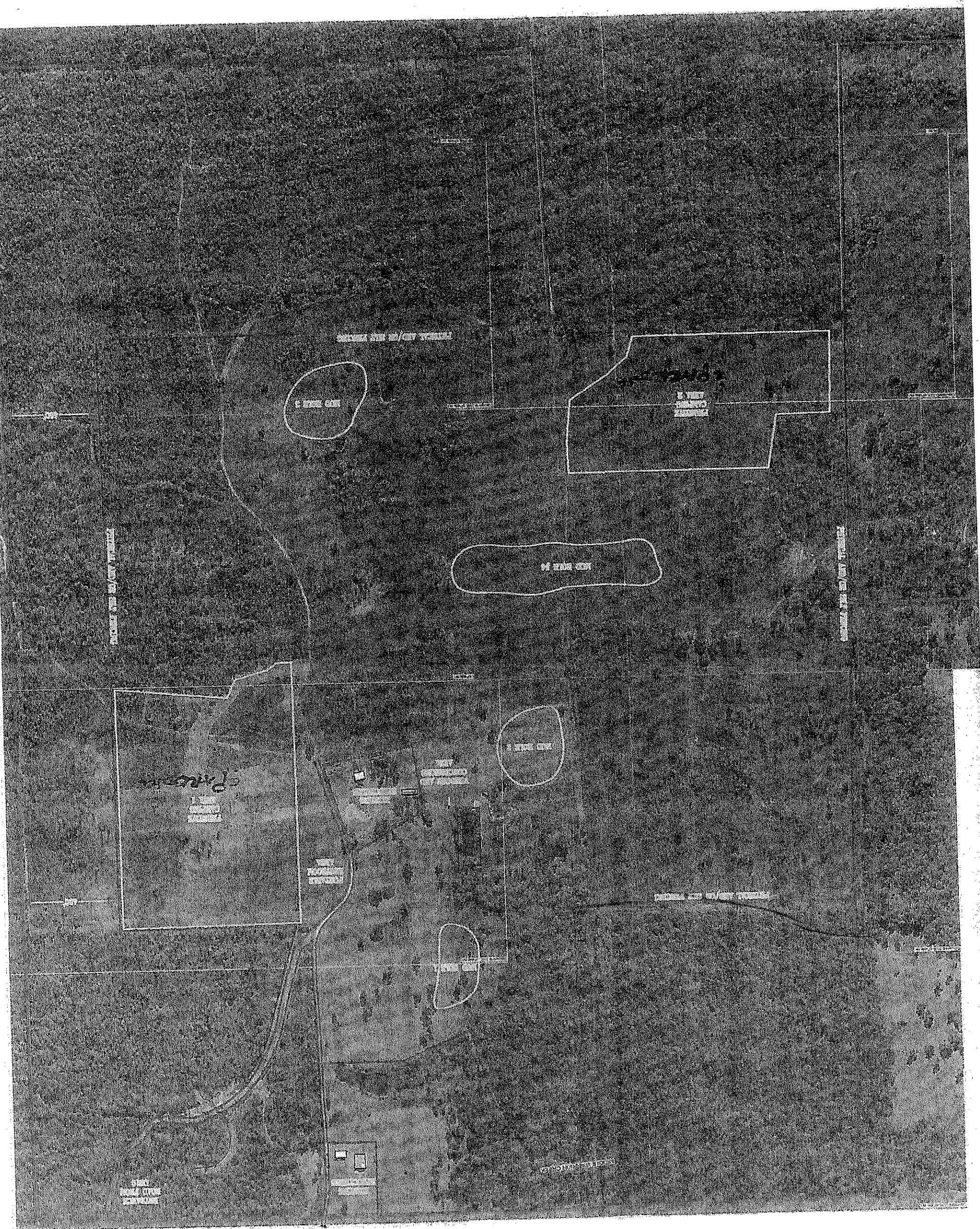
SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 650 feet of my property.

Print Name

Signature



MUD BOG CHECKLIST

EVENT NAME: IRON HORSE 2016

| | | |
|-----|--|---|
| 1. | APPLICANTS NAME | ✓ |
| 2. | PHYSICAL LOCATION | ✓ |
| 3. | LEGAL DESCRIPTION | ✓ |
| 4. | WAIVER FROM ADJOINING PROPERTY OWNERS | ✓ |
| 5. | DATE & HOURS OF EVENT | ✓ |
| 6. | MAXIMUM ATTENDANCE | ✓ |
| 7. | SECURITY STATEMENT | ✓ |
| 8. | AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature) | ✓ |
| 9. | MAP OF PROPERTY | ✓ |
| 10. | PROPERTY WITHIN 660 FEET OF EVENT | ✓ |
| 11. | LOCATION OF PARKING | ✓ |
| 12. | LIST OF OWNERS WITHIN 660 FEET | ✓ |
| 13. | OWNER STATEMENT | ✓ |
| 14. | HOLD HARMLESS & ENTRY CONSENT STATEMENT | ✓ |
| 15. | WASTE HAULER STATEMENT | ✓ |
| 16. | INSURANCE STATEMENT <i>expires 10-1-16</i> | ✓ |
| 17. | SANITARY FACILITY PROVIDER STATEMENT | ✓ |
| 18. | FIRE PROTECTION STATEMENT (signed by Fire Chief) | |

dated 2011

Entry Consent 3-28-2011

Noted Franchise area

COMPLETED BY: W D Griner
William D. (Danny) Griner

DATE: 9-23-16

HOW TO APPLY

The Florida Coastal Management Program (FCMP) will publish the Notice of Availability of Funds in the *Florida Administrative Register* (FAR) on September 1, 2016, to request grant applications for COASTAL PARTNERSHIP INITIATIVE (CPI) projects to be funded in FY 2017-18. The Notice will also be posted on the FCMP website (see cover page) and mailed to eligible communities and other potential applicants. [Please contact the FCMP to be added to the CPI mailing list – see contact information below.] Applicants may submit **one** application per grant cycle, i.e., one application per county, municipality, non-profit organization or other eligible entity.

CPI APPLICATION FORM & RULE 62S-4

The CPI Application Form is incorporated in Rule 62S-4, FAC. The form includes all sections to be completed and indicates the maximum possible points for each section. Please note: Non-profits are not eligible to receive FCMP funds for habitat restoration, invasive exotic species removal, construction activities, or land acquisition, although an eligible local government that receives FCMP funds may contract with an NPO to conduct these activities.

CPI FUNDING AMOUNTS

- Up to \$15,000 for non-construction projects, e.g., plans, designs, coordination activities; or
 - Up to \$30,000 for construction projects, which includes exotic species removal, habitat restoration (for wetlands, dunes, natural shorelines, oyster reefs, seagrasses), and land acquisition.
 - Applicants may not request FCMP funds for both non-construction and construction activities in their CPI application.
 - \$10,000 is the minimum amount of funds that may be requested.
- Recipients must provide 100% (1:1) cash or in-kind matching funds in the form of supplies and/or services that directly benefit the specific grant project. Federal funds may not be used as match.

TIMELINE

CPI applications are due 60 days after the Notice of Availability of Funds is published in the *FAR*. The grant cycle for funded FY17-18 CPI projects will be July 1, 2017 through June 30, 2018. In Spring 2017, the FCMP will publish the list of selected CPI projects included in its annual application to NOAA. NOAA's final decision on the FCMP's application is expected in June or July 2017.

For more information, or to request a copy of the Notice of Availability of Funds, the CPI Application Form or Rule 62S-4, please contact Toni R. Clanton at (850) 245-2184; send an email to Toni.R.Clanton@dep.state.fl.us; or visit our website at <http://www.dep.state.fl.us/cmp/grants/>.

Florida Coastal Management Program
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 235
Tallahassee, FL 32399-3000

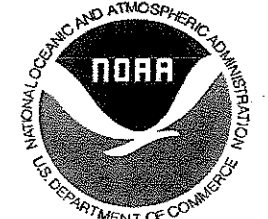
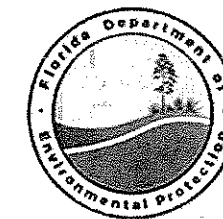
COASTAL PARTNERSHIP INITIATIVE *Grant Opportunity*

2017 – 2018

*Sustaining
Florida's Coastal Communities*

The Florida Coastal Management Program's COASTAL PARTNERSHIP INITIATIVE (CPI) grant opportunity was developed to promote the protection and effective management of Florida's coastal resources. The COASTAL PARTNERSHIP INITIATIVE makes federal funds from the National Oceanic and Atmospheric Administration (NOAA) available to local governments of the 35 coastal counties and all municipalities within their boundaries that are required to include a coastal element in their local comprehensive plan. Florida's public colleges and universities, regional planning councils, national estuary programs and nonprofit organizations (NPO) may also apply if an eligible local government agrees to participate as a partner.

This brochure provides an overview of the COASTAL PARTNERSHIP INITIATIVE, describes each funding category, and summarizes the grant application process.



<http://www.dep.state.fl.us/cmp/grants/>

WORKING WATERFRONTS

The COASTAL PARTNERSHIP INITIATIVE's *Working Waterfronts* priority area is designed to assist communities with waterfront revitalization. Specifically, this initiative aims to support projects that enhance and sustain traditional waterfront communities while addressing public access, resource protection and hazard mitigation issues.

Projects that could be considered for funding under the *Working Waterfronts* priority area include:

- ♦ Creating community redevelopment plans for water-dependent businesses
- ♦ Developing an architectural vision plan for a waterfront district
- ♦ Developing an economic master plan to spur waterfront-dependent and related businesses
- ♦ Constructing a waterfronts educational kiosk or installing way finders*
- ♦ Developing plans for, or, constructing a boardwalk, trail or observation platform along the public waterfront*
- ♦ Developing a hazard mitigation plan for working waterfront properties
- ♦ Implementing waterfront visioning plans
- ♦ Planning/identifying off-water locations for seafood processing facilities and new public waterfront access

RESILIENT COMMUNITIES

Florida communities have an opportunity to receive funds to prepare for, and respond to, the effects of climate change and natural hazard events and disasters. *Resilient Communities* grant applications may incorporate elements of coastal management, resource restoration and preservation, emergency response and "smart" or "green" community development. To become resilient, communities can prepare to understand potential hazards and implement specific actions to reduce vulnerability to hurricanes, rising sea levels, flooding, climate change and other natural disasters. Examples of projects under the *Resilient Communities* priority include:

- ♦ Conduct vulnerability analyses, risk assessments and climate change adaptation strategies
- ♦ Draft post-disaster redevelopment plans
- ♦ Develop resiliency policies, guidance and best management practices
- ♦ Implement energy efficiency and alternative energy strategies
- ♦ Model coastal effects resulting from sea level rise and climate change
- ♦ Restore coastal wetlands, dunes, shorelines and habitat*

For more information on adaptation tools and planning for climate change, please see:

- ♦ EPA's Climate and Energy Tools and Case Studies available at <http://www.epa.gov/statelocalclimate/index.html>.
- ♦ International Council for Local Environmental Initiatives (ICLEI), Climate Resilient Communities Program.

COASTAL RESOURCE STEWARDSHIP

The goal of this priority area is to promote stewardship and appreciation of fragile coastal resources through local government and community involvement. One of the best ways to inspire conservation and responsible use of Florida's resources is through direct contact with the coastal environment.

The *Coastal Resource Stewardship* priority area supports small-scale, community-based projects that encompass a broad range of activities including volunteer monitoring, wetland restoration, educational field trips and coastal cleanups. The following are some examples of *Coastal Resource Stewardship* projects:

- ♦ Promote "Florida Friendly Landscaping" by establishing demonstration yards* and conducting educational workshops
- ♦ Coordinate a community effort to remove invasive exotic plants, replant native vegetation*, and build awareness of the threat of non-native invasive species
- ♦ Develop and implement programs that promote sustainable stewardship of coastal resources, for example, beach and dune systems and protection of wildlife natural habitats.
- ♦ Conduct a cultural resource survey to promote the understanding and importance of historical resources in coastal communities
- ♦ Organize volunteer activities to clean up shorelines and wetlands
- ♦ Design or construct* a coastal learning center or education facility

ACCESS TO COASTAL RESOURCES

Access to cultural, historical and natural areas is essential to the public's enjoyment and understanding of coastal and marine resources; at the same time, these fragile ecosystems should be protected from overuse and environmental damage. The *Access to Coastal Resources* priority area encourages communities to accommodate public access needs while protecting coastal environments. Projects funded under *Access to Coastal Resources* typically involve small-scale construction and capital improvement projects that enhance public access. Projects must be located on publicly-owned land or on property that is leased in perpetuity for the public's use (for at least 20 years.) The following are examples of activities that could qualify for CPI funding:


- ♦ Design and construct coastal access facilities, e.g., boardwalks, riverwalks, and dune crossovers; fishing piers, overlooks or observation structures; and canoe/kayak/sailboat launches*
- ♦ Design or construct* a hiking trail, or develop a blueways guide for a canoe/kayak trail
- ♦ Acquire land that will be open to public and provides access to coastal resources*
- ♦ Restore shorelines, beaches and dunes impacted by unmanaged and uncontrolled public use*, or which have been degraded by invasive species.
- ♦ Install amenities in coastal public parks – environmental education kiosks, picnic tables, bike racks, benches, signage, or lighting*

*Construction projects, invasive exotic plant removal, habitat restoration, and projects located on undeveloped barrier islands are subject to additional review and approval by NOAA and/or the U.S. Fish & Wildlife Service. Please note:

- ♦ Non-profit groups are not eligible to receive FCMP funds for construction activities, land acquisition, habitat restoration or invasive species removal.
- ♦ Shoreline hardening projects are not eligible for FCMP funds.
- ♦ Infrastructure projects must have a clear coastal management component.



