

AMENDED SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, OCTOBER 3, 2022  
6:00 P.M.

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

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

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

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

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

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

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

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

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO DESIGNATE A PORTION OF U.S.19 IN HONOR OF TAYLOR COUNTY DEPUTY MICHAEL SCOTT WILLIAMS, AS AGENDAED BY THE COUNTY ADMINISTRATOR ON BEHALF OF COMMISSIONER NEWMAN.

CONSENT ITEMS:

5. THE APPROVAL OF MINUTES OF AUGUST 30, SEPTEMBER 6, 12 (2), 10, 20 AND 26, 2022.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER APPROVAL OF GRIEVANCE PROCEDURES FOR FISCAL YEAR 2022-2023 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
8. THE BOARD TO CONSIDER APPROVAL OF BY-LAWS FOR THE 2022-2023 LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION FOR 911 STATE GRANT FUNDING, AS AGENDAED BY DAKOTA CRUCE, 911 COORDINATOR.

BIDS/PUBLIC HEARINGS:

10. THE BOARD TO RECEIVE RFPS FOR TAYLOR COUNTY JAIL-HOUSING ADDITION AND REHAB PROJECT, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS:

11. KAREN SPELL AND STACY STRINGFELLOW TO APPEAR TO DISCUSS CENTURY AMBULANCE SERVICE.

COUNTY STAFF ITEMS:

- 12 THE BOARD TO DISCUSS PUBLIC SAFETY COMMUNICATIONS-SLERS P25, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

COUNTY ADMINISTRATOR ITEMS:

13. THE BOARD TO CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR THE PROSECUTION OF STEINHATCHEE NOISE ORDINANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

- 13A. THE BOARD TO CONSIDER APPROVAL OF A RENEWAL AGREEMENT FOR CATASTROPHIC INMATE MEDICAL INSURANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

14. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

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

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**

**THE BOARD TO CONSIDER ADOPTION OF DRAFT RESOLUTION IN SUPPORT OF DESIGNATING A PORTION OF HIGHWAY 19 IN HONOR OF DEPUTY MICHAEL SCOTT WILLIAMS.**



**MEETING DATE REQUESTED:**

**10/3/2022**

**Statement of Issue:**

**TO REQUEST THAT THE LEGISLATURE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGNATE A PORTION OF HIGHWAY 19 TO DEPUTY MICHAEL SCOTT WILLIAMS.**

**Recommended Action:**

**ADOPT RESOLUTION**

**Fiscal Impact:**

**N/A**

**Budgeted Expense:**

**N/A**

**Submitted By:**

**LAWANDA PEMBERTON , COUNTY ADMINISTRATOR**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: DEPUTY MICHAEL SCOTT WILLIAMS WAS TRAGICALLY KILLED IN THE LINE OF DUTY ON 10/31/2016 NEAR THE INTERSECTION OF U.S.HIGHAY 19 AND BEACH ROAD. THE BOARD OF COUNTY COMMISSIONERS WOULD LIKE TO REGONIZE AND HONOR HIS SERVICE TO TAYLOR COUNTY.**

**Options:**

**Attachments:**

**DRAFT RESOLUTION**

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

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, IN SUPPORT OF DESIGNATING A PORTION OF U.S. 19 IN HONOR OF TAYLOR COUNTY DEPUTY MICHAEL SCOTT WILLIAMS, DECEASED; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Deputy Michael Scott Williams served the Taylor County Sheriff and the citizens of Taylor County for seventeen (17) months after having previously served the Brooksville Police Department, and

**WHEREAS**, Deputy Williams served with honor until while on duty he was tragically killed in a vehicle crash near the intersection of U.S. 19 and Beach Road on October 31, 2016, at 7:00 a.m. Deputy Williams suffered the fatal injuries when his patrol car collided with the rear of a logging truck.

**WHEREAS**, the Board of County Commissioners of Taylor County desires to recognize and honor Deputy Michael Scott Williams' service to our County by requesting that the following portion of South U.S. 19 in Taylor County be named "Michael Scott Williams Parkway", to-wit: From Beach Road to Highway 19 and Highway 30.

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

1. The Board hereby expresses its support in designating the following portion of South U.S. 19 in Taylor County "Michael Scott Williams Parkway", to-wit: From Beach Road to Highway 19 and Highway 30.
2. The Board requests that the Florida Department of Transportation (FDOT) perform the designation of the following portion of South U.S. 19 in Taylor County "Michael Scott Williams Parkway", to-wit: From Beach Road to Highway 19 and Highway 30 in honor of Deputy Michael Scott Williams, and that FDOT place and maintain appropriate markers.

3. The Clerk of the Circuit Court Ex-Officio Clerk to the Board of County Commissioners is hereby directed to provide a copy of this Resolution to the Taylor County's Legislative Delegation, and the Florida Department of Transportation.

**PASSED AND DULY ADOPTED** this \_\_\_\_ day of

                    , 2022.

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

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

**THOMAS DEMPS, Chairperson**

**ATTEST:**

\_\_\_\_\_  
**GARY KNOWLES, Clerk**

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

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 147  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-8113  
FAX (850) 584-2433

September 22, 2022

VIA E-MAIL

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

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

Re: Resolution on Deputy Michael Scott Williams

Dear LaWanda and Gary:

Enclosed please find a proposed Resolution to go to the Legislative Delegation and Florida Department of Transportation.

Please review same and let me know your comments.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosure

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

**Board to review and approve Grievance Procedures for FY 2022-2023 for the Local Coordinating Board for the Transportation Disadvantaged.**



**MEETING DATE REQUESTED:**

**October 3, 2022**

**Statement of Issue:** Board to review and approve the Grievance Procedures for FY 2022-2023 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

**Recommended Action:** Approve the FY 2022-2023 Grievance Procedures for the Taylor County Transportation Disadvantaged Program.

**Budgeted Expense:** Not Applicable

**Submitted By:** Jami Evans, Grants Coordinator

**Contact:** Jami Evans

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

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

**Attachments:** Grievance Procedures FY 2022-2023





**GRIEVANCE PROCEDURES 2022 – 2023**  
**TAYLOR COUNTY LOCAL COORDINATING BOARD**  
**FOR THE TRANSPORTATION DISADVANTAGED**  
**Updated September 22, 2022**

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

## SECTION 1. DEFINITIONS

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

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

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

## SECTION 2. OBJECTIVES

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

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

### SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

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

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

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

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

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

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

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

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

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

### SECTION 4. GRIEVANCE PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 5. COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS**

5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-983-2435 or 850-410-5700 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at [www.dot.state.fl.us/ctd](http://www.dot.state.fl.us/ctd). For hearing or speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-

5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

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

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

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

5.3 Medicaid transportation service complaints, grievances, or appeals should be addressed through the Statewide Medicaid Managed Care (SMMC) System. The SMMC has a complaint process which can be accessed online at <http://www.ahca.myflorida.com/SMMC>. Complaints can also be made by calling 1-877-711-3662.

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

## Grievance Procedures Process Chart at the Local Level

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



**NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES**

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

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

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

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

You may also contact [CTDOmbudsman@dot.state.fl.us](mailto:CTDOmbudsman@dot.state.fl.us) for further information about Grievance Procedures.

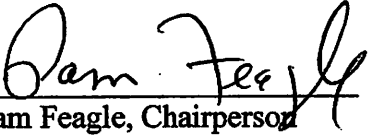
For Hearing and Speech impaired call 711 (Florida only) Florida Relay System or 850-410-5708 for TTY

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

Disability Rights Florida 800-342-0823

**CERTIFICATION**

The undersigned hereby certifies that they are the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the 22nd day of September, 2022



Pam Feagle, Chairperson  
Local Coordinating Board for the Transportation Disadvantaged

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

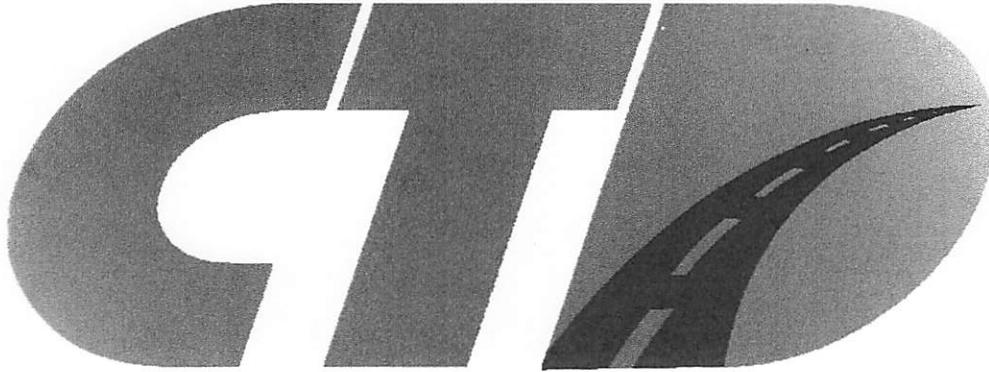
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Thomas Demps, Chairman  
Taylor County Board of Commissioners

October 3, 2022  
Date

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

Florida Commission for the



# **Transportation Disadvantaged**

## **LOCAL GRIEVANCE GUIDELINES FOR TRANSPORTATION DISADVANTAGED SERVICES**

Prepared by the

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

Updated February 2010

## I. INTRODUCTION

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

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

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

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

## II. FORMAL GRIEVANCE VS. SERVICE COMPLAINTS

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

### A. SERVICE COMPLAINT

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

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

Example:

Service Complaints may include but are not limited to:

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

**B. FORMAL GRIEVANCE**

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

Example:

Formal Grievances may include but are not limited to:

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

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

### III. HEARING AND DETERMINING A GRIEVANCE

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

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

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

#### 1. LOCAL COORDINATING BOARD GRIEVANCE PROCESS

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

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

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

## 2. COMMUNITY TRANSPORTATION COORDINATOR GRIEVANCE PROCESS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

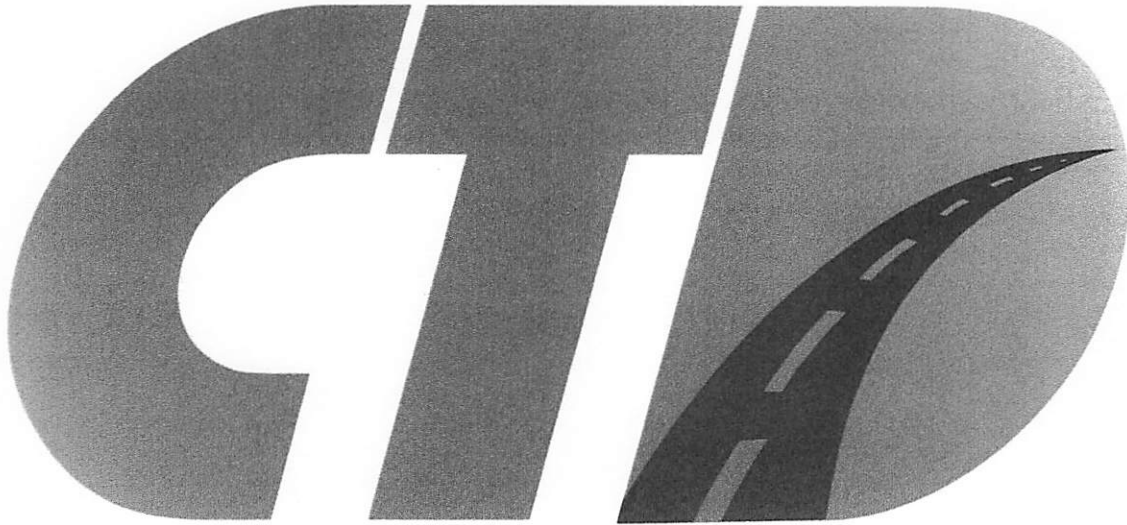
However, Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from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

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

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

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

Florida Commission for the



# **Transportation Disadvantaged**

## Grievance Procedures

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Revised 05/26/2015

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



## GRIEVANCE PROCEDURES

### **PURPOSE:**

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

### **HISTORY/BACKGROUND:**

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

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

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

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

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



## GRIEVANCE PROCEDURES

### **AUTHORITY:**

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

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

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

### **SCOPE:**

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

### **REFERENCES:**

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

### **FORMS:**

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



## GRIEVANCE PROCEDURES

### PROCEDURES:

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**Board to review and approve the By-Laws for 2022-2023 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.**



**MEETING DATE REQUESTED:**

**October 3, 2022**

**Statement of Issue:** Board to review and approve the By-Laws for 2022-2023 for the Local Coordinating Board for the Transportation Disadvantaged.

**Recommended Action:** Approve LCB By-Laws for 2022-2023

**Budgeted Expense:** Not Applicable

**Submitted By:** Jami Evans, Grants Coordinator

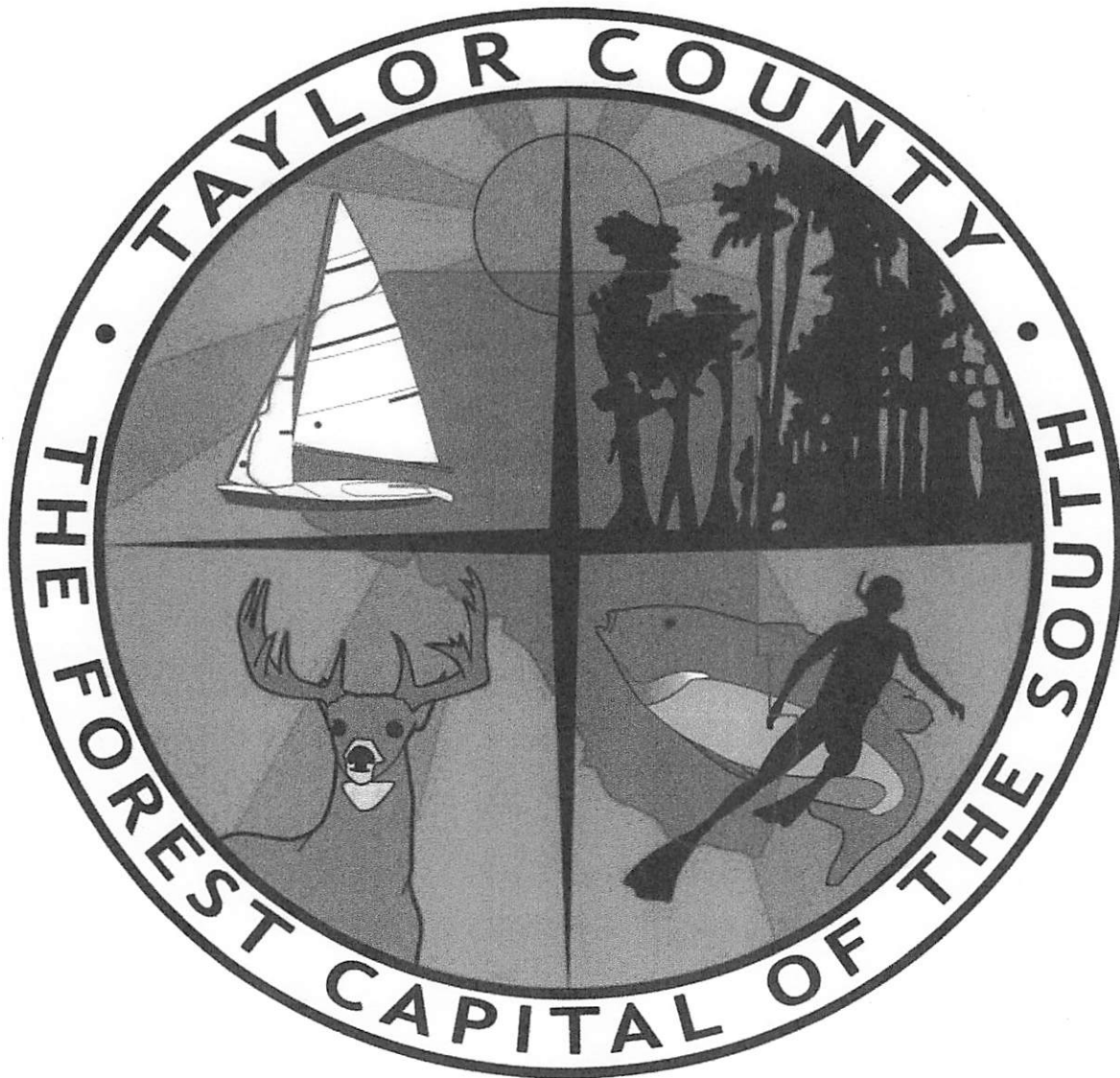
**Contact:** Jami Evans

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

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

**Attachments:** 2022-2023 By-Laws for the LCB

**Taylor County**  
**Transportation Disadvantaged**  
**Local Coordinating Board**  
**By-Laws 2022-2023**



Updated September 22, 2022

A handwritten signature in cursive script that reads "Pam Feagle".

Pam Feagle, Chairman  
Local Coordinating Board of the Transportation Disadvantaged



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

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

**SECTION 1: PREAMBLE**

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

**SECTION II: NAME AND PURPOSE OF BOARD**

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

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

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

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

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

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

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

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

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

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

## SECTION IV: OFFICERS AND DUTIES

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

## SECTION V: BOARD MEETINGS

- A. Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June in concurrence with the State of Florida and Commission for the Transportation Disadvantaged fiscal year.
- B. Meeting Standards.** All meetings including committee meetings shall function under the "Government in the Sunshine Law". All meetings will provide an opportunity for public comment.
- C. Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.
- D. Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 5 of the members. At all

meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. Roll Call votes will be held and documented when so needed. As required by Chapter 286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote is taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

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

## **SECTION VI: STAFF**

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

## **SECTION VII: BOARD DUTIES**

- A. Board Duties.** The Local Coordinating Board member duties, with the assistance of the Planning Grant staff, shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.
1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Managers files.
  2. Review and approve the selection of the Community Transportation Coordinator (CTC) and the Memorandum of Agreement between the CTC and the TD Commission.
  3. Annually review, make recommendations and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP. Ensure all appropriate parties are included in the process including the public, the planning agency and the CTC.
  4. Annually evaluate the CTC's performance in general and relative to insurance, safety requirements and standards as referenced in Rule 41-2, 006, FAC, and results of standards in the most recent TDSP. The LCB shall set an annual percentage goal increase (or establish a percentage) for the number of trips provided within the system to be on public transit where such services are

available. (There is currently no other public transit service in Taylor County). The LCB shall utilize the Commission's Quality Assurance Performance Evaluation Tool to evaluate the performance of the CTC. This evaluation Tool and Summary will be submitted to the Commission upon approval by the LCB.

5. In cooperation with the CTC, review and provide recommendations to the Commission and the Taylor County Board of Commissioners, on all applications for local government, state or federal funds relating to transportation of the transportation disadvantaged in the designated service area to ensure that any expenditures within the designated service area are provided in the most cost effective and efficient manner (427.0157(3), FS). The accomplishment of this requirement shall include the development and implementation of a process by which the Coordinating Board and CTC have an opportunity to become aware of any federal, state or local government funding requests and provide recommendations regarding the expenditure of such funds. Such funds may include expenditures for operating, capital or administrative needs. Such a process should include at least:
  - A. The review of applications to ensure that they are consistent with the TDSP. This review shall consider:
    - a. The need for the requested funds or services;
    - b. Consistency with local government comprehensive plans;
    - c. Coordination with local transit agencies, including the CTC;
    - d. Consistency with the TDSP;
    - e. Whether such funds are adequately budgeted amounts for the services expected; and,
    - f. Whether such funds will be spent in a manner consistent with the requirements of coordinated transportation laws and regulations.
  - B. Notify the Commission of any unresolved funding requests without delays in the application process.
6. When requested, assist the CTC in establishing eligibility guidelines and trip priorities.
7. Review coordination strategies for service provision to the transportation disadvantaged in the designated service area to seek innovative ways to improve cost effectiveness, efficient, safety, operating hours, and types of service in an effort to increase ridership to a broader population (427.0157(5) FS). Such strategies should include:
  - A. Evaluation of multi county or regional transportation opportunities. Supporting inter- and intra-county agreements to improve coordination as a way to reduce costs for service delivery, maintenance, insurance, or other identified strategies; and
  - B. Seeking the involvement of the private and public sector, volunteers, public transit, school districts, elected officials and others in any plan for improved service delivery.

8. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners and in compliance with the Transportation Disadvantaged Commission standards, shall be followed.
9. Annually review coordination contracts (if applicable) to advise the CTC whether the continuation of said contract provides the most cost effective and efficient transportation available (41-2.008(3) FAC).
10. Annually hold a minimum of one (1) public hearing/workshop. This must be a separate meeting from a quarterly LCB meeting and must have its own agenda and minutes, for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
11. All LCB members will be trained on and comply with the requirements of Section 112.3143, Florida Statutes, concerning voting conflicts of interest (41-2.012(5)(d) FAC).
12. Work cooperatively with regional workforce development boards established in Chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program (427.0157(7), FS).

#### **SECTION VIII: COMMITTEES**

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

#### **SECTION IX: COMMUNICATIONS WITH OTHER ENTITIES AND AGENCIES**

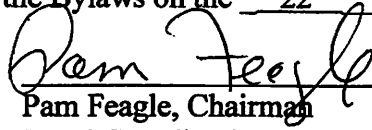
- A. **General.** The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

#### **SECTION X: CERTIFICATIONS**

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the 3rd day of October, 2022.

\_\_\_\_\_  
 Thomas Demps, Chairman  
 Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the 22<sup>nd</sup> day of September, 2022.

A handwritten signature in black ink, appearing to read "Pam Feagle", written over a horizontal line.

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

**The Board to consider approval of 911 grant application for GEOCOMM GIS Data Analysis and Clean Up.**



**MEETING DATE REQUESTED:**

**October 3<sup>rd</sup>, 2022**

**Statement of Issue:** Taylor County GIS does not meet NENA standards and needs to be corrected in order to do so. We do not have the staff or expertise to validate our GIS data against its legacy ALI and MSAG data. The National Emergency Number Association (NENA) recommends that these three databases match at a rate of 98 percent before the GIS data is used to locate emergency callers in an NG911 environment. This is a grant for the state to approve funding for a person to go out and service Taylor county to make sure address ranges and road names are correct then to make sure the MSAG is correctly reflecting is information. For the next phase (NEXT GEN 911) the MSAG will have to have 98% accuracy to be in compliance.