Financial assistance for this publication is provided by a grant from the National Oceanic & Atmospheric Administration's Office of Ocean & Coastal Resource Management awarded under the Coastal Zone Management Act, 1972, as amended.

 Printed on recycled paper

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold public hearing at 6:10 p.m. to receive public input for the possible grant submission to the Coastal Partnership Initiative (CPI) 2016-2017 grant funding cycle. Staff is requesting the Board to consider submitting application for the maximum amount of \$30,000 for the dock rehabilitation project at Steinhatchee Boat Ramp. This will be the only public hearing held by the County for the 2016-2017 CPI grant funding cycle.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Board to hold a public hearing at 6:10 p.m. to receive public input for the possible grant submission to the CPI 2016-2017 grant program. Staff is requesting Board approval to submit application requesting funding assistance for the maximum amount of \$30,000 for the dock rehabilitation project at Steinhatchee Boat Ramp.

Recommended Action: Board to approve moving forward with submitting application to the CPI 2016-2017 grant program requesting \$30,000 to be used for the dock rehabilitation project at Steinhatchee Boat Ramp.

Fiscal Impact: The County will be requesting \$30,000, the maximum allowable amount. The grant has a dollar per dollar match. This is federally funded program and the County will be able to use the funds already set aside for the Florida Boating Improvement Program (FBIP) grant match for this project. No additional funds will be required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded a \$30,000 grant in February 2012 for the Steinhatchee Boat Ramp through the CPI program. That grant provided funding to assist in paving the parking area and construct the picnic pavilion at the boat ramp. The proposed dock rehabilitation project has an estimated

cost of \$303,257 The County has been awarded a FBIP grant in the amount of \$216,240 for the dock rehabilitation project and has approved providing an in kind match of \$15,017 and cash in the amount of \$72,000.

Attachments: Coastal Partnership Initiative information

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HEAR A PRESENTATION BY BARNEY BENNETTE AND BILL HENDERSON REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S COUNTY WORK PROGRAM PRIORITIES, AS AGENDAED BY AMY TUCKER BAULDREE.

MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue:

EACH YEAR, THE FLORIDA DEPARTMENT OF TRANSPORTATION'S REPRESENTATIVES ADDRESS THE BOARD REGARDING THE COUNTY'S WORK PROGRAM PRIORITIES. THE DEPARTMENT SEEKS INPUT FROM THE COUNTY REGARDING HOW TO PRIORITIZE PROJECTS.

Recommended Action:

Fiscal Impact:

NONE

Budgeted Expense:

Submitted By:

AMY TUCKER BAULDREE, FDOT, 386-758-3725

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Margaret Dunn

From: Tucker-Bauldree, Amy <Amy.Tucker-Bauldree@dot.state.fl.us>
Sent: Tuesday, September 6, 2016 4:19 PM
To: Margaret Dunn
Subject: Taylor County Commission Meeting on October 3 @ 6:00 pm

Importance: High



Good Afternoon!!

Mr. Barney Bennette and Mr. Bill Henderson are requesting **Taylor County** to include them on the agenda for an upcoming meeting on **Monday, October 3, @ 6:00 pm.**

Please let me know if this is the correct date and time.

The purpose of the visit is to present the Florida Department of Transportation's County Work Program Priorities.

Thank you.

Amy Tucker-Bauldree

Department of Transportation - District 2
Administrative Assistant
1109 South Marion Avenue
MS 2007
Lake City, Florida 32025-5874
386-758-3725
Amy.Tucker-Bauldree@dot.state.fl.us



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

ALBERT JOHNSON TO ADDRESS THE BOARD REGARDING
"COUNTY ISSUES."



MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue:

**MR. JOHNSON ASKED TO BE PLACED ON THE AGENDA
TO DISCUSS COUNTY ISSUES.**

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

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

THE BOARD TO APPOINT A MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue: THERE ARE TWO APPLICATIONS FOR THE ONE OPENING ON THE BOARD. THE DEADLINE WAS SEPTEMBER 23.

Recommended Action: REVIEW THE APPLICATIONS/APPOINT ONE MEMBER.

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: COUNTY ADMINISTRATOR 838-3500 X 7

Contact:**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

History, Facts & Issues: THE TCRAB IS A SEVEN MEMBER BOARD.

Options:

Attachments: APPLICATIONS FROM ELIZABETH A DIXON (BETH ANNE) AND BRANDON FLETCHER. THE ADVERTISEMENT THAT WAS CIRCULATED SHOWING THE SEPTEMBER 23 DEADLINE FOR APPLICATIONS.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: Elizabeth A. Dixon (Beth Anne)
Address: 610 W Veterans DR
Perry, FL 32347
Phone: Home: 850-843-1700 Work: 850-838-3510 Fax: —
Email: beefy578@mac.com

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

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

Education:

Are you a High School Graduate? ☒ Yes ☐ No

Name of School: Taylor County High School

Address: 900 N Johnson Drilling RD, Perry, FL 32347

Post-Secondary Education:

Name of School: Florida State University

Address: 282 Champions Way, Tallahassee, FL 32306
600 W College AVE, Tallahassee, FL 32306

Technical Training:

Name of School: N/A

Address: N/A

Certificates or Licenses Held:

Please List: N/A

College Courses or Graduate:

Name of School: *Please see Post-Secondary Education*

Address: _____

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

Yes

No

If Yes, please explain:

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

TCRAB member August '13 to present; Perry Soccer Association coach, secretary and treasurer in previous years. Worked for the Clerk of Court in Taylor County August '10 - November '15; currently the Judicial assistant for Judge Blue.

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

I have a unique perspective into the socio-economic backgrounds of many of the citizens of Taylor County and ~~it~~ can assist the Board of County Commissioners in meeting the recreational needs of the present ~~and~~ and future generations of our county.

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

No.

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

Rank/Choice: 2 Soccer: Played in high school and coached for Perry Soccer Association for 3+ years.

Rank/Choice: 5 Football: None.

Rank/Choice: 6 Baseball: None.

Rank/Choice: 1 Softball: Played softball as a child; both parents played as adults in Taylor County.

Rank/Choice: 3 Basketball: My fiancé & I play at the sports complex.

Rank/Choice: 7 Tennis: None.

Rank/Choice: 4 Users of the Trail: I enjoy using the trail when the weather/time permits.

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

No.

12. Further comments:

I've enjoyed serving on the TCRAE
~~community~~ Committee and hope you'll
allow me to continue my service to
the citizens of Taylor County.
Thank you!

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

Applicant Signature: Elizabeth A. Dixon
Print Name: Elizabeth A. Dixon
Date: 8/29/2016

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347, no later than 5:00 PM on July 14th, 2015. Applications may also be faxed to 850-838-3501 or emailed to admin.assist@taylorcountygov.com.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: Brandon Fletcher

Address: 2260 Audrey Johnson Rd.
Perry, FL 32347

Phone: Home: 850-295-4509 Work: 584-7786 Fax: _____

Email: b.fletcher@bigtopshelters.com

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

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

Education:

Are you a High School Graduate? Yes No

Name of School: Taylor County High School

Address: 900 N. Johnson Strippling Rd

Post-Secondary Education:

Name of School: University of Florida

Address: 100 Farrior Hall - 100 Fletcher Drive, Gainesville, FL

Technical Training:

Name of School: _____

Address: _____

Certificates or Licenses Held:

Please List: _____

College Courses or Graduate:

Name of School: University of Florida

Address: _____

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

Yes

No

If Yes, please explain:

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

TCDA

Perry Golf + Country Club

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

Channel Creative energy in Contributing productively in
Strengthening our Countys Rec Dept for the benefit
of our Children + Community.

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

No

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

Rank/Choice: 2 Soccer: Played + Coached at youth level

Rank/Choice: 3 Football: Played + Coached at youth level

Rank/Choice: 1 Baseball: Played + Coached at youth level

Rank/Choice: _____ Softball: _____

Rank/Choice: _____ Basketball: _____

Rank/Choice: _____ Tennis: _____

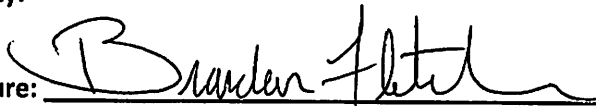
Rank/Choice: _____ Users of the Trail: _____

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

No

12. Further comments:

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

Applicant Signature: 
Print Name: Brandon Fletcher
Date: 8-17-2016

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347, no later than 5:00 PM on July 14th, 2015. Applications may also be faxed to 850-838-3501 or emailed to admin.assist@taylorcountygov.com.

Dear Taylor County Board of County Commissioners and TCRAB,

I want to thank you for the opportunity to serve on the TCAB for the past three years. I have enjoyed working with this board, commissioners, recreation coordinator "Pat Dew", Gary Wambolt, and county administrator "Dustin Hinkle". We have not always agreed on every issue but we have always been able to find common ground to support Taylor County.

As a private citizen, I will continue to attend the TCRAB board meetings and give my input/recommendations the appointed board. I hope my absents from this board will be short lived. At the moment, I have other obligations that will not allow me to fulfill the required duties.

In my absence, I have asked Brandon Fletcher if he would fill out an application for the board's consideration. I have known Brandon for several years and I believe he would make a great addition to the TCRAB. If you have any questions please call me 850-672-9189

Once again I am very thankful for the opportunity to service this community and look forward to coming back real soon!

Sincerely,



David Roberts

3595 Azalea Dr

Perry FL. 32347

Droberts5689@gmail.com

Taylor County Board of County Commissioners is Accepting Applications for

TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) MEMBER

This is a demanding volunteer position that meets regularly to discuss operations of the Taylor County Sports Complex. TCRAB consists of 7 members, each of whom must be a registered voter of Taylor County, as well as being a current resident of the County. Appointees are representatives of all sports played at the County Sports Complex including, but not limited to, soccer, football, baseball, softball, basketball, tennis, and users of the trail.

For more information, or to request an application, please come by the Taylor County Administrative Complex located at 201 East Green Street or visit www.taylorcountygov.com.

Deadline for submission of applications is Friday, September 23rd, 2016 at 5:00 PM. Applications may be delivered to the County Administrator's Office at 201 East Green Street. Applications may also be faxed to 838-3501 or emailed to admin.assist@taylorcountygov.com.

Member selection will be made during the Board of County Commissioners' meeting scheduled for September, 2016.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST FROM THE SUPERVISOR OF ELECTIONS TO APPROVE THE 2016-2017 FEDERAL ELECTION ACTIVITIES GRANT MATCHING FUNDS REQUEST AND TO EXECUTE THE CERTIFICATE OF EQUIPMENT FOR CASTING AND COUNTING BALLOTS, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue:

THE HELP AMERICA VOTE ACT (HAVA) SENDS FEDERAL DOLLARS TO THE STATE OF FLORIDA THAT THE LEGISLATURE THEN AUTHORIZES FOR DISTRIBUTION TO THE COUNTIES. THIS GRANT HAS A REQUIREMENT FOR A 15% MATCH. THIS YEAR THE GRANT MATCH IS \$442.77. ALSO, THE CERTIFICATE OF EQUIPMENT FOR CASTING AND COUNTING BALLOTS MUST BE EXECUTED PRIOR TO RECEIVING HAVA FUNDS. SUCH CERTIFICATE INDICATES TO THE STATE THAT TAYLOR COUNTY HAS PURCHASED A SUFFICIENT AMOUNT OF CERTIFIED VOTING EQUIPMENT TO FACILITATE THE ELECTORS IN THE COUNTY AT THE GENERAL ELECTION.

Recommended Action:

APPROVE THE EXPENDITURE OF THE MATCHING FUNDS AND EXECUTE THE CERTIFICATE OF EQUIPMENT FOR CASTING AND COUNTING BALLOTS.

Fiscal Impact:

\$442.77

Budgeted Expense:

YES

Submitted By:

DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS 838-3516

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Margaret Dunn

From: Dana Southerland <taylorelections@gtcom.net>
Sent: Monday, September 19, 2016 2:13 PM
To: Margaret Dunn
Subject: RE: FEA Grant Request 2016-2017

Absolutely !!!

Dana Southerland

Dana Southerland, CERA, MFCEP
Supervisor of Elections
Taylor County, Florida
State Certified Supervisor of Elections
P O Box 1060
Perry, Florida 32348
Phone: 850.838.3515
Fax: 850.838.3516
Email: taylorelections@gtcom.net
Web: www.taylorelections.com

From: Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]
Sent: Monday, September 19, 2016 1:21 PM
To: Dana Southerland
Subject: RE: FEA Grant Request 2016-2017

Can this wait til Oct 3?

From: Dana Southerland [mailto:taylorelections@gtcom.net]
Sent: Monday, September 19, 2016 12:43 PM
To: Margaret Dunn <margaret.dunn@taylorcountygov.com>
Subject: FEA Grant Request 2016-2017

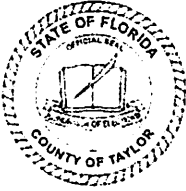
Good Afternoon Margaret,

I have attached a letter for the Board to consider concerning the 2016-2017 Federal Election Activities Grant county matching fund request. I will make sure Annie Mae gets the original once it is placed on an agenda. If you would rather I make the copies for the board just let me know and I will get them right over.

Thank you so much for all your assistance,

Dana Southerland

Dana Southerland, CERA, MFCEP
Supervisor of Elections
Taylor County, Florida
State Certified Supervisor of Elections
P O Box 1060
Perry, Florida 32348
Phone: 850.838.3515
Fax: 850.838.3516
Email: taylorelections@gtcom.net



Dana Southerland

SUPERVISOR OF ELECTIONS

Street Address: 108 N. Jefferson St., Suite 202 • Perry FL 32347

Mailing Address: P.O. Box 1060 • Perry FL 32348-1060

Phone: 850-838-3515 • Fax: 850-838-3516

taylorelections@gtcom.net

September 19, 2016

Board of County Commissioners

Attn: Jody DeVane, Chairman

201 E Green St

Perry, Florida 32347

Re: Federal Election Activities Grant 2016-2017

Dear Board of County of Commissioners:

The 2016 Legislatures appropriated Help America Vote Act (HAVA) funds specifically for federal election activities. Taylor County will be receiving \$2,951.81 from the State as long as the county agrees to match this funding with a 15% matching amount of \$442.77.