**Recommended Action:** Have Geocomm come out and service the area to fix the MSAG so we are in compliance with NENA and came move forward with NEXT GEN 911.

**Fiscal Impact: \$78,258.81**

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

**Submitted By:** Dakota Cruce

**Contact:** 850-838-1104 or dakota.cruce@taylorsheriff.org

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Geocomm is a GSA priced vendor so there for has the best Pricing.  
Next Gen is being state mandated, and this purchase will allow Taylor to comply with NENA standards that Next Gen goes by.

**Options:** 1. Approve grant application  
2. If not approved, we will not be able to do the field work ourselves there for not being in compliance with NENA/NEXT GEN.

**Attachments:** Geocomm scope of work and quote.



# 911 Grant Programs

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## 1. Purpose

Each county, group of counties or region applying for E911 State Grant, to be further known as 911 State Grant, to assist counties with the replacement or upgrade of 911 Systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG-911) systems and services.

The State 911 Grant Programs distributes funds collected pursuant to section 365.172-173, Florida Statutes. Federal Grant funding uses the 911 Grant Programs for approval and disbursement of federal funds to assist counties in implementing and improving NG-911 system and services.

## 2. Eligibility

Any county, group of counties, or region in the State of Florida is eligible to apply for these grant programs. Only a region, as defined below, may qualify for a grant award for a 5-year Regional Next Generation 911 Routing Project.

## 3. Definitions

- 3.1. **Enhanced 911 (E911):** An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and also directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location-identification features.
- 3.2. **NG-911 Equipment:** Hardware equipment and peripherals needed to implement and maintain NG-911 services.
- 3.3. **E911 System:** The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping, and call answering communications equipment.
- 3.4. **Alternate Contract Source (ACS) –** A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county's purchase is not over expansive in size and scope.
- 3.5. **Grantee/Subrecipient:** The county, group of counties, or region awarded a grant.
- 3.6. **Grantor:** The Florida E911 Board.

- 3.7. **Government Accounting Standards Board (GASB):** The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.
- 3.8. **Hosted Services:** Hosted Services are technology services using the vendor's servers for a fee.
- 3.9. **Maintenance Contract:** A business agreement between a contractor and customer covering the maintenance of equipment over a specified period.
- 3.10. **Next Generation 911 (NG-911):** The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service. NG-911 also directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the call/signal originated, or as otherwise provided in the State E911 Plan and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.11. **Next Generation 911 Core Services (NGCS):** The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.
- 3.12. **Next Generation 911 Routing Project:** A Next Generation service that incorporates multiple counties.
- 3.13. **Public Safety Answering Point (PSAP):** The public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 plan.
- 3.14. **Region:** Refers to the counties grouped by the Florida 911 Regional Map. All systems within a region must be interoperable.
- 3.15. **Service Contract:** A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services.
- 3.16. **Warranty contract:** A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

#### 4. 911 Grant Programs Calendar

The E911 Board will accept applications as noticed in the Florida Administrative Register.

<b>Action</b>	
Eligible entity submits application	Submission date(s) as published in the Florida Administrative Register
E911 Board Members evaluate applications	Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting	Within three months of the submission date
E911 Board sends notification letter of awards approved for funding to the counties.	Within four months of the submission date

<b>Performance Period</b>	
County, group of counties or regional implementation/ installation period	Two years from receipt of award notification
Next Generation 911 Regional Routing Project	Maximum of five years
Next Generation Projects	Maximum implementation Period of five years however may be shorter time dependent upon board approval.
Service and Data Maintenance Projects outside of a NG-911 Regional Routing Project	An annual grant may be funded.
Initial Database synchronization (such as ALI, MSAG, and Centerline)	Two years from receipt of award notification
Database maintenance (such as ALI, MSAG, Centerline....)	Approved only with Regional Routing Project

## **5. General Conditions**

Applications must be delivered to the following address:

**State of Florida E911 Board  
ATTN: E911 Board Administrative Staff  
4030 Esplanade Way, Suite 135  
Tallahassee, FL 32399-0950**

Or electronically to [E911BoardElectronicGrantReports@dms.fl.gov](mailto:E911BoardElectronicGrantReports@dms.fl.gov)  
Electronic receipt of the grant application and all attachments is preferred.

- 5.1.** The applicant shall provide Application Form items 1 through 14 and the applicable procurement documents. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of an E911 Grant Programs published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.2.** Pursuant to sections 365.172(6), 365.172(10), 365.173(2) Florida Statutes, grant funds must only be used for the following items/services: to upgrade or replace 911 systems; to develop and maintain statewide or regional 911 routing; geographic information and management information systems (GIS and MIS); to develop and maintain Next-Generation 911 (NG-911) services and equipment; and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty costs shall be calculated to account for only the first-year warranty.
- 5.3.** To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4.** GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5.** Although a Next Generation 911 Regional Routing Project may be awarded for up to five years, the cost shall be accounted for on a yearly basis. The application must also include a detailed breakdown of costs by year one through year five and if applicable a monthly breakdown. This would include an expected reimbursement schedule.
- 5.6.** All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines.
- 5.7.** Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

- 5.8.** All maintenance requests, within a single priority, for eligible services and equipment shall be combined into a single application, including the breakdown of line-item costs.
- 5.9.** All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.9.1.** Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs, including equipment, service tasks, and deliverables. Any county, group of counties, or region that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:
- a) When purchasing from a DMS State Term Contract or DMS authorized Alternate Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
  - b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
  - c) Services or commodities provided by governmental entities do not require more than one quote.
  - d) The county, group of counties, or region can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the applicable county's purchasing department(s) that the project is a single source procurement based on Section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.

- 5.10.** Applicants requesting items from different funding priorities should complete a separate Budget Report (Rule 60FF1-5.0035(1), F.A.C) for each priority. See Addendum I -Funding Priorities for the 911 Grant Programs for a listing of funding priorities. Items from the same funding priorities should be combined in the same Budget Report and shall comply with General Conditions items 5.9 and 5.10.
- 5.11.** An individual county application must include:
- 5.11.1.** A detailed description of line item and cost. This would include the item, model, or version. Additional requests may be made for more clarification as needed.
  - 5.11.2.** If possible, software service/maintenance dates.
  - 5.11.3.** Budget Report
  - 5.11.4.** Most current 6A. (Rule 60FF1-5.006(2), F.A.C)
  - 5.11.5.** If applicable, detailed legacy 911 service information.
- 5.12.** Should a region or two or more counties apply for a grant, the following additional information needs to be provided:
- 5.12.1.** A summary of the costs for entire region or two or more counties detailing the following:
    - a)** Total amount of funds being requested.
    - b)** The scope of work (SOW) that clearly establishes the tasks and deliverables being performed for successful completion of the project. All deliverables must be directly related to the SOW.
    - c)** Quote(s) must include quantifiable and measurable deliverables with detailed descriptions of each line item. Services dates must be included as well, if applicable.
    - d)** Single source documentation if applicable.
    - e)** Any letters required from the county purchasing department.
    - f)** All individual county application(s).
- 5.13.** A memorandum of understanding (MOU) or an inter-local agreement from all counties involved must be completed within 3 months of E911 Board award. The MOU shall contain the financial procurement processes, the disbursement process, and all termination language.
- 5.14.** Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.15.** Funding application requests must include a scope of work that establishes the tasks and deliverables to be performed. The applications shall include all tasks that are required for the successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted



in writing by the county, group of counties, or region before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

- 5.16.** Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county, group of counties or region grant application request or grant award be less than the projected cost of the equipment or service, the county, group of counties or region should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.17.** The county shall provide information on the county's preceding year E911 fee revenue amount and the preceding year's carryforward amount.
- 5.18.** A State grant award may be limited by the carry forward balance in compliance with sub-paragraph 365.172(6)(a) 3.c., Florida Statutes.
- 5.19.** Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county, group of counties, or region. Include detailed justification and explanation for any 911 system with an expected remaining life of less than one year.
- 5.20.** Funding requests contingent upon "beta testing" or products and services not in general production and installation will not be funded.

## **6. Guidelines for 911 Grant Expenses**

- 6.1.** The following expenses will not be funded through grant award:
  - 6.1.1.** Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
  - 6.1.2.** Wireline database costs
  - 6.1.3.** Vehicle expenses
- 6.2.** Funding limitations are specified on the following items:
  - 6.2.1.** Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded for more than the first-year implementation period.
  - 6.2.2.** Service contracts for Next Generation 911 Regional Routing Projects may be approved for up to 5 years on a case by case basis.

- 6.2.3.** GIS data support services to maintain NENA's 98% synchronization standard will be limited to one year of service unless combined with a Next Generation 911 Regional Routing Project.
- 6.2.4.** Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county, either one primary or one secondary PSAP. Counties with only one PSAP with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- 6.2.5.** Except for NGCS, selective router equipment costs are limited to the primary PSAP system and are limited to one per county.
- 6.2.6.** Training cost funding is limited to new system & equipment training.
- 6.2.7.** The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.
- 6.2.8.** Reimbursement requests for services that extend beyond a year will be reimbursed on an annual basis. Reimbursement will not be provided prior to services being rendered.
- 6.2.9.** A federally funded project must comply with reimbursement in accordance with the federal project timetable.

## **7. Approval and Award**

- 7.1.** The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2.** Award agreements shall be signed by the Board of County Commissioner Chair or the County Manager.
- 7.3.** Grant awards will be withheld for any county, group of counties, or region that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards may also be withheld if the county, group of counties, or region is not in compliance with Board reporting requirements.
- 7.4.** Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Grant Programs.
- 7.5.** The E911 Board will adjust the amount awarded to a county, group of counties, or region based upon the availability of funds, the reasonableness of the cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in section 365.173(2)(h)1.,2., and 3., Florida Statutes, E911 State Plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County, group of counties or region,

**Application and instructions for 911 Grant Programs, revised July 2021**  
**W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs**

and State alternatives. All stepped pricing should be thoroughly explained, including the corresponding benefits for the county, group of counties or region, and the E911 Board.

- 7.6. Additional documentation must be signed by the local Board of County Commissioner Chair or County Manager. Resulting in third party contracts and sub-contracts, please see DMS agreement.
- 7.7. A signed vendor contract with the county, group of counties, or region contract must be provided.

## **8. Financial and Administrative Requirements**

- 8.1. Grant funds are provided on a cost-reimbursement basis.
- 8.2. Each grantee may submit reimbursement claims to the E911 Board as needed; however, each county is limited to only a single claim request per grant, per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Form (Rule 60FF1-5.0035(4), F.A.C). Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3. Upon written request and with documentation justifying the need, a progress disbursement may be considered with a completed Financial Reimbursement of Expenditures Form, signed vendor contract, itemized purchase order and vendor itemized invoice. All items must comply with the Florida Department of Financial Services (DFS) Reference Guide for State Expenditures. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment.
- 8.4. Reimbursement claims shall include only expenditures related to the specific grant and include copies of signed contracts, purchase orders, itemized invoices, and proof of successful payment to the vendor. The reimbursement request must match the scope of work and budget proposed in the grant applications to include the quote provided with the application. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5. **To assure prompt processing, complete reimbursement claims should be e-mailed to: [E911BoardElectronicGrantReports@dms.fl.gov](mailto:E911BoardElectronicGrantReports@dms.fl.gov)**
- 8.6. Grant funds can only be used between the beginning and end dates of the grant term unless the E911 Board authorizes an extension.