As in past years I am willing to absorb this matching amount in my budget and will not be requesting any additional funds from the Board in order to secure this grant. I do however; still need the Chairman of the Board of County Commissioners to execute the attached Certificate Regarding Matching Funds indicating Taylor County's willingness to provide a 15% match as required.

Also, attached you will find a Certificate of Equipment for Casting and Counting Ballots that I would request be executed as well. The Department of State allows counties to use HAVA money to purchase emerging technological equipment to enhance and facilitate the election process.

With the General Election quickly approaching we are excited about the prospects this grant money will have on reaching the voters of this county.

Sincerely,

Dana Southerland

Dana Southerland

Supervisor of Elections

Certificate Regarding Matching Funds

I, _____, Chairman of the Board of County Commissioners of
Taylor County, Florida, do hereby certify that the Board of County Commissioners will
provide a specific county match fund in FY 2016-17 in an amount equal to or greater than 15%
of the amount of the Federal Election Activities grant that the county Supervisor of Elections
receives from the state, which for Taylor County is \$ 442.77 . I understand that if
the Board fails to appropriate the additional matching funds, all funds received from the state
for this grant during the 2016-2017 state fiscal year will be required to be returned to the
Department of State.

Chairman, Board of County Commissioners

Date

Certificate of Equipment for Casting and Counting Ballots

We, Dana Southerland, Supervisor of Elections and

Chairperson of Board of County Commissioners, of
Taylor County, Florida, do hereby certify that prior to the receipt and use of fiscal year
2016-2017 HAVA funds for the purchase of State-approved or certified (whichever is applicable)
emerging or enhancing software or hardware technology as allowable per Attachment A, the
county has purchased and made available sufficient equipment for casting and counting ballots
to meet the needs of the county electors for the next regularly scheduled general election. If
the Florida Department of State determines that there is insufficient equipment for casting and
counting ballots for the next regularly scheduled general election as herein certified, we shall
return the HAVA funds that were used to purchase other emerging or enhancing software and
hardware technology to the State.

Supervisor of Elections

Chairman, Board of County Commissioners

Date

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



PADRAIC JUAREZ, ADMINISTRATOR, TO REQUEST APPROVAL OF THE ANNUAL CORE CONTRACT BETWEEN THE FLORIDA DEPARTMENT OF HEALTH IN TAYLOR COUNTY AND THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS.

MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue:

THIS AGENDA ITEM REQUESTS THE BOARD'S APPROVAL OF THE ANNUAL CORE CONTRACT WITH THE FLORIDA DEPARTMENT OF HEALTH IN TAYLOR COUNTY (DOH-TAYLOR) AND RE-APPROVE THE AUTHORIZED CLINICAL FEE SCHEDULE WITH NO CHANGES.

Recommended Action:

Approve the annual core contract and re-approve the fee schedule.

Fiscal Impact:

None

Budgeted Expense:

Yes

Submitted By:

PADRAIC JUAREZ/CHARLOTTE SORRELL 850-584-5087

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Florida Statutes require annual approval of a core contract between the Board of County Commissioners and the County Health Department. The contract outlines the fiscal and service duties that both the County and the County Health Department will perform.

Options:

Attachments:

Core contract with attachments

**CONTRACT BETWEEN
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
TAYLOR COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2016-2017**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Taylor County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2016.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Taylor County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2016, through September 30, 2017, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 120,804.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 50,000 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Taylor County
1215 North Peacock Avenue
Perry, FL 32347

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year *(This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site).*

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such

compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Taylor County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be

reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2017 for the report period October 1, 2016 through December 31, 2016;
- ii. June 1, 2017 for the report period October 1, 2016 through March 31, 2017;
- iii. September 1, 2017 for the report period October 1, 2016 through June 30, 2017; and
- iv. December 1, 2017 for the report period October 1, 2016 through September 30, 2017.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2017, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Padraic Juarez, MS, REHS
Name
Administrator
Title

For the County:

Jody DeVane
Name
Chairmen
Title

Taylor County Health Department

1215 North Peacock Avenue

Address

850-584-5087

Telephone

Taylor Board of County Commissioner

201 East Green Street

Address

850-3833500

Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 8 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (5 pages), Attachment III (1 pages), Attachment IV (1 pages), and Attachment V (1 pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2016.

**BOARD OF COUNTY COMMISSIONERS
FOR TAYLOR COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Jody DeVane

TITLE: Chairmen

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED BY: _____

NAME: Celeste Philip, MD, MPH

TITLE: Surgeon General and Secretary

DATE: _____

SIGNED BY:  _____

NAME Padraic Juarez, MS, REHS

TITLE: CHD Director/Administrator

DATE: _____

ATTACHMENT I
TAYLOR COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

| <u>Service</u> | <u>Requirement</u> |
|---|--|
| 1. Sexually Transmitted Disease Program | Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384. |
| 2. Dental Health | Periodic financial and programmatic reports as specified by the program office. |
| 3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program) | Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures. |
| 4. Healthy Start/ Improved Pregnancy Outcome | Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department. |
| 5. Family Planning | Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines. |
| 6. Immunization | Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization |

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health
Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program
Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II
TAYLOR COUNTY HEALTH DEPARTMENT
PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

| | Estimated State Share of CHD Trust Fund Balance | Estimated County Share of CHD Trust Fund Balance | Total |
|---|---|--|--------|
| 1. CHD Trust Fund Ending Balance 09/30/16 | | | |
| | 43121 | 249341 | 292462 |
| 2. Drawdown for Contract Year October 1, 2016 to September 30, 2017 | | | |
| | -43121 | 70872 | 27751 |
| 3. Special Capital Project use for Contract Year October 1, 2016 to September 30, 2017 | | | |
| | 0 | 0 | 0 |
| 4. Balance Reserved for Contingency Fund October 1, 2016 to September 30, 2017 | | | |
| | 0 | 320213 | 320213 |

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|---|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|----------------|
| 1. GENERAL REVENUE - STATE | | | | | |
| 015040 CHD - TB COMMUNITY PROGRAM | 4,563 | 0 | 4,563 | 0 | 4,563 |
| 015040 DENTAL SPECIAL INITIATIVE PROJECTS | 5,527 | 0 | 5,527 | 0 | 5,527 |
| 015040 FAMILY PLANNING GENERAL REVENUE | 26,296 | 0 | 26,296 | 0 | 26,296 |
| 015040 PRIMARY CARE PROGRAM | 112,960 | 0 | 112,960 | 0 | 112,960 |
| 015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE | 65,514 | 0 | 65,514 | 0 | 65,514 |
| 015050 CHD GENERAL REVENUE NON-CATEGORICAL | 392,631 | 0 | 392,631 | 0 | 392,631 |
| GENERAL REVENUE TOTAL | 607,491 | 0 | 607,491 | 0 | 607,491 |
| 2. NON GENERAL REVENUE - STATE | | | | | |
| 015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM | 1,676 | 0 | 1,676 | 0 | 1,676 |
| 015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS | 136,481 | 0 | 136,481 | 0 | 136,481 |
| NON GENERAL REVENUE TOTAL | 138,157 | 0 | 138,157 | 0 | 138,157 |
| 3. FEDERAL FUNDS - STATE | | | | | |
| 007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ | 13,571 | 0 | 13,571 | 0 | 13,571 |
| 007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG | 54,200 | 0 | 54,200 | 0 | 54,200 |
| 007000 CMS-MCH PURCHASED CLIENT SERVICES 2014-2015 | 10,000 | 0 | 10,000 | 0 | 10,000 |
| 007000 FAMILY PLANNING TITLE X - GRANT | 46,290 | 0 | 46,290 | 0 | 46,290 |
| 007000 IMMUNIZATION ACTION PLAN | 2,368 | 0 | 2,368 | 0 | 2,368 |
| 007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY | 8,890 | 0 | 8,890 | 0 | 8,890 |
| 007000 MCH SPECIAL PROJCT DENTAL | 2,963 | 0 | 2,963 | 0 | 2,963 |
| 015075 SUPPLEMENTAL SCHOOL HEALTH | 213,245 | 0 | 213,245 | 0 | 213,245 |
| FEDERAL FUNDS TOTAL | 351,527 | 0 | 351,527 | 0 | 351,527 |
| 4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE | | | | | |
| 001020 CHD STATEWIDE ENVIRONMENTAL FEES | 13,247 | 0 | 13,247 | 0 | 13,247 |
| 001092 CHD STATEWIDE ENVIRONMENTAL FEES | 34,627 | 0 | 34,627 | 0 | 34,627 |
| 001206 ON SITE SEWAGE DISPOSAL PERMIT FEES | 2,614 | 0 | 2,614 | 0 | 2,614 |
| 001206 SANITATION CERTIFICATES (FOOD INSPECTION) | 425 | 0 | 425 | 0 | 425 |
| 001206 SEPTIC TANK RESEARCH SURCHARGE | 335 | 0 | 335 | 0 | 335 |
| 001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER | 240 | 0 | 240 | 0 | 240 |
| 001206 DRINKING WATER PROGRAM OPERATIONS | 108 | 0 | 108 | 0 | 108 |
| 001206 TANNING FACILITIES | 63 | 0 | 63 | 0 | 63 |
| 001206 ONSITE SEWAGE TRAINING CENTER | 185 | 0 | 185 | 0 | 185 |
| 001206 MOBILE HOME & RV PARK FEES | 137 | 0 | 137 | 0 | 137 |
| FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL | 51,981 | 0 | 51,981 | 0 | 51,981 |
| 5. OTHER CASH CONTRIBUTIONS - STATE: | | | | | |
| | 0 | 0 | 0 | 0 | 0 |
| 090001 DRAW DOWN FROM PUBLIC HEALTH UNIT | 43,121 | 0 | 43,121 | 0 | 43,121 |
| OTHER CASH CONTRIBUTION TOTAL | 43,121 | 0 | 43,121 | 0 | 43,121 |
| 6. MEDICAID - STATE/COUNTY: | | | | | |
| 001057 CHD CLINIC FEES | 0 | 29,025 | 29,025 | 0 | 29,025 |

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|---|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|---------|
| 001148 CHD CLINIC FEES | 0 | 309,247 | 309,247 | 0 | 309,247 |
| MEDICAID TOTAL | 0 | 338,272 | 338,272 | 0 | 338,272 |
| 7. ALLOCABLE REVENUE - STATE: | | | | | |
| | 0 | 0 | 0 | 0 | 0 |
| ALLOCABLE REVENUE TOTAL | 0 | 0 | 0 | 0 | 0 |
| 8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE | | | | | |
| ADAP | 0 | 0 | 0 | 21,514 | 21,514 |
| PHARMACY DRUG PROGRAM | 0 | 0 | 0 | 8,727 | 8,727 |
| WIC PROGRAM | 0 | 0 | 0 | 512,151 | 512,151 |
| BUREAU OF PUBLIC HEALTH LABORATORIES | 0 | 0 | 0 | 3,386 | 3,386 |
| IMMUNIZATIONS | 0 | 0 | 0 | 12,800 | 12,800 |
| OTHER STATE CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 558,578 | 558,578 |
| 9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT | | | | | |
| 008005 CHD LOCAL REVENUE & EXPENDITURES | 0 | 50,000 | 50,000 | 0 | 50,000 |
| DIRECT COUNTY CONTRIBUTIONS TOTAL | 0 | 50,000 | 50,000 | 0 | 50,000 |
| 10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY | | | | | |
| 001077 CHD CLINIC FEES | 0 | 16,930 | 16,930 | 0 | 16,930 |
| 001110 VITAL STATISTICS CERTIFIED RECORDS | 0 | 25,588 | 25,588 | 0 | 25,588 |
| FEES AUTHORIZED BY COUNTY TOTAL | 0 | 42,518 | 42,518 | 0 | 42,518 |
| 11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY | | | | | |
| 001029 CHD CLINIC FEES | 0 | 8,750 | 8,750 | 0 | 8,750 |
| 001090 CHD CLINIC FEES | 0 | 3,806 | 3,806 | 0 | 3,806 |
| 005000 CHD LOCAL REVENUE & EXPENDITURES | 0 | 296 | 296 | 0 | 296 |
| 008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD | 0 | 46,500 | 46,500 | 0 | 46,500 |
| 011001 CHD HEALTHY START COALITION CONTRACT | 0 | 119,775 | 119,775 | 0 | 119,775 |
| 011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD | 0 | 29,392 | 29,392 | 0 | 29,392 |
| 090002 DRAW DOWN FROM PUBLIC HEALTH UNIT | 0 | 70,872 | 70,872 | 0 | 70,872 |
| OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL | 0 | 137,647 | 137,647 | 0 | 137,647 |
| 12. ALLOCABLE REVENUE - COUNTY | | | | | |
| | 0 | 0 | 0 | 0 | 0 |
| COUNTY ALLOCABLE REVENUE TOTAL | 0 | 0 | 0 | 0 | 0 |
| 13. BUILDINGS - COUNTY | | | | | |
| ANNUAL RENTAL EQUIVALENT VALUE | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| UTILITIES | 0 | 0 | 0 | 0 | 0 |
| BUILDING MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| GROUNDS MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| INSURANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2016 to September 30, 2017

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|---|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|-----------|
| BUILDINGS TOTAL | 0 | 0 | 0 | 0 | 0 |
| 14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY | | | | | |
| EQUIPMENT / VEHICLE PURCHASES | 0 | 0 | 0 | 0 | 0 |
| VEHICLE INSURANCE | 0 | 0 | 0 | 0 | 0 |
| VEHICLE MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTAL CHD PROGRAM | 1,192,277 | 568,437 | 1,760,714 | 558,578 | 2,319,292 |

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2016 to September 30, 2017

| | FTE's (0.00) | Clients Units | Services/ Visits | Quarterly Expenditure Plan | | | | State | County | Grand Total |
|--|-----------------|------------------|---------------------|----------------------------|-----------------------------|---------|---------|-----------|---------|----------------|
| | | | | 1st | 2nd (Whole dollars only) | 3rd | 4th | | | |
| A. COMMUNICABLE DISEASE CONTROL: | | | | | | | | | | |
| IMMUNIZATION (101) | 0.32 | 312 | 363 | 5,598 | 6,529 | 5,598 | 6,528 | 17,603 | 6,650 | 24,253 |
| SEXUALLY TRANS. DIS. (102) | 0.57 | 146 | 218 | 7,658 | 8,932 | 7,658 | 8,933 | 31,081 | 2,100 | 33,181 |
| HIV/AIDS PREVENTION (03A1) | 0.00 | 0 | 0 | 9 | 11 | 9 | 12 | 41 | 0 | 41 |
| HIV/AIDS SURVEILLANCE (03A2) | 0.00 | 0 | 0 | 50 | 59 | 50 | 59 | 218 | 0 | 218 |
| HIV/AIDS PATIENT CARE (03A3) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ADAP (03A4) | 0.08 | 8 | 23 | 1,127 | 1,315 | 1,127 | 1,314 | 4,883 | 0 | 4,883 |
| TUBERCULOSIS (104) | 0.10 | 102 | 179 | 1,937 | 2,259 | 1,937 | 2,258 | 6,691 | 1,700 | 8,391 |
| COMM. DIS. SURV. (106) | 0.18 | 0 | 0 | 3,224 | 3,761 | 3,224 | 3,761 | 13,970 | 0 | 13,970 |
| HEPATITIS (109) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PREPAREDNESS AND RESPONSE (116) | 0.00 | 0 | 0 | 37 | 43 | 37 | 42 | 159 | 0 | 159 |
| REFUGEE HEALTH (118) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| VITAL RECORDS (180) | 0.18 | 1,531 | 3,012 | 1,948 | 2,273 | 1,948 | 2,273 | 0 | 8,442 | 8,442 |
| COMMUNICABLE DISEASE SUBTOTAL | 1.43 | 2,099 | 3,795 | 21,588 | 25,182 | 21,588 | 25,180 | 74,646 | 18,892 | 93,538 |
| B. PRIMARY CARE: | | | | | | | | | | |
| CHRONIC DISEASE PREVENTION PRO (210) | 0.45 | 0 | 18 | 15,440 | 18,009 | 15,440 | 18,008 | 66,897 | 0 | 66,897 |
| WIC (21W1) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOBACCO USE INTERVENTION (212) | 2.87 | 0 | 0 | 43,638 | 50,898 | 43,638 | 50,898 | 189,072 | 0 | 189,072 |
| WIC BREASTFEEDING PEER COUNSELING (21W2) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FAMILY PLANNING (223) | 2.72 | 456 | 933 | 40,000 | 46,656 | 40,000 | 46,656 | 131,312 | 42,000 | 173,312 |
| IMPROVED PREGNANCY OUTCOME (225) | 1.13 | 71 | 465 | 14,016 | 16,348 | 14,016 | 16,349 | 41,899 | 18,830 | 60,729 |
| HEALTHY START PRENATAL (227) | 2.04 | 122 | 1,315 | 27,933 | 32,580 | 27,933 | 32,581 | 0 | 121,027 | 121,027 |
| COMPREHENSIVE CHILD HEALTH (229) | 0.00 | 0 | 0 | 16 | 19 | 16 | 19 | 68 | 2 | 70 |
| HEALTHY START CHILD (231) | 1.25 | 111 | 1,242 | 15,031 | 17,531 | 15,031 | 17,531 | 65,124 | 0 | 65,124 |
| SCHOOL HEALTH (234) | 7.89 | 0 | 62,925 | 99,139 | 115,634 | 99,139 | 115,633 | 383,045 | 46,500 | 429,545 |
| COMPREHENSIVE ADULT HEALTH (237) | 0.45 | 85 | 95 | 11,749 | 13,703 | 11,749 | 13,703 | 46,751 | 4,153 | 50,904 |
| COMMUNITY HEALTH DEVELOPMENT (238) | 0.02 | 0 | 0 | 254 | 297 | 254 | 297 | 1,102 | 0 | 1,102 |
| DENTAL HEALTH (240) | 5.16 | 2,263 | 4,695 | 97,327 | 113,520 | 97,327 | 113,520 | 134,994 | 286,700 | 421,694 |
| PRIMARY CARE SUBTOTAL | 23.98 | 3,108 | 71,688 | 364,543 | 425,195 | 364,543 | 425,195 | 1,060,264 | 519,212 | 1,579,476 |
| C. ENVIRONMENTAL HEALTH: | | | | | | | | | | |
| Water and Onsite Sewage Programs | | | | | | | | | | |
| COSTAL BEACH MONITORING (347) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LIMITED USE PUBLIC WATER SYSTEMS (357) | 0.04 | 10 | 22 | 875 | 1,021 | 875 | 1,022 | 2,518 | 1,275 | 3,793 |
| PUBLIC WATER SYSTEM (358) | 0.00 | 0 | 0 | 82 | 95 | 82 | 95 | 223 | 131 | 354 |
| PRIVATE WATER SYSTEM (359) | 0.05 | 0 | 0 | 1,150 | 1,341 | 1,150 | 1,341 | 3,458 | 1,524 | 4,982 |
| ONSITE SEWAGE TREATMENT & DISPOSAL (361) | 0.61 | 93 | 169 | 11,734 | 13,686 | 11,734 | 13,686 | 34,041 | 16,799 | 50,840 |
| Group Total | 0.70 | 103 | 191 | 13,841 | 16,143 | 13,841 | 16,144 | 40,240 | 19,729 | 59,969 |
| Facility Programs | | | | | | | | | | |
| TATTOO FACILITY SERVICES (344) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FOOD HYGIENE (348) | 0.07 | 41 | 70 | 1,300 | 1,517 | 1,300 | 1,517 | 1,958 | 1,576 | 3,534 |

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2016 to September 30, 2017

| | FTE's (0.00) | Clients Units | Services/ Visits | Quarterly Expenditure Plan | | | | State | County | Grand Total |
|---|-----------------|------------------|---------------------|----------------------------|----------------|----------------|----------------|------------------|----------------|------------------|
| | | | | 1st | 2nd | 3rd | 4th | | | |
| | | | | (Whole dollars only) | | | | | | |
| BODY PIERCING FACILITIES SERVICES (349) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| GROUP CARE FACILITY (351) | 0.00 | 0 | 0 | 157 | 183 | 157 | 183 | 445 | 235 | 680 |
| MIGRANT LABOR CAMP (352) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HOUSING & PUB. BLDG. (353) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MOBILE HOME AND PARK (354) | 0.03 | 22 | 23 | 596 | 695 | 596 | 694 | 1,990 | 591 | 2,581 |
| POOLS/BATHING PLACES (360) | 0.07 | 14 | 41 | 1,295 | 1,510 | 1,295 | 1,511 | 3,444 | 2,167 | 5,611 |
| BIOMEDICAL WASTE SERVICES (364) | 0.05 | 13 | 15 | 998 | 1,163 | 998 | 1,163 | 2,696 | 1,626 | 4,322 |
| TANNING FACILITY SERVICES (369) | 0.00 | 0 | 0 | 117 | 137 | 117 | 137 | 387 | 121 | 508 |
| Group Total | 0.22 | 90 | 149 | 4,463 | 5,205 | 4,463 | 5,205 | 13,020 | 6,316 | 19,336 |
| Groundwater Contamination | | | | | | | | | | |
| STORAGE TANK COMPLIANCE SERVICES (355) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUPER ACT SERVICES (356) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Group Total | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Community Hygiene | | | | | | | | | | |
| COMMUNITY ENVIR. HEALTH (345) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INJURY PREVENTION (346) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LEAD MONITORING SERVICES (350) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PUBLIC SEWAGE (362) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SOLID WASTE DISPOSAL SERVICE (363) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SANITARY NUISANCE (365) | 0.05 | 12 | 29 | 953 | 1,111 | 953 | 1,111 | 0 | 4,128 | 4,128 |
| RABIES SURVEILLANCE (366) | 0.00 | 0 | 0 | 10 | 12 | 10 | 13 | 0 | 45 | 45 |
| ARBOVIRUS SURVEIL. (367) | 0.00 | 0 | 0 | 27 | 31 | 27 | 30 | 0 | 115 | 115 |
| RODENT/ARTHROPOD CONTROL (368) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WATER POLLUTION (370) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INDOOR AIR (371) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RADIOLOGICAL HEALTH (372) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOXIC SUBSTANCES (373) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Group Total | 0.05 | 12 | 29 | 990 | 1,154 | 990 | 1,154 | 0 | 4,288 | 4,288 |
| ENVIRONMENTAL HEALTH SUBTOTAL | 0.97 | 205 | 369 | 19,294 | 22,502 | 19,294 | 22,503 | 53,260 | 30,333 | 83,593 |
| D. NON-OPERATIONAL COSTS: | | | | | | | | | | |
| NON-OPERATIONAL COSTS (599) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ENVIRONMENTAL HEALTH SURCHARGE (399) | 0.00 | 0 | 0 | 948 | 1,106 | 948 | 1,105 | 4,107 | 0 | 4,107 |
| MEDICAID BUYBACK (611) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NON-OPERATIONAL COSTS SUBTOTAL | 0.00 | 0 | 0 | 948 | 1,106 | 948 | 1,105 | 4,107 | 0 | 4,107 |
| TOTAL CONTRACT | 26.38 | 5,412 | 75,852 | 406,373 | 473,985 | 406,373 | 473,983 | 1,192,277 | 568,437 | 1,760,714 |

ATTACHMENT III
TAYLOR COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

COST PER SQ FOOT: \$ _____ 0

Attachment V - Page 1 of 1

Attachment IV

Fiscal Year - 2016 - 2017

Taylor County Health Department

Facilities Utilized by the County Health Department

| Complete Location (Street Address, City, Zip) | Facility Description And Official Building Name (if applicable) (Admin, Clinic, Envrn Hlth, etc.) | Lease/ Agreement Number | Type of Agreement (Private Lease thru State or County, other - please define) | Complete Legal Name of Owner | SQ Feet | Employee Count (FTE/OPS/ Contract) |
|--|---|-------------------------------|---|--|------------|---|
| 1215 N. Paecock Ave/ Perry, FL 32347 | Main Facility | | County Owned | Taylor County Board of County Commissioners | 15630 | 21 |
| 400 N. Clark Street/ Perry, FL 32347 | Perry Primary Clinic | | County Owned | Taylor County School Board | 100 | 1 |
| 1600 E. Green Street/Perry, FL 32347 | Taylor County Elementary School | | County Owned | Taylor County School Board | 100 | 1 |
| 610 E. Lafayette Street/ Perry, FL 32347 | Taylor County Middle School | | County Owned | Taylor County School Board | 100 | 1 |
| 900 Johnson Stripling Rd/ Perry, FL 32347 | Taylor County High School | | County Owned | Taylor County School Board | 100 | 1 |
| 1209 1st Ave. S/ Steinhatchee, FL 32347 | Steinhatchee School | | County Owned | Taylor County School Board | 100 | 1 |
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Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

**2016-2017 FEE SCHEDULE
DEPARTMENT OF HEALTH IN TAYLOR COUNTY**

| DIAGNOSTIC SCREENINGS & PROCEDURES | OFFICE CODE | CURRENT FEE |
|--|--------------------|--------------------|
| Chest X-Ray (non-Tuberculosis related) | | \$75.00 |
| Tuberculosis Skin Test | 86580 | \$20.00 |
| Colposcopy | | \$100.00 |
| Women's Health Screening (In conjunction with Doctors' Memorial) | | \$75.00 |

| CLASSES & OTHER MISCELLANEOUS ITEMS | FEE |
|---|---|
| Car Seat Ticket Class | \$10.00 |
| Parenting Classes (Non-Healthy Start Clients) | Maximum \$50 Per Person |
| Smoking Cessation Classes | Maximum \$50 Per Person |
| General Health Education Classes (Materials + Per Person Fee) | Maximum \$50 Per Person |
| Domestic Violence Education Classes | Maximum \$50 Per Person |
| Healthy Workplace Education Classes | Maximum \$50 Per Person |
| Health Education Classes | Maximum \$50 Per Person |
| Other Classes Developed Based on Individual Requests and/or Needs | Maximum \$50 Per Person |
| Implanon or Other IUD Rod Removal/Insertion | Current CBR* |
| Copy of Medical Records for Entities as Described in FAC64B8-10.003 | \$1.00 for 1st 25 pages; additional pages \$0.25 each |
| Notary Fee | \$5.00 |
| Patient Copy of Medical Records/Immunization Records | \$1.00 Per Page |