- 8.7. It is the county, group of counties, or region's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost over \$5,000 and the grant is federal, funded a county, group of counties, or region must maintain an inventory of 5 years. This applies to state grants unless the item becomes obsolete.
- 8.8. If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro-rata basis.
- 8.9. The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete (On average five years).
- 8.10. If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
  - Withhold grant payments pending grantee correction of the deficiency.
  - Disapprove all or part of the cost of the activity or action not in compliance.
  - Suspend or terminate the current award for the grantee's project.
  - Suspend or deny future grant awards.
- 8.11. The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.
- 8.12. Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.13. 911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.

## **9. Grant Reporting Procedures**

- 9.1. Grantees will be required to submit:
  - 9.1.1. Quarterly Status Report. (Rule 60FF1-5.0035(2), F.A.C)
  - 9.1.2. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
  - 9.1.3. The Quarterly Status Report shall inform the E911 Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to

those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**9.1.4.** Federal documentation as requested.

**9.2.** Final Reporting Documentation includes:

**9.2.1.** Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in grant reporting item 9.1.

**9.2.2.** Final documentation, including copies of all expenditures and corresponding invoices, shall be submitted within 90 days of the final report. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date.

**9.2.3.** Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county, group of counties, or region shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

**9.2.4.** The counties must provide DMS a copy of the Comprehensive Annual Financial Report (CAFR), consistent with section 218.32 Florida Statutes, no later than August 1 following the completion of the county.

**9.3.** All reports and associated information, federally required documentation, and final reporting documents should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

## **10. Change Requests**

**10.1.** Change requests shall be submitted prior to deviation from any awarded grant application. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the Change Request form.

**10.2.** Prior to a county, group of counties, or region signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on Change Request (Rule 60FF1-5.0035(3), F.A.C) and include an itemized quote and a copy of the new contract to be approved by the E911 Board.

- 10.3.** Time extension requests will not be granted unless the county, group of counties or region has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule.
- 10.4.** Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board for a total of three years.
- 10.5.** Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting.
- 10.6.** The Change Request form and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.

**Application**

County, group of counties or region Taylor

Total Amount Requested: \$78,258.81

Project Title: GIS Data Analysis and Clean Up

1. **Board of County, group of counties or region Commissioners Chair:** Thomas Demps

Mailing Address: P.O. Box 620

City: Perry

State: Fl Zip: 32347 -

Phone: ( 850 ) 838-3500 Fax: (850) 838-3501

Email Address: tdemps@taylorcountygov.com

2. **County, group of counties or region 911 Coordinator:** Dakota Cruce

Mailing Address: 108 N Jefferson St. Ste 103

City: Perry

State: Fl Zip: 32347 -

Phone: ( 850 ) 838-1104 Fax: (850) 223-2049

Email Address: dakota.cruce@taylorsheriff.org

3. **Federal Tax ID Number:** 85-8012622384C-7

**4. County, group of counties or region fact information**

Number of PSAP's	one
Number of Call-taking Positions per PSAP	four
PSAP(s) in which grant funding will apply.	one

**a. Financial Information**

- i. What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? **\$48,350.67**
  
- ii. What are the current annual costs for maintenance of items included in 1? **\$64,671.28**
  
- iii. Total amount of E911 fee revenue received in the preceding year. **\$81,296.36**
  
- iv. Total amount of county, group of counties or region carry-forward funding retained in the preceding year. **\$0.00**
  
- v. Current total amount of county, group of counties or region carry forward funding? **\$189,629.00**
  
- vi. Two-year maximum calculated amount for applied carry forward funding. **\$48,777.82**
  
- vii. Minimum calculated amount for applied carry forward funding (Calculation (Subtract the amount in 5 from the amount in 6)). **\$140,851.18**
  
- viii. Insert in Budget Report as "carry forward funds applied". **\$0.00**



- 5. Describe your county, group of counties or region's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed. Please include the PSAP(s) that the grant will be implemented at to include the type of PSAP(s), primary system, and number of position seats.**

Taylor County is currently utilizing Solacom for our 4 (four) position PSAP. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 (five) with an online database.

- 6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.**

GeoComm proposes to complete the following Geographic Information System (GIS) data professional services, resulting in a highly accurate GIS dataset for use in a Next Generation 9- 1-1 (NG9-1-1) or Public Safety Answering Point (PSAP) mapping systems. The final dataset will comply with National Emergency Number Association's (NENA) standards and PSAP mapping system requirements.

GIS Data Professional Services Including:

GIS Data Analysis

Provisioning Boundary Layer Development or Updates

Service Boundary Layers: PSAP Boundary Layer Development or Updates

Service Boundary Layers: Police, Fire, EMS Layers Development or Updates

Road Centerlines Layer: GIS Data Attribute Standardization: Transform Schema to

NENA NG9-1-1 Model and PSAP Mapping System Requirements

**Application and instructions for 911 Grant Programs, revised July 2021  
W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs**

Road Centerlines Layer: Attribute Updates for MSAG Synchronization  
Road Centerlines Layer: Attribute Updates for ALI Synchronization  
Road Centerlines Layer: Street Connectivity Updates  
Road Centerlines Layer: Address Range Updates  
Site/Structure Address Points Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements  
Site/Structure Address Points Layer: Synchronization with Road Centerlines and Boundary Layers Attributes  
Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization  
Incorporated Municipality Boundary Layer Development or Updates  
Street Name Alias Table Creation  
Road Centerlines Layer: Spatial alignment  
Site/Structure Address Points Layer: Spatial Alignment  
Field Verification Services

- 7. Justification of the need for the proposed project. Provide detailed information on the existing system's/component's which needs replacement. Document the condition with details to justify any system with an expected lifespan of less than 1 year. Each component on the system, (memory, hardware (size of drives) updates of software and/or replacement versions needed, standalone equipment and additional upgrades include UPS in the requests.**

Taylor County GIS does not meet NENA standards and needs to be corrected in order to do so. We do not have the staff or expertise to validate our GIS data against its legacy ALI and MSAG data. The National Emergency Number Association (NENA) recommends that these three databases match at a rate of 98 percent before the GIS data is used to locate emergency callers in an NG911 environment. But thousands of errors exist in every GIS database, and data stewards have to find them all and then figure out how to correct them. It takes a lot of time and effort to work through the issues.

**8. Describe why your county, group of counties or region will not be able to complete this project without this grant funding.**

Even though Taylor County has the carry forward funding available, it is to our understanding that it cannot be used for services. We do not have any other funding to cover this project.

**9. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.**

The GIS, MSAG and ALI database enhancements for the NG9-1-1 GIS project will be accomplished by establishing a contract with the Taylor County's preferred contracted vendor, GeoComm. This project will be completed and closed out within 12-months from the date a signed contract is received by GeoComm. Upon contract execution, the following general steps are necessary to achieve the project goals and objectives:

Phase1: Contract finalized and submitted to GeoComm

Phase2: Project Implementation Meeting- within 30 days of contract receipt

Phase3: Data Assessment/Verification/Map Analysis

Phase4: Data Creation and Remediation

Phase5: Final data delivery and project closeout meeting

Phase6: Data acceptance and project completion form signed by customer

At the completion of Phase 6 the project will be invoiced for payment in full.

**10. If applicable, sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.**

Pricing is based on General Services Administration (GSA) Contract Number GS-35F-0594S

**11. If applicable, please include your previous service dates for any maintenance or support services.**

None.

**12. Please submit the Budget Report**

**13. Assurances**

**ACCEPTANCE OF TERMS AND CONDITIONS:** The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

**DISCLAIMER:** The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

**NOTIFICATION OF AWARDS:** The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

**MAINTENANCE OF IMPROVEMENT AND EXPANSION:** The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county, group of counties or region certifies that all applicable county, group of counties or region procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

**14. Authority**

I hereby affirm my authority and responsibility for the use of funds requested.

\_\_\_\_\_  
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS  
OR COUNTY MANGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

Regional Signatures if Applicable (add additional lines if needed)

**Appendix I: Authorized Expenditures of E911 Fee, Chapter 365.172, F.S.**

**NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (10) (shown below).**

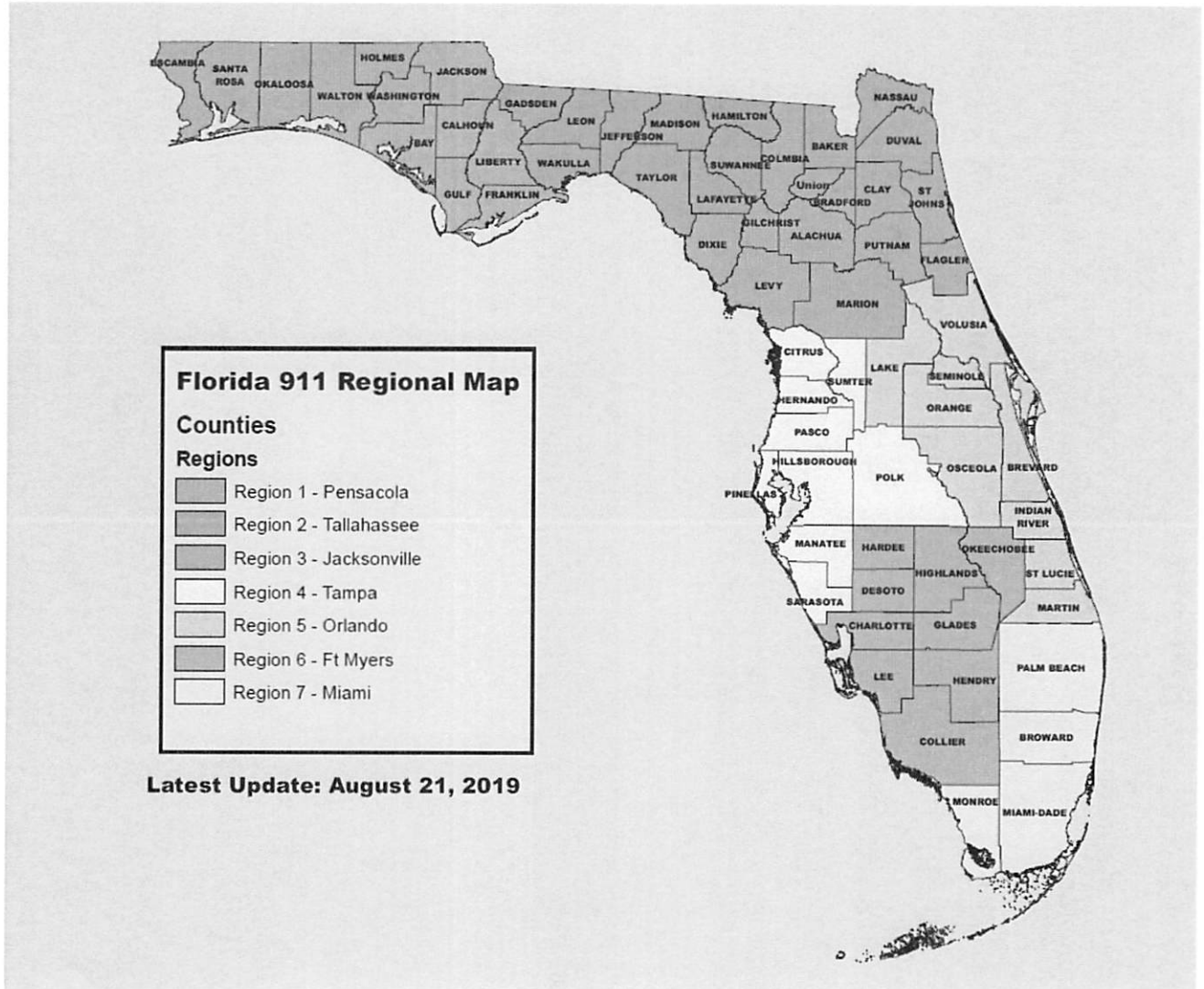
Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county, group of counties or region to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administering the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

**Appendix II: Florida 911 Regional Map**



Application and instructions for 911 Grant Programs, revised July 2021  
 W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs

## **Addendum I: Funding Priorities**

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Grant Programs will be made on a PRIORITY basis. Federal funding will be applied in accordance with federal grant guidelines. Regional 911 system project requests related to systems and equipment will be considered the highest priority within each priority category. If you do not see your specific 911 project listed, you may still apply, as the E911 Board does have some discretion depending on the funding source, availability of funds, and spending authority.