| CLINIC SERVICES BASED ON SLIDING FEE SCALE | OFFICE CODE | FEE | NEW PATIENT | ESTABLISHED PATIENT |
|---|--------------------|-----------------------|-----------------------|----------------------------|
| Established Brief/ Limited Office Visit | 99211 | \$25.00 | \$25.00 | \$25.00 |
| New Problem/Established Problem Visit | 99202/99212 | \$74.00 | \$74.00 | \$43.00 |
| New-Expanded Problem/Established Expanded Problem Visit | 99203/99213 | Current CBR* | Current CBR* | \$80.00 |
| New-Detailed Problem/Established Detailed Problem Visit | 99204/99214 | Current CBR* | Current CBR* | \$108.00 |
| Family Planning-Initial/Annual Exam; | (99XXX), (58300) | Current CBR* | Current CBR* | Current CBR* |
| Family Planning Problem Focused | 99212 | N/A | | \$43.00 |
| Family Planning Supply Visit | 99211 | \$25.00 | | \$25.00 |
| Family Planning Counseling Visit | 99403 | Current CBR* | Current CBR* | Current CBR* |
| Child & Adult Physical Exam | | Current CBR* | Current CBR* | Current CBR* |
| Laboratory Tests | | Cost + \$15 admin fee | Cost + \$15 admin fee | Cost + \$15 admin fee |
| Athletic Physicals/School Physicals | | \$35.00 | | \$35.00 |

| IMMUNIZATIONS | FEE |
|--|-------------------------------------|
| All childhood immunizations ages 0-18 | No Charge |
| Hepatitis A Vaccine (per injection) - Adult | \$97.00 |
| Hepatitis B Vaccine (per injection)- Adult | \$89.00 |
| Influenza High Dose for Population 65 Years of Age or Older (Flu shot) | \$50.00 |
| Influenza Low Dose for Population under 65 Years of Age (Flu shot) | \$30.00 |
| MMR vaccine - Adult | \$79.00 |
| Pneumonia vaccine | \$86.00 |
| Rabies Vaccine | Cost + Limited Office Visit (99211) |
| TDAP | \$49.00 |
| Tetanus/TD - Adult | \$39.00 |
| Other Non-VFC client requested vaccines | Cost + \$15.00 Admin |

| VITAL STATISTICS | FEE |
|--|------------|
| Certified copy of death certificates, each | \$13.00 |
| Certified copy of birth certificates, first copy | \$13.00 |

| ENVIRONMENTAL HEALTH FEES- COUNTY | FEE |
|---|------------|
| These fees are in addition to State Environmental Health Fees | |
| TCHD) | \$30.00 |
| Water samples (collected by TCHD staff) 1st sample | \$60.00 |
| Water samples (collected by TCHD staff) 2nd sample at same time | \$74.00 |
| Lab fee for testing low risk animals- Rabies | \$150.00 |
| Surcharge fee for site evaluation for septic tank | \$20.00 |
| Surcharge fee for septic tank application | \$10.00 |
| City Residents: Per City of Perry utility inspection | \$50.00 |
| and cannot be revised by this office. | |

*Current CBR- Current Medicaid Cost Based Reimbursement Rate

Chairman's Signature

Approved: _____

Date _____

2016-2017 DENTAL FEE SCHEDULE TAYLOR COUNTY HEALTH DEPARTMENT

| DIAGNOSTIC SCREENINGS & PROCEDURES | OFFICE CODE | CURRENT FEE | |
|------------------------------------|-------------|-------------|---------|
| | | 100% Pay | 50% Pay |
| Periodic Exam | D0120 | \$30.00 | \$15.00 |
| Limited/Emergency Exam | D0140 | \$60.00 | \$30.00 |
| Oral Evaluation (under age 3) | D0145 | \$30.00 | \$15.00 |
| Comprehensive Exam | D0150 | \$50.00 | \$25.00 |
| Full Mouth X-ray | D0210 | \$60.00 | \$30.00 |
| Periapical, first film | D0220 | \$20.00 | \$10.00 |
| Periapical, additional films | D0230 | \$20.00 | \$10.00 |
| Bitewing, single film | D0270 | \$20.00 | \$10.00 |
| Bitewing, two films | D0272 | \$30.00 | \$15.00 |
| Bitewing, four films | D0274 | \$40.00 | \$20.00 |
| Panoramic Radiograph | D0330 | \$80.00 | \$40.00 |
| Adult Prophyl | D1110 | \$70.00 | \$35.00 |
| Child Prophyl | D1120 | \$60.00 | \$30.00 |
| Fluoride (child) | D1203 | \$20.00 | \$10.00 |
| Fluoride (mod. to high cares) | D1206 | \$20.00 | \$10.00 |
| Oral hygiene instruction | D1330 | \$10.00 | \$5.00 |
| Sealant, per tooth | D1351 | \$30.00 | \$15.00 |
| Scaling & root planing per quad | D4341 | \$90.00 | \$45.00 |
| Scaling & root planing, 1-3 quad | D4342 | \$60.00 | \$30.00 |
| Gross debridement | D4355 | \$70.00 | \$35.00 |
| Amalgam 1-surf prim or perm | D2140 | \$70.00 | \$35.00 |
| Amalgam 2-surf prim or perm | D2150 | \$80.00 | \$40.00 |
| Amalgam 3-surf prim or perm | D2160 | \$90.00 | \$45.00 |
| Amalgam 4-surf prim or perm | D2161 | \$100.00 | \$50.00 |
| Resin 1-surf anterior | D2330 | \$80.00 | \$40.00 |
| Resin 2-surf anterior | D2331 | \$90.00 | \$45.00 |
| Resin 3-surf anterior | D2332 | \$100.00 | \$50.00 |
| Resin 4-surf anterior | D2335 | \$110.00 | \$55.00 |
| Resin 1-surf posterior | D2391 | \$80.00 | \$40.00 |
| Resin 2-surf posterior | D2392 | \$90.00 | \$45.00 |
| Resin 3-surf posterior | D2393 | \$100.00 | \$50.00 |
| Stainless steel crown | D2930 | \$140.00 | \$70.00 |
| Sedative filling | D2940 | \$60.00 | \$30.00 |
| Extraction, deciduous | D7111 | \$50.00 | \$25.00 |
| Extraction | D7140 | \$70.00 | \$35.00 |
| Surgical extraction | D7210 | \$150.00 | \$75.00 |
| Incision and drainage | D7510 | \$70.00 | \$35.00 |
| Adult Comprehensive Exam | D0150 | \$60.00 | \$30.00 |
| Adult Limited/Emergency Exam | D0140 | \$80.00 | \$40.00 |
| Adult Extraction | D7140 | \$100.00 | \$50.00 |

Chairman's Signature

Date

Effective Date Signed By Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider an application for a Mud Bog Special Event at the Pudding Creek Mud Bog site for October 21-23, with attendance expected to be less than 1,000.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Mud Bog Special Event for 500-999 attendees.

Recommendation: Consider for approval

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A check for a mud bog application was submitted to the planning department on 8/29/16 to hold a Mud Bog Special Event from October 21st through October 23rd at the Pudding Creek Mud Bog site located at 6519 South Red Padgett Rd. The application states that the expected attendance will be less than 1,000, which, does not require a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last updated on Monday, 9-27-16.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

| | | | | |
|----------------------------|-------------------------|---------------------------|--------------------------|----------------------------------|
| MALCOLM PAGE District 1 | JIM MOODY District 2 | JODY DEVANE District 3 | PAM FEAGLE District 4 | PATRICIA PATTERSON District 5 |
|----------------------------|-------------------------|---------------------------|--------------------------|----------------------------------|



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKEL, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: 9/22/16

APPLICANT NAME: John Knight

MAILING ADDRESS: 6580 Hwy 19 South Perry, Fla 32348

PROPERTY OWNER: Eldon Sadler

PROPERTY ADDRESS: South Red Padgett Rd. 6519

PHONE#: 850-371-2525

PARCEL #: 8608-300

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|--------------------------------|--------------------------|
| 1. <u>Foley Lands + Timber</u> | 2. <u>LESSIE L CRUCE</u> |
| 3. <u>DAN SIMMONS</u> | 4. <u>JOE BROCK</u> |
| 5. <u>ERNEST HOUCK</u> | 6. <u>ELDON SADLER</u> |
| 7. <u>FLOECE PROSEY</u> | 8. _____ |

| | | |
|----------------|---------------------------|-------------------------|
| EVENT DATE(S): | START: <u>OCT/21/2016</u> | END: <u>OCT/23/2016</u> |
| EVENT DATE(S): | START: _____ | END: _____ |
| EVENT DATE(S): | START: _____ | END: _____ |
| EVENT DATE(S): | START: _____ | END: _____ |

| | | |
|---------------------|-----------------------|---------------------|
| HOURS OF OPERATION: | START: <u>7:00 AM</u> | END: <u>5:00 PM</u> |
|---------------------|-----------------------|---------------------|

| | |
|---------------------------------|---------------------------------|
| EXPECTED ATTENDANCE: <u>500</u> | MAXIMUM ATTENDANCE: <u>1000</u> |
|---------------------------------|---------------------------------|

| | | |
|---|-----------------------|--|
| SECURITY PROVIDER: | SHERIFFS OFFICE _____ | PRIVATE SECURITY <input checked="" type="checkbox"/> |
| <small>(Attach statement from provider)</small> | | |

SANITARY FACILITIES PROVIDER: Howdy's

SOLID WASTE CONTRACTOR: Waste Pro

ATTACH THE FOLLOWING

1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Written consent allowing entry at any time during the event by any County or State Officer in the performance of his or her duties.
9. Four copies of a map drawn to scale of at least 1" = 400', showing:
 - a. Property location;
 - b. Location of highways, roads, lots and lands within 660 feet activity;
 - c. Location of parking area and all incidental uses;
 - d. All interior access ways;
 - e. Access to the property;
 - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.
12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.



MUD BOG PROPERTY

TURNER

TURNER RD

356

8607-500

8607-000

8605-000

08608-300

08609-100

08609-000

08608-400

08608-350

08608-200

08608-210

08608-220

08608-230

08608-240

08608-250

08608-260

08608-270

08608-280

08608-290

08608-300

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08608-780

08608-790

08608-800

08608-810

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08608-860

08608-870

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SPECIAL EVENT WAIVER

I AM NOT AUTHORIZED AND THEREFORE DON'T AGREE TO OBLIGATE ANY NEW OWNER

DATE: 6/28/2016

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property during the three (3) year time period from 6/28/2016, 2016 through 12/31 ^{ONE} 2019-2016

JOHN MORRIS
Print Name

[Signature]
Signature

SPECIAL EVENT WAIVER

I AM NOT AUTHORIZED AND THEREFORE DON'T AGREE TO OBLIGATE ANY NEW OWNER

DATE: 6/28/2016

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property during the three (3) year time period from 6/28/2016, 2016 through 12/31 2019-2016

JOHN E MORRIS
Print Name

[Signature]
Signature

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JOHN E. MORRIS
Print Name

[Signature]
Signature

SPECIAL EVENT WAIVER

I AM NOT AUTHORIZED & THEREFORE DON'T OBLIGATE ANY NEW OWNER

DATE: 6/28/2016

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property during the three (3) year time period from 6/28/2016, 2016 through 12/31 2019-2016

JOHN E. MORRIS
Print Name

[Signature]
Signature

SPECIAL EVENT WAIVER

DATE: April 1 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1st, 2015 through March 31st, 2018.

Ernest A. Houck
Print Name

Ernest A. Houck
Signature

SPECIAL EVENT WAIVER

DATE: April 1, 2015 TWO EVENTS PER YEAR

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1, 2015 through MARCH 31, 2018.

Dan Simmons
Print Name

Dan Simmons
Signature

SPECIAL EVENT WAIVER

DATE: April 1, 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1, 2015 through March 31, 2018.

Walter J. Brock
Print Name

Walter J. Brock
Signature

SPECIAL EVENT WAIVER

DATE: April 1 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1 2015, 2015 through March 31 st, 2018

Foyce Posey
Print Name

Foyce Posey
Signature

SPECIAL EVENT WAIVER

DATE: 5/12/2015

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property during the next twelve months.

Travis McCoy
Print Name

Travis McCoy
Signature

SPECIAL EVENT WAIVER

DATE: 5-31-2015 Thru 5-31-2018

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Lessie Coland
Print Name

Lessie Coland
Signature

**GUARDIANS LLC**

SECURITY SERVICES, TRAINING & INVESTIGATIONS
LICENSE NUMBERS B1400294 / DS150019 / A1600002

September 21, 2016

Taylor County Board of County Commissioners
Park and Recreation Department
201 East Green Street
Perry, Florida 32347