### **1.0 Prepaid and Wireless Funding Priorities**

**PRIORITY 1:** Primary and Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than one year.

**PRIORITY 2:** Development and maintenance of 911 routing statewide, geographic, and management information systems.

- A) Statewide routing system
- B) Regional, as an incremental step towards statewide routing

**PRIORITY 3:** Information System

- A) GIS Data support-assisting counties in meeting the 98% NENA GIS Data minimum standards
- B) GIS Maintenance Tools
- C) Management Information System

**PRIORITY 4:** Develop and maintain next generation 911 services and equipment.

- A) Next Generation 911 Equipment and Emergency Services IP based network
- B) Next Generation Core Services

**PRIORITY 5:** Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This may include the following, listed in order of funding priority:

- A) Map System Equipment - map generation hardware and software licensing are limited to components for two stations.
- B) GIS Centerline point generation and map accuracy systems.
- C) Synchronization of GIS, ALI, and MSAG database meets the minimum standard 98 % for Geospatial call routing-per NENA i3 standard.



**PRIORITY 6:** Systems that require new or replacement of critical or necessary hardware or software. This may include the following back-up PSAPs system equipment, listed in order of funding priority A-H:

- A) Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display, and call answering.
- B) Map Display Equipment
- C) Logging Equipment
- D) Lightning Protection Equipment
- E) Uninterruptible Power Supply system and or Generator Equipment
- F) County, group of counties or region Standalone ALI Database Equipment
- G) 911 Call Taker Position Equipment
- H) Net clock

**PRIORITY 7:** GIS sub-addressing projects

**PRIORITY 8:** Aerial Photography / Imaging

- I) Overhead (Nadir) images

**PRIORITY 9:** Infrastructure cabling and building entrance buildout cost.

**PRIORITY 10:** 911 Call taker workstation console/furniture (the portion related to 911 Telecommunicator Workstation Console/Furniture)

## **2.0 Federally Funded Awards**

- 2.1 Eligible costs will be consistent with cost principles identified in 2 CFR Part 200, including Subpart E of regulations. In addition, costs must be reasonable, necessary, allocable, and allowable for the proposed project, and conform to generally accepted.

### **Eligible Costs:**

- A) Contractual costs associated with carrying out programmatic activities of the 911 grant, including for the provision of NG-911 services for consulting services. Recipients are responsible for monitoring the activities and expenditures of vendors and are responsible for ensuring that all solicitation documents reflect activities within the scope of the 911 Grant Program.
- B) Costs to purchase hardware, software, and hosted services.
- C) Costs to purchase hardware, software, and hosted services associated with enabling NG-911 calls to be received, processed, and dispatched. Recipients must specify that the purchase of hardware, software, and services comply with current NG-911 standards, as listed in the

Department of Homeland Security's SAFECOM guidance. Each individual product, however, need not meet every listed standard.

- D) Training costs directly related to NG-911- implementation for public safety personnel. The "Recommended Minimum Training Guidelines" for Telecommunicators must serve as a base level for the training provided. Recipients must submit documentation describing the training being provided, which identifies the included elements from the Minimum Training Guidelines.
- E) Operational Costs to operate the NG-911 system as a dual system to the current legacy 911 system until the legacy E911 or 911 system is shut down and the system is fully operational using only NG-911 technology.

## 2.2 **Ineligible Costs**

- A) Ineligible costs include those costs that are unallowable under the Cost Principles of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please note that costs ineligible for 911 Grant Program support may not be included as matching funds.

## Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

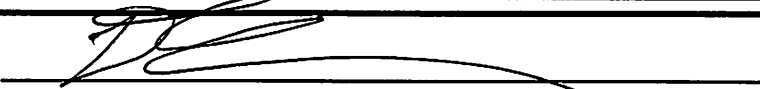
County: Taylor

Project Name: GIS Data Analysis and Clean up

### Budget Categories

Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor) None			
B. Services (Training, Maintenance, and Warranty Items) GIS data services	\$78,258.81	1	\$78,258.81
<b>Overall Project Total</b>			<b>\$78,258.81</b>
<b>Carry Forward Funds Applied</b>			<b>\$0.00</b>
<b>Grant Request Total Less Carry Forward Applied</b>			<b>\$78,258.81</b>

Notes:

  
 \_\_\_\_\_  
 Signature, 911 County Coordinator

**County E911 Fiscal Information**

Item No.	E911 Fee Revenue		
1	County	Taylor	Fiscal Year 2020-2021
2	Wireless Fee Revenue	\$42,075.85	
3	Non-Wireless Fee Revenue	\$20,534.32	(LEC, Wireline, & VoIP)
4	Pre-Paid Fee Revenue	\$18,686.19	
5	Total Fee Revenue	\$81,296.36	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)

Item No.	E911 Allowable Expenditures	
6	Fee Revenue Expenditures	81,296.36

Item No.	E911 Carry Forward & Excess Carry Forward		
9	Allowable Carry Forward	\$24,388.91	Maximum Allowable (30% of Item #5)
10	Actual Carry Forward	\$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9
11	Excess Carry Forward Recovery	\$0.00	

Item No.	Contact Information	
12	Preparer's Name	Dakota Cruce
13	Preparer's Title / Position	911 Coordinator
14	Telephone Number	850-838-1104
15	Preparer's Email	dakota.cruce@taylorsheriff.org
16	Date	09/26/2022

**In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes**

**County E911 Fiscal Information**

Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006  
Requirements for County Carry Forward Funds & Excess Funding  
04/2020



## GIS Professional Services

Proposal for Taylor County, Florida

September 20, 2022

## GIS Professional Services

GeoComm proposes to complete the following Geographic Information System (GIS) data professional services, resulting in a highly accurate GIS dataset for use in a Next Generation 9-1-1 (NG9-1-1) or Public Safety Answering Point (PSAP) mapping systems. The final dataset will comply with National Emergency Number Association’s (NENA) standards and PSAP mapping system requirements.

Services description and customer responsibilities and project deliverables are provided below.

*Prices are valid for a period of 90 days.*

*Pricing is based on General Services Administration (GSA) Contract Number GS-35F-0594S*

*\*Field Verification Services includes travel expenses of \$3,319 not eligible on the GSA contract.*

### GIS Professional Services Overview and Pricing

<b>GIS Data Professional Services Including:</b>	<b>Price</b>
<ul style="list-style-type: none"> <li>GIS Data Analysis</li> <li>Provisioning Boundary Layer Development or Updates</li> <li>Service Boundary Layers: PSAP Boundary Layer Development or Updates</li> <li>Service Boundary Layers: Police, Fire, EMS Layers Development or Updates</li> <li>Road Centerlines Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements</li> <li>Road Centerlines Layer: Attribute Updates for MSAG Synchronization</li> <li>Road Centerlines Layer: Attribute Updates for ALI Synchronization</li> <li>Road Centerlines Layer: Street Connectivity Updates</li> <li>Road Centerlines Layer: Address Range Updates</li> <li>Site/Structure Address Points Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements</li> <li>Site/Structure Address Points Layer: Synchronization with Road Centerlines and Boundary Layers Attributes</li> <li>Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization</li> <li>Incorporated Municipality Boundary Layer Development or Updates</li> <li>Street Name Alias Table Creation</li> <li>Road Centerlines Layer: Spatial alignment</li> <li>Site/Structure Address Points Layer: Spatial Alignment</li> <li>Field Verification Services</li> </ul>	<b>\$78,258.81</b>
<b>Contract Total \$78,258.81</b>	
Notes: Pricing is based on GSA Contract Number GS-35F-0594S.	

## **Project Management Description**

GeoComm will dedicate time to project management and ongoing communication throughout the project. GeoComm will hold a project initiation conference call with your project team to:

- Introduce project stakeholders to the GeoComm project team
- Review project objectives and goals
- Define mutual expectations
- Establish communication processes
- Review the project timeline, including periodic progress reporting
- Review NENA NG9-1-1 GIS Data Model standard and PSAP mapping system requirements
- Discuss initial GIS data schema
- Discuss existing resources that may be used in developing the GIS data layers

Throughout the project, regular status updates will be provided which include progress updates; issues encountered or foreseen, with plans for mitigation; goals for the next reporting period; a schedule review; and customer responsibilities.

## **GIS Professional Services Description**

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### **GIS Data Analysis**

A GIS data analysis will be completed to identify the gaps and discrepancies in and between the GIS data and MSAG and ALI databases. The analysis includes reviewing the quality of GIS data layers individually and their synchronization level with the MSAG and ALI databases. The results and lists of errors will be compiled into a digital report. A conference call will be scheduled to review the report and answer questions. The report will identify:

- Incorrect, incomplete, and inconsistent data and databases
- Discrepancies between data and databases
- Topology/Connectivity issues
- Road centerlines line direction issues
- Duplicate addresses

### **Provisioning Boundary Layer Development or Updates**

If existing provisioning boundaries are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. If no provisioning boundary layer exists, GeoComm will develop a layer based on existing municipal and/or county boundary layers or other resources you provide. Topological adjustments along borders will be made; ensuring boundaries are snapped to road centerlines, where applicable.

Development or updates to this layer will be based on resources provided and an understanding of the extent of your GIS provisioning responsibility within an NG9-1-1 deployment. After the layer is developed, GeoComm will provide a digital map for your review and approval.

The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as “mandatory” (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as “optional” and “conditional,” will be retained if attributes already exist in the current layer.

### **Service Boundary Layers: PSAP Layer Development or Updates**

If existing PSAP boundaries are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. If no PSAP boundary layer exists, GeoComm will develop a layer based on existing municipal and/or county boundary layers or other resources provided. Topological adjustments along borders will be made; ensuring boundaries are snapped to road centerlines, where applicable.

The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as “mandatory” (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as “optional” and “conditional,” will be retained if attributes already exist in the current layer. Note that some mandatory attributes (such as URN and URI) cannot be obtained until there is an active NG9-1-1 deployment underway and the Next Generation Core Service (NGCS) provider determines the attributes to populate.

Other categories, such as “optional” and “conditional,” will be retained if attributes already exist in the current layer.

### **Service Boundary Layers: Police, Fire, EMS, Layers Development or Updates**

If existing emergency service boundaries representing the areas covered by police, fire, and EMS responders are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. In some systems, these layers may also be used for connecting incoming calls to the correct emergency responders. These layers will also be used for populating attribute information in the road centerlines and site/structure address point layers.

If emergency service boundaries do not exist, three layers will be developed representing the areas covered by police, fire, and EMS responders. These new layers will be based on resources you provide depicting the boundaries. After each layer is developed, GeoComm will provide a map for your review and approval. The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as “mandatory” (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as



“optional” and “conditional,” will be retained if attributes already exist in the current layer. Note that some mandatory attributes (such as URN and URI) cannot be obtained until there is an active NG9-1-1 deployment underway and the Next Generation Core Service (NGCS) provider determines the attributes to populate. Other categories, such as “optional” and “conditional,” will be retained if attributes already exist in the current layer.

If required by your data standards, a fourth layer will be developed representing the emergency service numbers throughout the area.

### **Road Centerlines Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements**

GeoComm will review the GIS data schema of the provided road centerlines to determine their conformance with the latest NENA NG9-1-1 GIS Data Model and PSAP mapping system requirements. A side by side comparison of the existing and recommended GIS data structures will be provided. GeoComm will then convert your GIS data into a schema following the NENA NG9-1-1 GIS Data Model (NENA-STA-006) and PSAP mapping system schema. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

### **Road Centerlines Layer: Attribute Updates for MSAG Synchronization**

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road centerlines layer updates include:

- Updating legacy attribute fields to correspond with road names, communities, and ESN values in the Master Street Address Guide (MSAG).
- Extending address range attributes to synchronize with the MSAG, or, if it is the MSAG range that needs to be modified, GeoComm will include that in the list of discrepancies for you to submit to your database provider for updates.
- Left and Right Field Attribution for Country, State, County, Incorporated Municipality, and MSAG Community based on resources provided. Optional attributes will be retained if attributes already exist in the current layer.

### **Road Centerlines Layer: Attribute Updates for ALI synchronization**

GeoComm will update the road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road layer updates include:

- Road Name Updates – road name attributes will be updated to correspond to road names in the ALI database.

- Road Range Updates - road range attributes will be updated to accommodate ALI records.
- Legacy Field Attribution - legacy fields in the GIS data will be attributed to match ALI record information.

However, if it is the ALI record address which requires modification, GeoComm will identify these and provide them for you to work with your ALI database provider for updates.

### **Road Centerlines Layer: Street Connectivity Updates**

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. For street connectivity updates, road centerlines will be broken and snapped to create topological accuracy for proper address location.

Road centerlines will be broken at emergency service boundary layers, available community boundaries (including county, municipal, postal, and zip code boundaries), PSAP and provisioning boundaries, and true intersections with other road centerlines. Corresponding boundary updates will be made to emergency service and incorporated municipality boundaries (if provided) which run alongside road centerlines to ensure coincident lines with corresponding road centerlines.

### **Road Centerlines Layer: Address Range Updates**

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road centerlines layer update processes include validating or correcting the following address range issues:

- Overlapping address ranges
- Invalid high address range is less than the low address range
- Invalid odd/even address ranges in both the from and to fields

### **Site/Structure Address Points Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements**

GeoComm will review the GIS data schema of the provided site/structure address points layer to determine its conformance with the latest NENA NG9-1-1 GIS Data Model and PSAP mapping system requirements. A side-by-side comparison of the existing and recommended GIS data structures will be provided. GeoComm will then convert your GIS data into a schema following the NENA NG9-1-1 GIS Data Model (NENA-STA-006) and PSAP mapping system schema. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

### **Site/Structure Address Point Layer: Attribute Synchronization with Road Centerlines and Boundary Layers**

GeoComm will update the existing Site/Structure Address Point layer based on inconsistencies noted during the analysis and provided resources. If there are discrepancies between approved project resources, GeoComm will work with you for verification.

GeoComm will update the existing Site/Structure Address Point layer to ensure attributes are synchronized with road centerlines and boundary layers, points fall in the correct PSAP boundary, and are spatially placed along the correct centerline segment where possible.

### **Site/Structure Address Point Layer: Attribute Updates for ALI Synchronization**

Road name attributes will be updated to correspond to road names in the Automatic Location Information (ALI) database and to synchronize with road centerlines attributes. Legacy fields in the GIS data will be attributed to match ALI record information. However, if it is the ALI record address which requires modification, GeoComm will identify this in the list of discrepancies for you to submit to your database provider for updates.

In addition, duplicate addresses and potentially missing address points will be investigated with assistance from the customer.

### **Incorporated Municipality Boundary Layer Updates or Development**

If existing incorporated or municipal boundaries are provided, they will be updated to ensure no gaps and overlaps exist between boundaries.

If incorporated or municipal boundaries do not exist, existing publicly available GIS data and/or provided resources will be used to develop a polygon layer representing incorporated municipality boundaries within your jurisdiction. After the layer is developed, GeoComm will provide a digital map for your review and approval.

The data schema will follow your PSAP mapping system requirements and the latest NENA NG9-1-1 GIS Data Model. At minimum, GIS layer attributes categorized as "mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted.

Other categories, such as "optional" and "conditional," will be retained if attributes already exist in the current layer.

This layer will be used to populate municipality attributes in the road centerlines layer and/or site/structure address point layer and will be available for visual display in your PSAP mapping system.

### **Street Name Alias Table Creation**

An alias name table will be developed based on provided resources indicating alternative street names in your jurisdiction, allowing the 9-1-1 system to utilize multiple street names for the same street segments.

A unique road ID will be used to relate the names for each road name in the alias table to the correct road segment in the road layer.

### **Road Centerlines Layer: Spatial Alignment**

Roads not aligned with publicly available or provided aerial imagery will be spatially adjusted to fit within a minimum of twelve feet from the street centerline, from the visual road center as determined by imagery. Imagery will appear smooth at a scale of 1:4,632 in rural areas and 1:1,968 in urban areas. Line direction will follow the increase in address numbers.

As part of this process, missing named roads will also be identified and added, as needed.

### **Site/Structure Address Point Layer: Spatial Alignment**

Based on provided resources including a tax parcel layer containing a situs address field and any available building footprint data, GeoComm will develop new address points with accompanying descriptive attributes for structures where a point does not already exist.

New points will be placed at a location (e.g. on structure rooftops or at driveway entrances) according to your PSAP mapping system requirements or the methodology used for existing points. On-site collection or verification of address points may be provided for an additional fee.

For multi-unit structures (e.g. apartment complexes, strip malls, mobile home parks) where a point does not already exist, GeoComm will create one new point for each building with a unique street address number (not including unit numbers) and will work with you to establish an agreed-upon point placement methodology. If multiple points already exist for individual units of a multi-unit structure, these points will be retained but will not be moved unless resources indicate the points are incorrectly placed. The development of points for individual units, such as individual apartments or office suites, may be provided for an additional fee.

The accuracy of newly developed points will be dependent upon the provided resources. Site/structure address point development requires a parcel map with situs address information or another GIS resource containing the location and physical address of each addressable structure.

## **Field Verification Services**

GeoComm's extensive experience in building site/structure address point layers for clients over the years has shown that resources alone, such as tax parcels, ALI databases, and orthoimages, can yield an accurate SSAP layer, however, may not completely meet industry standards. GeoComm will assist you with field verification services.

The final field verification plan would be discussed with and approved by you before any GeoComm GIS staff complete field work in the county. Field verification services would be provided under the following parameters:

- GeoComm would make a (one) pass through the county visiting questionable or missing points; additional on-site visits to points that could not be verified are not included in this scope of work. If it is determined that more full days of fieldwork are needed, customer would be charged a per day fee based on the amount of work remaining.
- Public awareness will be the responsibility of the customer. GeoComm will discuss field plans with you in advance of fieldwork.
- Field verification is limited to verifying houses with visible signage. Gated communities will be verified if customer provides access to the communities.
- GeoComm field verification staff will adhere to any posted no trespassing signs. No door-to-door verification services will be provided where staff would interact with the customer.

## Project Deliverables and Customer Responsibilities

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We believe our customers play a critical role in a project's success. While GeoComm will lead the project efforts, we will partner with you to ensure you have in-depth project knowledge and are kept informed about the project status and meeting project goals.

### Project Deliverables

- General project support
- Project schedule
- Regular status reports and conference calls
- GIS Data Analysis
- Provisioning Boundary Layer
- PSAP Boundary Layer
- Police, Fire, and EMS Layers
- Road Centerlines Layers
- Site/Structure Address Points Layers
- Incorporated Municipality Boundary Layer
- Street Name Alias Table

The final GIS map data layers will be delivered in Esri format and in the projection in which the data was provided to GeoComm.

Note that the completeness and accuracy of the final GIS layers is dependent on provided project resources. To achieve a high synchronization rate between the GIS data and the MSAG, you may need to make additional updates to the MSAG.

### Customer Responsibilities

It is requested that you provide the following support and resources:

- Assist in coordinating and attending periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing quality assurance tasks
- Provide a single point of contact available for communication throughout the project
- Review preliminary emergency boundary maps and provide input on updates needed
- Review final synchronization results and provide any needed GIS data updates back to GeoComm within a 30-day timeframe
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (<https://geo-comm.com/gis-data-submission/>).
- Existing GIS data in Esri format including map projection information
- Current copies of your ALI and MSAG in Microsoft Excel format
- Digital or hard copy resources depicting road centerlines and boundary updates

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**

**Gwen Wright and husband and other member of our family and members of the community.**



**MEETING DATE REQUESTED:**

10/03/2022

**Statement of Issue: Treatment by EMS Staff**

**Recommended Action:** Investigation of EMS Staff

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By: Karen Spell and Stacey Stringfellow**

**Contact: Stacey 229-414-2192 or Karen Spell 229-560-1870 ( need to spots one for each of us to relay our concerns.**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**



Public Safety Communications – SLERS P25

**Meeting Date:**

10/3/2022

**Statement of Issue:** Board to receive update on the SLERS P25 migration and begin discussion on capital needs

**Recommendation:**

**Fiscal Impact:** \$ \_\_\_\_\_ **Budgeted Expense:** Yes  No  N/A

**Submitted By:** Dan Cassel

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Taylor County Public Safety radios operate on the State Law Enforcement

Radio System (SLERS) which is an older EDACS system. As part of a federal mandate the state system is migrating to a P25 system. When the migration reaches our region most of the current radios in use will become inoperable. The expected date is Feb. 2024 but is subject to change based on progress made by Harris.

Representatives from Williams Comm. (Harris) have given an idea that migration could happen as soon as Oct.

2023, this along with delays up to 8 months to receive equipment mean hardware will be needed sooner than previously anticipated on old information.

**Options:** 1. \_\_\_\_\_

2. \_\_\_\_\_

**Attachments:** 1. \_\_\_\_\_



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**

**THE BOARD TO CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTION OF STEINHATCHEE NOISE ORDINANCE.**



**MEETING DATE REQUESTED:**

10/03/2022

**Statement of Issue:** TO ALLOW FOR PROSECUTION OF TAYLOR COUNTY CODE CHAPTER 30-ARTICLE IV, STEINHATCHEE NOISE CONTROL.