Re: Confirmation to provide private security

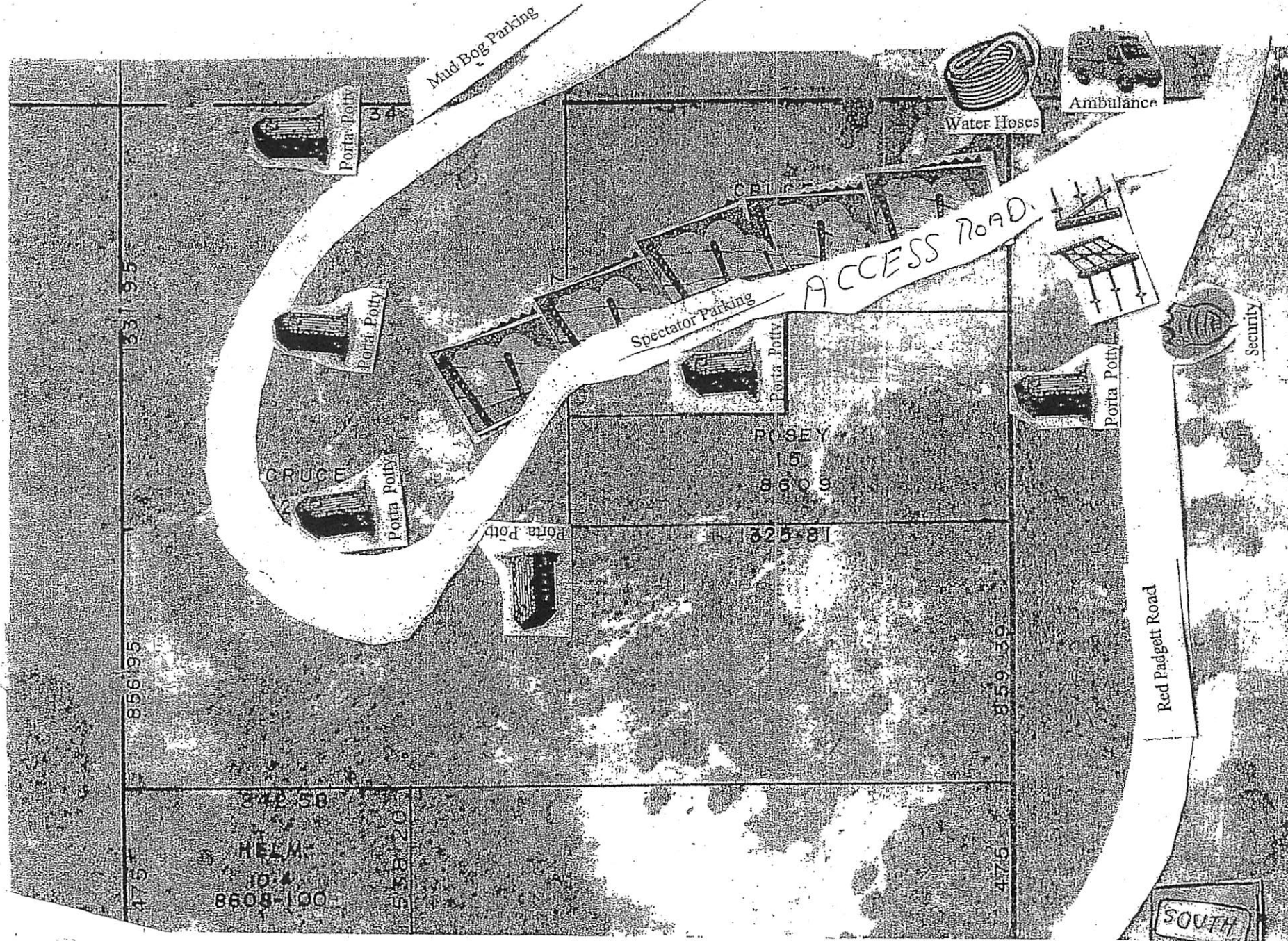
This letter is to serve notice that Guardians LLC, B1400294 / A1600002 / DS150019, is contracted with Pudding Creek Mud Bogg, proprietor John Knight, to provide nine private licensed security officers, armed and unarmed, for internal security for a mud bog event scheduled between October 21, 2016 through October 23, 2016 at 6519 South Red Padgett Rd Perry, Florida 32347.

Timothy Nagy
Associate Director

GUARDIANS LLC
386-935-0873

Per argumentum VERITAS

W 111 11 11 11 11



ADJOINING PROPERTY PROTECTION AGREEMENT

I Eldon Sadler, owner of the property described as follows:

Address: South Red Paddock Rd

Section: 21 Township: D5 Range: 08 Parcel#: D8608-300

I agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant/owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event on the 2/23/23 day of Oct, 20 16, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

DATED this 22 day of Sept, 20 16

[Signature]
WITNESS

[Signature]
OWNERS NAME

[Signature]
WITNESS

[Signature]
APPLICANT'S NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared John Knight + Eldon Sadler, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 22 day of Sept, 20 16.



[Signature]
NOTARY PUBLIC
My Commission Expires:

RELEASE AND HOLD HARMLESS AGREEMENT

I Eldon Sadler, owner of the property described as follows:

Address: South Red Padgett Rd 65th

Section: 21 Township: 05 Range: 08 Parcel#: 08608-300

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever, which may result from or be in any way connected or related to the event on the 21/22/23 day of Oct, 20 16

This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property.

DATED this 22 day of Sept, 20 16

Robert L. Fouch
WITNESS

Eldon Sadler
OWNERS NAME

Sam Bangash
WITNESS

OWNERS NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Eldon Sadler, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 22 day of Sept, 20 16.



John Joseph Rodgers
NOTARY PUBLIC
My Commission Expires:

Waste Pro
ACCOUNT # IS (026160)

To Pudding creek PH 850-561-0800

John Knight

There will Be a Licensed
Paramedic at The EVENT

John Knight

Fire extinguisher at The event

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
09/23/2016

PRODUCER AND THE NAMED INSURED

International Special Events and Recreation Association, Inc. Inc., A Risk Retention Purchasing Group qualified under the Risk Retention Act of 1986; Federal Law 97-45.
P.O. Box 469
Sandy, UT 84091-0469
800-321-1493

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

The Original Pudding Creek Mud Bog

6580 Us Highway 19 S

Perry, FL 32348

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

NOTICE: Coverage is being provided as part of a Master Group Policy issued to members of the International Special Events and Recreation Association, Inc., a Risk Retention 'Purchasing Group' authorized under the Risk Retention Act of 1986: Federal Law 97-45.

"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"

Certain Underwriters at Lloyds, London

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--|------------------|----------------------------------|-----------------------------------|--|
| <input checked="" type="checkbox"/> Commercial Liability <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Exclude Products <input checked="" type="checkbox"/> Exclude Completed Operations | LSE0205-16060002 | 6/8/2016 | 6/8/2017 | \$100,000 Per Person \$1,000,000 Per Accident \$2,000,000 Policy Aggregate |
| <input type="checkbox"/> Commercial Auto Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Drive Away | | | | |
| <input type="checkbox"/> Commercial Garage Liability G.K.L.L. O.T.R.P.D. D.O.C. Cargo On Hook Employee Dishonesty Wrongful Repossession | | | | |
| <input type="checkbox"/> Excess Liability <input type="checkbox"/> Claims Made | | | | |

OTHER

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Coverage is limited to only insured activities or operations on the Participant Member Declaration Certificate or as may be separately endorsed. Land owned in connection with scheduled operations, Special Event Liability - Mud Bogs Only., Additional Insured Endorsement - Scheduled.. Special Event Liability - Mud Bogs Only - Per Event.

☒ **CERTIFICATE HOLDER**
☐ **ADDITIONAL INSURED**
☐ **LOSS PAYEE**

PROOF OF INSURANCE

received
9/26/16 & weinck

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ALLEN JENKINS
(850) 656-8633

HOWDY'S RENT A TOILET
5565-A Crawfordville Rd
Tallahassee FL 32305



9-20-16

TAYLOR COUNTY BOARD OF COMMISSIONERS

ATTEN: PERMIT DEPARTMENT

RE: *PUDDIN CREEK MUD BOGG*

LOCATION: S. RED PADGETT ROAD
OCTOBER

THIS LETTER IS TO INFORM YOU THAT WE ARE
PROVIDING PORTABLE
TOILETS @ THE ABOVE MENTIONED EVENT.

WE WILL PROVIDE SERVICE OF UNITS EACH
DAY OF THE EVENT. WE WILL
DELIVER UNITS THE DAY BEFORE THE EVENT
STARTS, AND PICKUP ON
MONDAY AFTER EVENT ENDS.

IF YOU SHOULD HAVE ANY QUESTIONS
REGARDING THIS MATTER, PLEASE
CONTACT ME @ (850) 656-8633.

THANK YOU,

KELLEY A. JENKINS (OWNER)
E-Mail: howdys@howdysrentatoilet.com
Web: howdysrentatoilet.com

MUD BOG CHECKLIST

EVENT NAME: Pudding Creek Mud Bog

| | | | |
|-----|---|---|---------------------------------|
| 1. | APPLICANTS NAME | ✓ | Application |
| 2. | PHYSICAL LOCATION | ✓ | |
| 3. | LEGAL DESCRIPTION | ✓ | # map with parcel # |
| 4. | WAIVER FROM ADJOINING PROPERTY OWNERS | ✓ | |
| 5. | DATE & HOURS OF EVENT | ✓ | on application |
| 6. | MAXIMUM ATTENDANCE | ✓ | on application |
| 7. | SECURITY STATEMENT | ✓ | |
| 8. | AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature) <u>Private</u> | ✓ | see note in packet |
| 9. | MAP OF PROPERTY | ✓ | |
| 10. | PROPERTY WITHIN 660 FEET OF EVENT | ✓ | |
| 11. | LOCATION OF PARKING | ✓ | on map |
| 12. | LIST OF OWNERS WITHIN 660 FEET | ✓ | on application |
| 13. | OWNER STATEMENT | ✓ | |
| 14. | HOLD HARMLESS & ENTRY CONSENT STATEMENT | ✓ | |
| 15. | WASTE HAULER STATEMENT | ✓ | Howdy's Rent a Toilet Waste Pro |
| 16. | INSURANCE STATEMENT | ✓ | |
| 17. | SANITARY FACILITY PROVIDER STATEMENT | ✓ | Howdy's Rent a Toilet |
| 18. | FIRE PROTECTION STATEMENT (signed by Fire Chief) | | |

COMPLETED BY: W D Griner DATE: 9-27-16
 William D. (Danny) Griner

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the 2016 Perry-Foley Airport Security Plan.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Requesting Board to review and approve the 2016 Perry-Foley Airport Security Plan.

Recommended Action: Approve Security Plan.

Fiscal Impact: The County is required to update the Airport Security Plan and obtain approval from FDOT Aviation Division and the Federal Aviation Administration (FAA) at least once every two years to maintain the airport license and to be eligible for grant funding.

Budgeted Expense: Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required by FDOT Aviation Division and FAA to update the Airport Security Plan at least once every two years. The Security Plan was last updated in August of 2014.

Attachments: 2016 Perry-Foley Airport Security Plan

****THIS IS EXEMPT FROM PUBLIC RECORDS REQUEST PER 331.22
Florida Statutes and 119.071 (3) F.S.**

**DO NOT SCAN OR DISTRIBUTE. THIS IS RESTRICTED INFORMATION
NOT FOR PUBLIC DISSEMINATION.**

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve Addendum to Contract For State Housing Initiative Partnership (SHIP) Program Administration Services with Government Services Group, Inc. (GSG) to extend contract for a period of one (1) year per Item K – Term in the original contract of September 16, 2014.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Board to approve extension of contract for the administration of the SHIP program with GSG for a period of one (1) year.

Recommended Action: Approve extension of contract with GSG.

Fiscal Impact: The GSG fees are paid for 100% with SHIP and/or other grants funds.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board executed a one year contract September 16, 2014 with GSG for SHIP program and related program administrative services. Per Item "K" of the contract, the contract may be extended for two (2) additional one (1) year terms or any other extension agreed to by the parties. The Board approved the first one year extension to the GSG contract on November 16, 2015. Staff is requesting the Board to approve the second one year extension to the contract. Three SHIP housing projects are currently underway and the Board will be receiving bids for four additional SHIP projects at the October 18 Board meeting. The County is currently advertising, distributing and will be receiving SHIP applications from citizens who had damage to their homes from Hurricane Hermine. GSG assists the County with the administration of the Residential Construction Mitigation Program (RCMP) funds.

**Attachments: Contract For State Housing Initiative Partnership (SHIP) Program
Administrative Services with GSG and Addendum to
Contract.**

ADDENDUM TO CONTRACT

Program Administration/Project Delivery Services Contract – Government Services Group, Inc.
Taylor County Ongoing Housing, Community and Economic Development Projects
Funding through FFY 2015/2016, 2016/2017 and 2017/2018 (if appropriated).

Addendum

To extend Contract dated November 16, 2015 which expired August 31, 2016 to August 31, 2017 for Program Administration/Project Delivery Services for the State Housing Initiatives Partnership (SHIP) Program per the terms of Item K – Term in the original contract executed September 16, 2014.

Scope of Services-Program Administration/Project Delivery

- ✓ Review and update required local policies
- ✓ Review leveraging opportunities/other possible source of financing
- ✓ Representation during site visits and monitoring's
- ✓ Develop project information management and filing system
- ✓ Develop project financial management system for receiving and disbursing funds
- ✓ Develop work plans for project contract document
- ✓ Develop and track budget for project contract
- ✓ Oversight of project schedule and compliance
- ✓ Coordination with agencies and contracts, as necessary
- ✓ Review bid documents and contract documents for compliance
- ✓ Conduct pre-construction conference
- ✓ Monitor contractor and construction specialist progress
- ✓ Conduct preliminary inspections and work write-ups
- ✓ Conduct construction progress inspections
- ✓ Supervision of payment authorizations
- ✓ Develop and process contract amendments, as needed
- ✓ Review change orders and amendments for compliance, as needed
- ✓ Monitor all project activity to ensure compliance
- ✓ Provide all other necessary technical assistance
- ✓ Review final change orders, pay requests, and construction documents
- ✓ Balance final project budget for state annual reporting
- ✓ Prepare documents for administrative/financial close-out

Total Fee for Services: 10% (3% Administration and 7% Project Delivery) of total funds received by the County, including program income to be paid in equal monthly payments over a twelve (12) month period based upon the allocation for each fiscal year noted under this contract Addendum. Should the project be completed prior to the twelve (12) month period ending, the balance will be due upon completion of the project. Invoices will be submitted on a monthly basis in accordance with Section C(2) of the contract and subject to the administrative and project delivery ceilings imposed by the funding agency and/or the County's Local Housing Assistance Plan (LHAP).

This Addendum and Fee for Services covered herein are hereby agreed upon on this _____ day of _____, 2016.

APPROVED BY GSG:

APPROVED BY COUNTY:

Signature

Signature

Printed Name

Printed Name

13035

TAYLOR COUNTY,
FLORIDA
CONTRACT FOR STATE HOUSING INITIATIVE
PARTNERSHIP (SHIP)
PROGRAM ADMINISTRATION SERVICES

4 THIS CONTRACT is made and entered into this 16th of Sept. 2018, by and between the Taylor County Board of County Commissioners (hereinafter the Owner) and Government Services Group, Inc., (hereinafter GSG).