**Recommended Action:** APPROVE

**Fiscal Impact:** TBD

**Budgeted Expense:**

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 850-838-3500 EXT. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** TAYLOR COUNTY CODE CHAPTER 30-ARTICLE IV ALLOWS FOR PROSECUTION FOR VIOLATIONS OF THE STEINTHACHEE NOISE CODIFIED ORDINANCE. VIOLATIONS OF SAID ORDINANCE MAY BE FOUND GUILTY OF A 2<sup>ND</sup> DEGREE MISDEMEANOR.

**DUE TO THE FACT THAT THIS IS A COUNTY ORDINANCE TAYLOR COUNTY MUST ENTER INTO AGREEMENT WITH A PROSECUTOR TO REPRESENT TAYLOR COUNTY. ATTORNEY C. CLINE MOORE AS AGREED TO REPRESENT TAYLOR COUNTY.**

**Options:** APPROVE/ DO NOT APPROVE

**Attachments:** PROFESSIONAL RETAINER AGREEMENT  
CODIFIED ORDINANCE

**G. CLINE MOORE  
ATTORNEY AT LAW, P.A.**

**107 East Green Street  
Perry, Florida 32347  
(850) 584-3300  
(850) 584-9382 – Fax**

August 2, 2022

Taylor County Board of County Commissioners  
Attn: LaWanda Pemberton  
Taylor County Administrative Complex  
Perry, Florida 32347

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Re: Noise Ordinance Violation (RETAINER AGREEMENT).

Dear Ms. Pemberton:

This letter follows our conference concerning my acting as your attorney regarding representing the County in noise ordinance complaints. I, of course, make no promise, express or implied, regarding the eventual resolution or outcome of this matter.

The amount of work that my representation of you will require, and my legal fees for that work, cannot presently be determined because I do not know the extent to which contested proceedings, court appearances (such as hearings and trials), prolonged negotiations, legal research, pretrial discovery, and the like, will be involved. This retainer agreement does not include legal services in connection with appeals of any kind except that, pursuant to your written request, I will file and serve a notice of appeal with respect to any judgment or order which you believe adversely affects your interests.

You agree to pay this firm the sum of \$250.00 per hour as our legal fees for representation in these matters. In the event a specific amount was deposited for costs and expenses other than attorney fees, any unused portion of that deposit will be returned. Our acceptance of any deposit is in no way a representation that our legal fees and disbursements to be incurred in this matter will be limited to the amount of your deposit or deposits.

You understand that charges for our legal services, including charges for the work of attorneys and paralegals, vary depending upon skill and experience, and that hourly billing rates are periodically changed. My current hourly rate is \$250. We will utilize the services of associates and paralegals with lower rates whenever possible.

Taylor County Board of County Commissioners  
August 2, 2022  
Page Two

You understand that disbursements will be billed in addition to the billings for legal services. Disbursements may include, but are not limited to, the costs of court filing, service of process, transcripts, photocopying, long distance telephone calls, travel, expert witness and other consultants, investigators, computerized legal research, word processing support, postage (other than first class letters), and the like. For your convenience and for expediency, we may advance funds for some disbursements. As to other disbursements, we will forward to you the bill or invoice when we receive it from the person providing the service or that person may forward his bill or invoice to you directly; you agree to pay those disbursements directly.

We agree to bill you for legal services and disbursements on a bi-weekly basis and you agree to pay each bill upon receipt. You will be personally responsible for the payment of all disbursements and charges for legal services, regardless of the outcome of the matter.

Accounts not paid by the due date will be charged a **FINANCE CHARGE**. This charge will be the lesser of (a) interest at the rate of **ONE AND ONE-HALF PERCENT PER MONTH**, which is an **ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT**, or (b) the maximum legal rate permitted under applicable law for accounts of this character, applied against the previous balance after deducting payments and credits received prior to the due date. If it is necessary to bring legal action against you or incur any other costs to collect this account, you agree to pay all fees and costs in addition to any amounts due hereunder.

During the course of our representation if the outstanding balance on your account is not paid within sixty (60) days from original due date, we will suspend work and withhold any deliverables until your account is current.

We will represent you to the best of our ability. However, we reserve the right to withdraw as your attorneys at any time after reasonable notice to you. Should either you or we find it necessary to end our representation of you in this matter, you agree to pay all amounts owing for legal services and disbursements at the time representation is ended, plus the additional legal fees and disbursements resulting from ending our representation.

Although this letter may sound very formal, the Lawyer's Code of Professional Responsibility recommends a clear statement of the arrangements for your engagement of us, and we believe that our clients prefer such a statement.

Taylor County Board of County Commissioners  
August 2, 2022  
Page Three

I am pleased to have this opportunity to represent you. If the foregoing terms of my representation are agreeable to you, please sign and return this letter.

Very truly yours,

G. CLINE MOORE  
ATTORNEY AT LAW, P.A.



\_\_\_\_\_  
FOR THE FIRM

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I have read the above letter, fully understand its contents, and verify that it is an accurate statement of my agreement and understanding with G. CLINE MOORE, Attorney at Law, P.A. regarding the Firm's representation of me in the above matter.

\_\_\_\_\_  
Taylor County Board of County Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

**G. CLINE MOORE  
ATTORNEY AT LAW, P.A.  
107 East Green Street  
Perry, Florida 32347  
(850)-584-3300  
(850)-584-9382 – Fax**

August 2, 2022

Taylor County Board of County Commissioners  
Attn: LaWanda Pemberton  
Taylor County Administrative Complex  
Perry, Florida 32347

Re: ~~Noise Ordinance Violations (RETAINER AGREEMENT).~~

Dear Ms. Pemberton:

Please find enclosed an original and a copy of a retainer agreement which sets forth this firm's agreement regarding representation of the County regarding noise ordinance issues.

Please do not be offended by the agreement. I am attempting to comply with our professional code and have on file a retainer agreement for all my clients. Please consider the enclosed agreement applicable to future matters I may take care of on your behalf. Please sign the enclosed agreement if it is acceptable to you and return it to my office in the self-addressed, stamped envelope, along with your retainer fee. Please retain the copy of the retainer agreement for your file.

If you have any questions concerning the agreement, please do not hesitate to call.

Sincerely,



G. CLINE MOORE

GCM/kb  
Enclosures

## ARTICLE IV. - STEINHATCHEE NOISE CONTROL

### Sec. 30-101. - Short title; boundaries.

This article shall be known and cited as the "Noise Control Ordinance for the Unincorporated Area of Taylor County, Florida known as Steinhatchee" and more particularly described as follows:

Commence at the Intersection of the North boundary line of Section 17, Township 9 South, Range 10 East and the Steinhatchee River for a Point of Beginning; thence run West along the North boundary line of Sections 17 and 18, T9S, R10E to the Point of Intersection with State Road 51, thence run Southerly along the West boundary line of State Road 51 to a Point of Intersection with the North boundary line of McCain Tower Road, continue West along said North boundary line of McCain Tower Road through Section 18, T9S, R10E and Sections 13, 14, and 15, T9S, R9E to the intersection with County Road 361 (Beach Road), continue West across County Road 361 through Sections 15 and 16, T9S, R9E to the half section line of Section 16, T9S, R10E, thence run South through Sections 16 and 21, T9S, R9E to the Gulf of Mexico, thence run Southerly, Easterly and Northerly along the shore line of the Gulf of Mexico and the Northwesterly boundary of the Steinhatchee River back to the Point of Beginning.

(Ord. No. 2007-08, § 1, 7-17-2007)

### Sec. 30-102. - Applicability.

This article shall apply to and be enforced in the above described area known as Steinhatchee, Florida.

(Ord. No. 2007-08, § 2, 7-17-2007)

### Sec. 30-103. - Scope.

This article shall apply to all sound originating within the unincorporated area known as Steinhatchee or described in section 30-101. It shall be unlawful, except as expressly permitted below, to make, cause or allow the making or any sound which exceeds the limits set forth in section 30-106.

(Ord. No. 2007-08, § 3, 7-17-2007)

### Sec. 30-104. - Definitions.

The following definitions shall apply in the interpretation, enforcement and intent of this article. When not inconsistent with the context, words used in the present tense include the future, words used in the singular include the plural, and the plural the singular. The word "shall" or "must" is always mandatory and not merely directory. The word "may" is permissible and not mandatory. The masculine gender shall include the feminine or neutral gender. All terms used herein and not defined below shall be in conformance with applicable publications and standards of the American National Standards Institute (ANSI) or its successor body.

*A weighted sound level* means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

*Amplified sound* means any noise or sound that is artificially enhanced or increased in volume by means of amplifiers, speakers, tape or disc players, radios, or similar electronic or electric devices.

*County administrator* means the county administrator of Taylor County or his or her designee.

*Decibel (dB)* means a unit for describing the amplitude of sound, equal to 20 times the logarithm in the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micronewtons per square meter.

*Noise control officer (NCO)* means the Taylor County Sheriff, code enforcement officer and any other person(s) designated as such by the sheriff or the board of county commission.

*Person* means any individual, association, partnership, corporation or other entity and includes any officer, employee, department, agency or instrumentality of the United States, the state or any political subdivision thereof.

*Plainly audible* means sound emanating from a source that can be clearly heard, including the bass sounds of music, whether or not the noise control officer can make out words.

*Sound level* means the A-weighted sound pressure level obtained by the use of a sound level meter and frequency weighing network, as specified in American National Standards Institute specification for sound level meters (ANSI S1.4-1971, or the latest approved version thereof).

*Sound level meter* means an instrument that includes a microphone, amplifier, RMS detector, response dampening circuit, output meter, and weighing network used to measure sound pressure levels.

*Sound pressure level* means 20 times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference of 20 micronewtons per square meter.

*Sunrise* means 30 minutes before the official sunrise as indicated in the Farmer's Almanac.

*Sunset* means 30 minutes after the official sunset as indicated in the Farmer's Almanac.

(Ord. No. 2007-08, § 4, 7-17-2007)

#### Sec. 30-105. - Measurement standards.

Standards, instrumentation, personnel, measurement procedures, and reporting procedures to be used in the measurement of sound shall be consistent with accepted principles of noise measurement in accord with the standards of the American National Standards Institute or its successor body.

(Ord. No. 2007-08, § 5, 7-17-2007)

#### Sec. 30-106. - Maximum permissible sound levels by receiving use.

- (a) No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level that exceeds the sound level limits set forth for the appropriate use category in Table 1 below. The measurement shall be taken at the property line of the property where the sound originates from.

Table 1. Maximum Sound Levels

Land Use Categories	Time	Sound Level Limit (d.b.a.)
---------------------	------	----------------------------

Mixed Use Urban Area	Sun-down to sun-up	65
Mixed Use Urban Area	Sun-up to sun-down	70
Mixed Use Rural Area	Sun-down to sun-up	70
Mixed Use Rural Area	Sun-up to sun-down	70
Agricultural 1 & 2	Sun-down to sun-up	70
Agricultural 1 & 2	Sun-up to sun-down	75

- (b) No person shall operate or cause to be operated any source of amplified sound from a motor vehicle so that the sound is plainly audible at a distance of 100 feet or more from the source of the sound.
- (c) No person shall create or cause any sound within any noise-sensitive zone so as to exceed the decibel levels set forth for such zone when measured at a distance of at least 25 feet from the sound source, provided that conspicuous signs are displayed indicating the noise sensitive use. A noise sensitive use means hospitals, nursing homes, schools, courts of law or other areas designated by resolution of the board of county commissioners, provided that conspicuous signs are displayed indicating the presence of the noise-sensitive use.

- (d) When exceeded. The sound level limits set forth in Table 1 shall be exceeded when any of the following occur:
- (1) The sound at any one point in time exceeds any of the established zone limits in Table 1 by a measured sound level of five Db(A); or
  - (2) The sound exceeds any of the established zone limits in Table 1 by a measured sound level of five Db(A) for a cumulative total of one minute of more out of any ten-minute period; or
  - (3) The sound exceeds, any of the established zone limits in Table 1 by a measured sound level of five Db(A) continually for a period of five minutes, or a total of five minutes out of any ten-minute period.

(Ord. No. 2007-08, § 6, 7-17-2007)

Sec. 30-107. - Method of sound level measurement.

For purposes of section 30-106(a), sound level measurement shall be made with a sound level meter using the A-weighting scale, in accordance with standards promulgated by American National Standards Institute or other reasonable standards adopted by the county.

(Ord. No. 2007-08, § 7, 7-17-2007)

Sec. 30-108. - Exempt noises.

The following are exempt from the provisions of this article:

- (1) Sounds of safety signals, warning devices, emergency pressure relief valves, and bells and chimes of churches.
- (2) Sounds resulting from any authorized vehicle when responding to an emergency call or acting in time of emergency.
- (3) Any sound resulting from activities of a temporary duration authorized by a license or permit issued



pursuant to section 30-109.

- (4) Amplified sound regulated by the federal government, but only to the extent of federal preemption.
- (5) Sounds of lawnmowers and other lawn, tree and garden maintenance equipment being used for ordinary law, tree and garden maintenance between sunrise and sunset.
- (6) Tools and equipment being used to construct lawful structures, including land moving equipment, between sunrise and sunset.
- (7) Sounds generated by school-sponsored activities, including, but not limited to, sporting events, band activities, plays, and graduation and other ceremonies.
- (8) Boats with a motor, except airboats.
- (9) Airboats shall be exempt only from sunrise to sunset. Airboats are required to have a working muffler system and should shut off engines when on dry ground.
- (10) Sounds generated by normal agricultural operations in agricultural areas.
- (11) Discharge of weapons for lawful hunting or target practice in an area where such hunting or target practice is allowed by the land development code or state law between sunrise and sunset.

(Ord. No. 2007-08, § 8, 7-17-2007)

#### Sec. 30-109. - Special permits to exceed noise levels.

Application for a permit for relief from the maximum sound level limits may be made in writing to the county administrator. Any permit granted hereunder must be in writing and shall contain all conditions (including time limits) upon which the permit is granted. The county administrator may grant the special permit as follows:

- (1) The county administrator may impose any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound-attenuating devices.
- (2) If the special purpose is a recurring one, it must not recur more than four times in any calendar year.
- (3) Special permits may be issued for no longer than two consecutive days, renewable by further application.
- (4) Applicant to include in application for permit to exceed noise levels, written acceptance of each property owner within 500 feet of the parcel where the activity will take place.

(Ord. No. 2007-08, § 9, 7-17-2007)

#### Sec. 30-110. - Enforcement responsibility.

NCOs shall have the enforcement responsibility for this article. An NCO shall investigate any potential violations of this article either on complaint of a person alleging a violation or by observation. Such complainant must give his name and address. This article shall not be read to preempt or abrogate the sheriff's authority to issue citation under F.S. § 316.3045.

(Ord. No. 2007-08, § 10, 7-17-2007)

#### Sec. 30-111. - Violations; penalty.

- (a) No persons, or their officers or agents, shall make, maintain, or cause to be made or maintained, a noise disturb unless the noise is exempted in some manner under this article. Noise emanating from one's property after the has or should have knowledge of the condition, shall be deemed to continue with permission of the property ov
- (b) Whoever commits such acts as are of a nature to violate this article, shall be guilty of a misdemeanor of the second degrees, punishable as provided in F.S. § 775.082 or § 775.083.

(Ord. No. 2007-08, § 11, 7-17-2007)

Secs. 30-112—30-130. - Reserved.

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**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

**THE BOARD TO CONSIDER APPROVAL OF A RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE ADMINISTERED BY HUNT INSURANCE GROUP.**



**MEETING DATE REQUESTED:**

October 3, 2022

**Statement of Issue:** TO ENTER INTO A ONE YEAR RENEWAL OF CATASTROPHIC INMATE MEDICAL INSURANCE

**Recommended Action:** APPROVE AGREEMENT

**Fiscal Impact:** \$24,537.60

**Budgeted Expense:** YES

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINSTRATOR

**Contact:** 850-838-3500 EXT. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE CATASTROPHIC INMATE MEDICAL POLICY PROVIDE FOR PER INMATE DEDUCTIBLE OF \$40,000, A PER INMATE COVERAGE LIMIT OF \$250,000 AND A POLICY MAXIMUM OF \$100,000 FOR COVERED EXPENSES/CONDITIONS. THIS POLICY WILL FOR 45% OF ELIGIBLE BILLED CHARGES. STAFF WILL CONTINUE TO NEGOTIATE WITH PROVIDERS TO PROVIDE DISOUNTS FOR MEDICAL CARE. THE BOARD APPROVED OPTION "1" ON SEPTEMBER 5, 2022.

**Options:** APPROVE/NOT APPROVE

**Attachments:** APPLICATION



## Monthly Inmate Report

Insured: Taylor County Jail and Taylor County Board of County Commissioners

Policy Number: IAT-SAI037 Policy Period: 10/01/2022 - 09/30/2023

Coverage Month: \_\_\_\_\_

- **The report and payment must be received before the 1st of the month,**
- Enter the average number of inmates for the most recent completed month into the table below, (i.e, premium due October 1 would be based on August),
- Press enter to calculate the amount due.

Average Number of Inmates	Per Inmate Rate	Amount Due
	\$17.04	\$0.00

Remit payment and Monthly Inmate Report via one of the following options:

<b>Lockbox Address:</b> Hunt Insurance Group, LLC PO Box 20247 Tampa, FL 33622	Include a copy of this report with your check
<b>ACH/Wire Payment:</b> Bank Name: Capital City Bank ACH/Wire ABA: 063100688 Account Name: Hunt Insurance Group, LLC Account #: 584281001	Email a copy of this report to <b>Huntbenefits@huntins.com</b>
<b>Credit Card/ACH Debit Payment:</b> <a href="https://huntins.epaypolicy.com">https://huntins.epaypolicy.com</a>	



**Catastrophic Inmate Medical Insurance** Administered by Hunt Insurance Group, LLC

2075 Center Pointe Blvd., Ste. 101, Tallahassee, FL 32308 ☎ Toll Free: (800) 763-4868 ☎ [huntbenefits@huntins.com](mailto:huntbenefits@huntins.com) ☎ [www.inmatemedicalinsurance.com](http://www.inmatemedicalinsurance.com)

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**SIRIUS AMERICA INSURANCE COMPANY**  
**One Liberty Plaza**  
**New York, New York 10006-1404**

**APPLICATION AND POLICY SCHEDULE FOR EXCESS LOSS INSURANCE**

**Part I Proposed Policyholder**

- a. **Full Legal Name of Proposed Policyholder**  
Taylor County Jail and Taylor County Board of County Commissioners
- b. **Address and TIN**  
589 Highway 27 East  
Perry, Florida 32347 59-6000880  
*Tax Identification Number*
- c. **Name and Title of Contact Person** LaWanda Pemberton
- d. **Proposed Policyholder is** 9223 - Correctional institutions  
*Please describe type of entity or type of business that will own policy*
- e. **Requested Effective Date** October 1, 2022  
Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius has received the initial premium on or before that date. The Policy Term will end one year after its Effective Date unless otherwise requested and agreed to by Us.
- f. **Eligible Persons Under Your Plan to be Covered Under This Policy**  
*Please check all that apply*  
 Retired Employees       Former Employees Continuing Coverage under COBRA or other continuation provisions of the Plan  
 Disabled Employees       Employees not Actively at Work on their Effective Dates  
 Other – Eligible persons during pursuit of, in Custody of, or Incarcerated in stated facility
- g. Minimum enrollment  120 Covered Units, or % Initial Enrollment \_\_\_\_\_

**Part II Plan of Insurance and Premium Calculation**

*Please check all coverages and options for which You are applying*

- a.  **Specific Excess Loss Coverage**
- i. Include coverage for:  Medical Plan       Prescription Drug Plan
- ii. Specific Deductible Amount Per Covered Person \$ 40,000
- iii. Aggregating Specific Deductible \$ N/A  
*Fixed dollar amount or, if greater, amount x number of Covered Persons*
- iv. Specific Lifetime Maximum \_\_\_\_\_ Per Covered Person \$ \_\_\_\_\_
- v. Specific Benefit Period maximum reimbursement per Covered Person \$ 250,000
- vi. Specific Reimbursement Percentage 100%

vii. Contract Basis -- Benefit Period includes reimbursement for Covered Expenses

Incurred from October 1, 2022 through September 30, 2023  
enter date  
 and Paid from October 1, 2022 through March 31, 2024  
enter date

viii. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to

\$ N/A per Covered Person; \$ \_\_\_\_\_ in total.

ix. Monthly Premium Rates --

Per Covered Unit	Premium Rate	Number Covered
Other— Inmate	\$ 17.04	120

b.  **Aggregate Excess Loss Coverage**

- i. Include coverage for:  Medical Plan  Prescription Drug Plan  
 Dental Plan  Vision Plan

ii. Individual Claim Limit \$ \_\_\_\_\_

iii. Maximum Aggregate Reimbursement \$ \_\_\_\_\_

iv. Aggregate Reimbursement Percentage \_\_\_\_\_

v. Contract Basis--Benefit Period includes reimbursements for Covered Expenses

Incurred from \_\_\_\_\_ through \_\_\_\_\_  
enter date enter date  
 and Paid from \_\_\_\_\_ through \_\_\_\_\_  
enter date enter date

vi. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to  
 \$ \_\_\_\_\_ per Covered Person;  \$ \_\_\_\_\_ in total.

vii. Monthly Aggregate Factors and Premium Rates

Covered Unit	Factor	No Covered	Premium Rate
Other- please describe			

viii. Minimum Aggregate Attachment Point \$ \_\_\_\_\_

**Additional Options**

- i. Terminal Aggregate Liability Option  included  excluded

*When this Option is in effect, Monthly Aggregate Factors shown above and applicable to the full Policy Term are modified to:*

Monthly Aggregate Factors

Covered Unit	Factor	PEPM Cost

- ii. Aggregate Accommodation Option  included  excluded  
 Advance Threshold \$ \_\_\_\_\_ PEPM Cost

- iii. Specific Advance Reimbursement Option  included  excluded  
 Minimum Advance Reimbursement \$ \_\_\_\_\_

**c. Special Limitations:**

Please list (a) any special Specific Deductibles or other limitations applicable to individuals for whom information was included on the Disclosure Statement, identifying the deductible amount, limitation and name of individual to which it applies, and (b) any Special Limitations and conditions applicable to the Policy applied for.

<b>Hospital</b>	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
<b>Ambulance</b>	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
<b>DME</b>	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
<b>Pharmaceutical</b>	Limited to those provided and administered during a Hospital Stay. Specialty Drugs are not covered.
<b>Outpatient</b>	