WHEREAS, the Owner has solicited for competitive and selected GSG to perform Program Administration Services for the OWNER's SHIP program: and

WHEREAS, the Owner now desires to retain GSG to provide SHIP program administration and inspection services and GSG desires to provide those services for the Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the Owner and GSG agree as follows:

A Covenant for Services

The Owner does hereby contract with GSG to perform the services described herein and GSG does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Scope of Services

(1) Intent of this Contract

GSG agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to obtain funding, implement and complete the Owner's SHIP and Hardest Hit projects in compliance with applicable laws and regulations.

(2) Scope of Services – SHIP Program Administration and Inspection Services

- Review And Update Required Local Policies
- Design, streamline and manage the application process for eligible applicants
- Resolve any public inquiries with regard to available funding and SHIP eligibility criteria
- Process applications and determine eligibility of applicants in accordance with SHIP guidelines, Chapter 67-37, Florida Administrative Code, Program parameters and the County's LHAP.
- Establish and maintain the appropriate files in accordance with SHIP guidelines
- Work with lenders, realtors and other funders to facilitate homebuyer closings

- Review all documentation to ensure that there are no over-statements of fees or closing terms
- Issue the appropriate notices and correspondences to applicants at various increments within the transactional process
- Work with the County Clerk's office to coordinate the disbursement of funds for closing
- Prepare the appropriate real estate documents (mortgage, note and/or restrictive covenants) to secure the County's portion of the financial transaction
- Ensure that homebuyers take the appropriate homebuyer education course as required under the SHIP regulations
- Work with lenders to secure the closing documents that should be made part of the homebuyer files
- Assist the contractors and homeowners with executing the necessary program documents to secure interest in the property and rehabilitation work
- Conduct Pre-construction Conference
- Conduct an inspection of the property to determine the extent of the rehabilitation
- Draft work-write-ups and manage the contractor bid process
- Conduct periodic progress inspections of the rehabilitation work being done
- Process any requests for payments and draw-downs
- Provide written inspection report to the homeowners and the contractor
- Conduct Advisory Committee Meetings as required
- Review Leveraging Opportunities/Other Possible Source of Financing
- Gather All Relevant Local Data And Support Documentation
- Representation During Site Visits And Monitorings
- Maintain Project Account Records
- Develop and Track Budget For Project Contract
- Oversight Of Project Schedule And Compliance
- Coordination With Agencies And Contracts, As Necessary
- Oversight Of Citizen Complaint Process
- Develop And Process Amendments, As Needed
- Review Change Orders And Amendments For Compliance, as Needed
- Provide Regular Project Status Reports To Commission
- Monitor All Project Activity To Ensure Compliance
- Provide All Other Necessary Technical Assistance
- Review Final Change Order, Pay Request, And Construction Documents
- Balance Final Project Budget for State Annual Reporting
- Prepare Documents For Administrative/Financial Close Out

If the Grant Award Agreement between the Owner and the funding agency is amended or if the funding agency's program rules change, the scope of services for the project shall be amended to be consistent with that Agreement and program rules.

C. Consideration and Method of Payment for Services

- (1) Amount of Consideration

Documentation regarding insurance will be made available upon request.

(2) GSG shall indemnify and save harmless the Owner, its agents, officers, and employees from any loss, damage or expense, including all costs and reasonable attorneys' fees, suffered by the Owner from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or act of GSG, its agents, servants, or employees in the performance of this Contract.

I. Energy Efficiency

GSG shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

J. Project Representatives

The Owner's Project Manager for this Contract

is: Melody Cox,

Grants Administrator
401 Industrial Drive
Perry, FL 32348

Meridian's Project Grants Manager
is:

James F. Moseley, Senior Consultant
Government Services Group, Inc.
P.O. Box 357995,
Gainesville, FL 32635.

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

K. Term

The term of this Contract shall be from September 1, 2014 through August 31, 2015. At the County's option, this Contract may be extended for two (2) additional one (1) year terms or any other extension agreed to by the parties.

L. Eligibility

GSG certifies that it is eligible to receive state and federally funded contracts. GSG also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

M. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be

For the professional services to be provided in accordance with this contract, GSG will be compensated as follows:

SHIP Program Administration and Inspection Services - The Owner will pay GSG the sum of \$10,500 for Administration Services and \$24,500 for Project Delivery Services. The fees are based upon available SHIP funds totaling \$350,000. If additional SHIP funds are and/or become available the fees will be adjusted accordingly. The Owner shall issue the fee amount, in equal monthly payments, to GSG over a period of twelve (12) months. If the project is completed in less than 12 months, the balance of the Administration and Project Delivery fees will be paid to GSG after completion and submission of the Closeout Status Report to the Owner.

(2) Method of Payments

GSG will submit a monthly invoice, which will reflect the equal monthly payment amount due. The invoice shall be submitted to the Owner for the Owner's review and approval. Payment will be made in accordance with the Florida Prompt Payment Act.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract.

D. Subcontracts

(1) If GSG subcontracts any of the work required under this Contract, GSG agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the Owner.

(2) GSG agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the Owner and GSG from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

E. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to GSG will not be amended without mutual agreement of the Owner and GSG, formally executed in writing, subject to availability of funds. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision of this Contract, whether or not similar, unless otherwise expressly provided.

F. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested or other nationally

recognized courier services, such as Federal Express or UPS) of Intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the Owner for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in F. (1) above.

(3) If termination for default is effected by the Owner, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GSG at the time of termination may be adjusted to cover any additional costs to the Owner because of GSG's default.

For any termination, the equitable adjustment shall provide for payment to GSG for services rendered and expenses incurred, as approved by the Owner, prior to receipt of the notice of intent to terminate. For any termination for convenience pursuant to paragraph (2) above, GSG shall also be entitled to termination settlement costs reasonably incurred by GSG relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, GSG shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Owner all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by GSG in performing this Contract, whether completed or in process, and fully cooperate with the Owner to effectuate a transition of services.

(5) Upon termination, the Owner may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of GSG to fulfill contractual obligations, it is determined that GSG had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

G. Remedies

Unless otherwise provided in this Contract, all other matters in question between the Owner and GSG, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Taylor County, Florida.

H. Liability

(1) GSG shall be responsible for all damages to persons or property that occur as a result of GSG's fault or negligence in connection with work performed under the provisions of this Contract, and GSG shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the Owner. Throughout the term of this Contract, GSG shall maintain insurance in the following minimum amounts: \$1,000,000 of Professional Liability Insurance, \$2,000,000 of General Liability Insurance, \$1,000,000 of Automobile Liability Insurance and \$100,000 per accident of Workers Compensation and Employers' Liability Insurance.

performed. Further, GSG shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of Interest

N. Federal Statutory Requirements

When applicable, GSG and the Owner shall comply with the provisions contained in Attachment A and incorporated herein.

O. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A. "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- (2) Attachment B, "Fee Schedule", consisting of one (1) page.
- (3) Attachment C, "sworn Statement on Public Entity Crimes", consisting of two (2) pages.

P. Miscellaneous Provisions

(1) GSG shall comply with the provisions of Chapter 119, Florida Statutes in the provision of the services provided herein to the Owner.

(2) GSG is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the Owner. All persons engaged in the services provided herein shall at all times, and in all places, be subject to GSG's sole discretion, supervision, and control. GSG does not have the power or authority to bind the Owner in any promise, agreement or representation other than as specifically provided for herein.

(3) The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

Government Services Group, Inc.

By: 

Name and Title: Robert Sheets, CEO

Attest: 

Taylor County

By: Malcolm V. Page

Name and Title: Malcolm Page, Chair

Attest: Annie Mae Murphy

Name and Title: Annie Mae Murphy, Clerk of Courts

ATTACHMENT A

SECTION 3 AND AFFIRMATIVE ACTION
PLAN

1. GSG will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, GSG will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment
3. During this project, GSG will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. GSG will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. GSG will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. GSG shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
7. GSG is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT

B FEE

SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

Description

| | |
|---------------------------------|---------------------------|
| Principal | \$225.00 per hour |
| Senior Project Manager | \$175.00 per hour |
| Project Manager | \$ 150.00 per hour |
| Chief Financial Officer | \$ 150.00 per hour |
| Construction Manager | \$140.00 per hour |
| Grant/Program Specialist | \$130.00 per hour |
| Construction Inspector | \$110.00 per hour |
| Accounting Specialist | \$85.00 per hour |
| Administrative Assistant | \$ 45.00 per hour |

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board approval for the Board to fully fund the Big Bend Transit "in town" shuttle during the holidays from Monday, December 12, 2016 to Friday, December 30, 2016. If approved, this will be the 4th year we have provided this service and it has been very successful in the past.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: Requesting Board to approve fully funding the Big Bend Transit "in town" shuttle from December 12 to December 30 as referenced above.

Recommended Action: Approve fully funding the "in town" shuttle from December 12 to December 30, 2016.

Budgeted Expense: Funding the shuttle for this period of time will have an approximate cost of \$250. There is sufficient funding already set aside in the Big Bend Transit Shuttle budget (0423) to cover the cost. No additional funding would be required from the Board.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For the past three years the Board has approved fully funding the "in town" shuttle during the holiday season. This program has been very successful with substantially increased ridership of the shuttle during this period of time.

Attachments: Not applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Amendment No. 2 to the Agreement For Professional Airport General Consulting Services between the Board of Commissioners and AVCON, Inc.

MEETING DATE REQUESTED:

October 3, 2016

Statement of Issue: The original Agreement was executed November 20, 2012 for a period of three years and was due to expire November 20, 2015. The Agreement has the option to renew for two (2) one year terms. The Board approved an additional one year term at the April 6, 2015 Board meeting extending the contract to November 20, 2016. Staff is requesting the approval of a second one (1) year contract extension to November 20, 2017. AVCON and the County are in the process of completing the Airport Master Plan and in the middle of the design and engineering of the airfield electrical and lighting upgrade project. The construction of restrooms at the new corporate hangar facility will also be underway within the next two months and AVCON will be providing oversight of this project. Staff wishes to ensure the continuity of project completion and respectfully requests the approval of Amendment No. 2.

Recommended Action: Approve Amendment No. 2 to the Agreement For Professional Airport General Consulting Services.

Fiscal Impact: Not applicable. All of AVCON, Inc. services are paid for 100% through grant funds.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Agreement For Professional Airport General Consulting Services with AVCON, Inc. was executed November 20, 2012 with an expiration date of November

20, 2015. The Board approved the first one year extension at the April 6, 2015 meeting and this extension will expire November 20, 2016. If the Board approves, the second extension will expire November 20 , 2017.

ATTACHMENTS: Amendment No. 2 to Agreement For Professional Airport General Consulting Services between the Board of Commissioners and AVCON, Inc.

AMENDMENT NO. 2

to

AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES

between the

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

and

AVCON, INC.

The purpose of this amendment is to execute the second of two one-year contract renewals for the Agreement for Professional Airport General Consulting Services between the Taylor County Board of County Commissioners and AVCON INC.

This amendment is made as of the _____ day of _____, 2016 by and between Taylor County Board of County Commissioners (hereinafter referred to as "CLIENT") and AVCON, INC. (hereinafter referred to as "CONSULTANT") and modifies the Agreement for Professional Airport General Consulting Services (the "AGREEMENT") entered into on November 20, 2012. CLIENT and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

- The CLIENT agrees to award the second one-year contract renewal referenced in Section 5.2 of the above referenced AGREEMENT. This renewal will extend the contract expiration date from November 20, 2016 to November 20, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

CLIENT:

Taylor County Board of County Commissioners

CONSULTANT:

AVCON, INC.

By: _____

Typed Name: Jody DeVane

Title: Chair

By:  _____

Typed Name: Virgil C. "Lee" Lewis, P.E.

Title: Regional Manager

**AGREEMENT FOR
PROFESSIONAL AIRPORT GENERAL CONSULTING
SERVICES**

between the

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
and
AVCON, INC.**

THIS AGREEMENT for professional airport general consulting services (the "Agreement"), is made and entered into as of the 20th day of November, 2012, by and between the Taylor County Board of County Commissioners, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at 201 East Green Street, Perry, Florida 32347 (hereinafter referred to as "COUNTY"), and AVCON, INC., a Florida corporation with a business address at 5555 East Michigan Street, Suite 200 Orlando, Florida 32822 (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY desires to employ the services of the CONSULTANT to provide professional engineering, planning, design, permitting, and construction management services for the Perry-Foley Airport (40J); and

WHEREAS, the CONSULTANT has stated that it is qualified, willing and able to perform the professional engineering, planning, design, permitting, and construction management services required on the terms and conditions hereinafter set forth; and

WHEREAS, the COUNTY has given public notice of the professional engineering, planning, design, permitting, and construction management services to be considered pursuant to this Agreement, and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14C, 49 CFR Part 18 and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (1993).

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: BASIC SERVICES

- 1.1 The Basic Services of the CONSULTANT required under this Agreement by the COUNTY shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in Exhibit 1 attached hereto.

- 1.2 The CONSULTANT shall provide for the COUNTY the Services described in separately authorized Task Orders, which shall include the Task Description/Scope of Services, Task Schedule, Task Deliverables, and Compensation. Compensation shall be limited to the amount as mutually agreed upon by the CONSULTANT and COUNTY and shall be subject to approval by the Federal Aviation Administration for federally funded work and the Florida Department of Transportation for state-funded work, as applicable. The CONSULTANT's Services will be paid for by the COUNTY for Services under each authorized Task Order as indicated in Article 7 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 3 hereof) necessary for the performance of its Services.
- 1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and/or special provisions of each Task Order. The CONSULTANT is solely responsible to the COUNTY for correcting errors resulting from the CONSULTANT'S faulty or inaccurate performance.

ARTICLE 2: ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the COUNTY, the CONSULTANT shall furnish Additional Services pursuant to this Agreement, which are considered by the COUNTY to be beyond the scope of an authorized Task Order. Additional services shall be documented by an additional Task Order and paid for by the COUNTY as indicated in Article 7 hereof.

ARTICLE 3: OBLIGATIONS OF THE COUNTY

- 3.1 The COUNTY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.
- 3.2 The COUNTY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 3.3 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.
- 3.4 The COUNTY and the COUNTY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work.
- 3.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the COUNTY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, right-of-way, and access necessary for the CONSULTANT'S Services or project construction.

- 3.6 The COUNTY shall examine the CONSULTANT'S studies, reports, sketches, drawings, specifications, proposals, and other documents and shall render in writing decisions required by the COUNTY in a timely manner.

ARTICLE 4: OBLIGATIONS OF THE CONSULTANT

- 4.1 **Standard of Practice:** The standard of care applicable to CONSULTANT's Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.
- 4.2 **Subsurface Investigations:** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the execution and costs of the authorized Services under this Agreement. These conditions and the execution/cost effects shall not be the responsibility of the CONSULTANT.

The CONSULTANT will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the CONSULTANT or its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The COUNTY recognizes, however, that such research may not identify all underground improvements and that the information upon which the CONSULTANT reasonably relies may contain errors or may be incomplete. Therefore, the COUNTY agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the CONSULTANT and anyone for whom the CONSULTANT may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by the CONSULTANT that are based on properly filed and available records of said underground improvements.

- 4.3 **CONSULTANT's Personnel at Construction Site:** The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If and as requested by the COUNTY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing and inspecting construction activities and reporting to the COUNTY activities observed during construction. The CONSULTANT shall report to the COUNTY in

a timely manner any observed health, safety, and other deficiencies in the work performed by the construction contractor(s) that are inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

- 4.4 Construction Progress Payments: Recommendations by the CONSULTANT to the COUNTY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations shall not represent that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the monies paid; that title to any of the work, materials, or equipment has passed to the COUNTY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the COUNTY and the construction contractor(s) that affect the amount that should be paid.
- 4.5 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be limited to the sealed and signed hard copies.
- 4.6 Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage testing to determine the extent of the issue, manage the necessary studies to recommend necessary remedial measures, and manage remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The COUNTY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.

ARTICLE 5: PERIOD OF SERVICE

- 5.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders. The CONSULTANT shall perform authorized Services under this Agreement with due and reasonable diligence consistent with sound professional practices.
- 5.2 This Agreement shall remain in effect three (3) years from the date signed, unless sooner terminated as provided in Article 9 herein or extended by mutual agreement in writing. This Agreement may be renewed for an additional one-year period, two consecutive times.

- 5.3 The CONSULTANT shall give prompt written notice to the COUNTY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.

ARTICLE 6: REIMBURSABLE EXPENSES DEFINED

- 6.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT's independent professional associates or consultants, directly and indirectly in connection with the Services, such as expenses for transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls, facsimiles and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Services-related items.
- 6.2 The CONSULTANT shall be compensated by the COUNTY for Reimbursable Expenses when and as identified in an authorized Task Order. The COUNTY's responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

ARTICLE 7: PAYMENTS TO CONSULTANT

- 7.1 The COUNTY shall pay the CONSULTANT for Basic and Additional Services and Reimbursable Expenses on the basis set forth in Exhibit 2 attached herein and in each separately authorized Task Order.
- 7.2 The CONSULTANT shall submit monthly invoices to the COUNTY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Payment shall be made to the CONSULTANT within thirty (30) days following the COUNTY'S receipt of invoice.
- 7.3 Not Used.
- 7.4 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the COUNTY shall pay the undisputed portion. The COUNTY shall exercise reasonableness in disputing any bill or portion thereof.
- 7.5 If the COUNTY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 7 days' written notice to the COUNTY, suspend Services under this Agreement until paid in full.

ARTICLE 8: AUTHORIZED REPRESENTATIVE

- 8.1 The COUNTY's Authorized Representative for Services under this Agreement is as indicated on each authorized Task Order. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the COUNTY's Authorized Representative. The COUNTY's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's Services.
- 8.2 The CONSULTANT's Authorized Representative and business address for Services under this Agreement is designated as follows:

Mr. Virgil C. "Lee" Lewis, P.E.
Regional Manager
AVCON, INC.
320 Bayshore Drive
Suite A
Niceville, Florida 32578
Telephone: 850-678-0050; Fax: 850-678-0040

The CONSULTANT's Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT's Authorized Representative.

- 8.3 The CONSULTANT's Authorized Representative shall not be changed without the prior written notice to and agreement of the COUNTY.

ARTICLE 9: TERMINATION

- 9.1 This Agreement may be terminated by either party at any time with or without cause upon giving fourteen (14) calendar days prior written notice. If this Agreement is so terminated, the COUNTY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to date of termination.
- 9.2 The COUNTY may suspend work called for in an authorized Task Order for a period not to exceed sixty (60) days. In the event of such suspension, the COUNTY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension.

ARTICLE 10: CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of a Multiple or Direct Labor Costs, Not-To-Exceed (NTE) fee, or Direct Personnel Expense shall be kept on the basis of generally accepted accounting principals and shall be available to the COUNTY or the COUNTY's representative at mutually convenient times.

ARTICLE 11: USE OF ELECTRONIC DELIVERABLES

- 11.1 When transferring electronic deliverables, the CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of Services provided under this Agreement.
- 11.2 Hard copies issued to the COUNTY by the CONSULTANT and the information contained within the hard copies shall constitute the formal deliverables under this Agreement. Computer-generated electronic drawing files furnished by the CONSULTANT are for the COUNTY's convenience and any conclusions or information derived or obtained from these files will be at user's sole risk.

ARTICLE 12: INDEMNIFICATION

- 12.1 The CONSULTANT shall defend, indemnify, and hold the COUNTY and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts, errors, or omissions of the CONSULTANT, its agents or employees, arising from or relating to this Agreement.
- 12.2 The COUNTY shall defend, indemnify, and hold the CONSULTANT and its respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts or omissions of the COUNTY, its agents or employees, arising from or relating to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.
- 12.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the COUNTY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of the claims, damages, losses, and expenses based upon the parties' relative degree of fault. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.

ARTICLE 13: INSURANCE

- 13.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:
- 13.1.1 Worker's Compensation and Employer's Liability: Statutory
- 13.1.2 Comprehensive General Liability:
Bodily Injury and Property Damage Combined \$1,000,000/\$1,000,000
- 13.1.3 Automobile Liability
Bodily Injury and Property Damage Combined \$1,000,000/\$1,000,000

13.1.4 Professional Liability Insurance
(including error and omissions)

\$1,000,000/\$1,000,000

- 13.2 The duration of the CONSULTANT's insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. Certificate(s) of insurance shall name the COUNTY as an additional insured under the CONSULTANT's comprehensive general liability and automobile liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage.

ARTICLE 14: CONTROLLING LAW/DISPUTE COSTS

- 14.1 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida.
- 14.2 If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum.
- 14.3 In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.
- 14.4 Venue of any litigation shall be exclusively in the County of Taylor County, Florida.

ARTICLE 15: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits for, the conduct of its business and the performance of Services pursuant hereto.

ARTICLE 16: SUCCESSORS AND ASSIGNS

- 16.1 This Agreement shall be binding upon the COUNTY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.
- 16.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the

benefit of any other party. Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent professional associates or subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

ARTICLE 17: SUBCONSULTANTS

17.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT design team:

- Causseaux, Hewett, & Walpole, Inc. (CHW)
- Cal-Tech Testing, Inc. (Cal-Tech)
- NOVA Engineering & Environmental, Inc. (NOVA)

17.2 The CONSULTANT shall have the right, with the COUNTY'S prior written consent, which shall not be unreasonably withheld, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT's performance of the Basic Services and any Additional Services hereunder.

17.3 The CONSULTANT agrees, at the COUNTY's written request (which may be made by the COUNTY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the COUNTY in writing.

ARTICLE 18: PRIVILEGED INFORMATION

The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.

ARTICLE 19: NONDISCRIMINATION

The CONSULTANT agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, the CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including, but not limited to, Executive Order No. 11246.

ARTICLE 20: CONTINGENCY FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the practice of the profession.

ARTICLE 22: ESTIMATES OF PROBABLE COSTS

If and as requested in an authorized Task Order, the CONSULTANT shall provide opinions of cost, financial analyses, economic feasibility projections, and schedules for Services to the best of its ability based on historical observations of the cost or price of labor and materials in comparable projects. The CONSULTANT makes no warranty that the COUNTY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

ARTICLE 23: FORCE MAJEURE:

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT. In any such event, the CONSULTANT's contract price and schedule shall be equitably adjusted.

ARTICLE 24: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the COUNTY's contractors, subcontractors, vendors or their employees and agents.

ARTICLE 25: SHOP DRAWING REVIEW

- 25.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 25.2 The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review. The CONSULTANT shall not be required to review partial submission or those for which submissions of correlated

items have not been received, until such time that full submission or correlated items are received.

ARTICLE 26: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 27: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the COUNTY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the COUNTY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT.

ARTICLE 28: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 29: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered, sent by facsimile or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to COUNTY:

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Attention: Ms. Melody Cox

If to CONSULTANT:

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578
Attention: Mr. Virgil C. "Lee" Lewis, P.E.

ARTICLE 30: HEADINGS

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

ARTICLE 31: ENTIRE AGREEMENT

This Agreement (consisting of pages 1 through 12, inclusive) together with **Exhibit 1: Task Order, Exhibit 2: Compensation and Payment**, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

Accepted by:

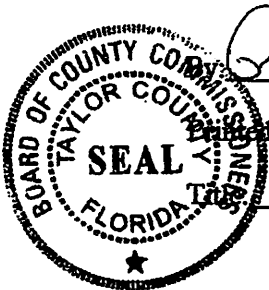
COUNTY

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS

Accepted by:

CONSULTANT

AVCON, INC.



Printed Name: *Ram Feasle*

Chair

By: *Sandeep Singh*

Printed Name: Sandeep Singh, P.E.

Title: President

ATTEST:

By: *Annie Mae Murphy*

Printed Name: Annie Mae Murphy

Title: Clerk

ATTEST:

By: *Virgil C. Lewis*

Printed Name: Virgil C. Lewis, P.E.

Title: Regional Manager

EXHIBIT 1: TASK ORDER (SAMPLE)

**Airport General Consulting Services
Perry-Foley Airport**

Task Order No. _____

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Airport General Consulting Services, dated October 17th, 2012, all of which terms and conditions are incorporated herein by reference.

1. Task Location: Perry-Foley Airport
Perry, Florida

2. Task Name:

3. Task Description/Scope of Services:

4. Compensation:

5. Schedule:

6. Deliverables:

7. Other Considerations:

Accepted by:

**Taylor County Board of
County Commissioners**

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Accepted by:

AVCON, Inc.

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER ADOPTION OF RESOLUTION SUPPORTING THE REAUTHORIZATION OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION NEEDED TO ENCHANCE ECONOMIC DEVELOPMENT IN TAYLOR COUNTY, AS PREPARED BY THE COUNTY ATTORNEY.

MEETING DATE REQUESTED:

OCTOBER 3, 2016

Statement of Issue:

THE BOARD PREVIOUSLY ASKED THE COUNTY ATTORNEY TO DRAFT A RESOLUTION FOR CONSIDERATION.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

CONRAD BISHOP, JR, COUNTY ATTORNEY

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

PROPOSED RESOLUTION AND COVER LETTER

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

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

September 16, 2016

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Dustin Hinkel
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Ad Valorem Tax Exemption Resolution

Dear Annie Mae and Dustin:

Pursuant to the Board's instructions, please find enclosed a proposed Resolution that needs to be put on the agenda.

Also I am fairly certain that the authorization by reference was in November 2006, but please check and make sure.

After the Board passes the Resolution, it needs to be advertised and we need to give the Supervisor the language to put on the ballot.

If you have a question about this, please give me a call.

Thank you and I hope you are doing fine.

Respectfully



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Dana Southerland

***A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
DEMONSTRATING SUPPORT OF REAUTHORIZATION OF THE ECONOMIC
DEVELOPMENT AD VALOREM TAX EXEMPTION NEEDED TO ENHANCE
ECONOMIC DEVELOPMENT IN TAYLOR COUNTY***

WHEREAS, the Board of County Commissioners desires positive growth and economic development as contained in the County vision and strategic plan; and

WHEREAS, economic development and the creation of quality jobs are priorities of the Taylor county Board of County Commissioners; and

WHEREAS, for the past twenty-five years, the citizens of Taylor county have authorized the governments within its boundaries to use ad valorem tax exemption in order to create and attract quality jobs to this community; and

WHEREAS, the ability to offer ad valorem tax exemption proved key to Taylor County winning an expansion by Lance Manufacturing at their Perry facility, resulting in the creation of an additional 52 quality jobs within the community; and

WHEREAS, the Florida Constitution provides for an economic development ad valorem tax exemption referendum; and

WHEREAS, any economic development ad valorem tax exemptions granted by Board of County Commissioners has to meet all requirements of Florida Statutes 196.1995; and

WHEREAS, the present authorization granted by the electorate in the November 2006 general election expires this year; and

WHEREAS, the Board of County Commissioners desires to work toward its economic development goals in harmony and partnership with the community, be it

**RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY:**

The said Board of County Commissioners determines that it is to the best interest of the County to support the reauthorization of an economic development ad valorem tax exemption via referendum. Further, the Board of County Commissioners determines that it is in the best interest of the County to adopt this resolution and utilize a ¼ page ad in the local newspaper to apprise the citizens of this resolution.

Duly adopted, during a regular meeting, at Perry, Taylor County, Florida, this ____ day of _____, 2016.

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

BY: _____
JODY DEVANE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk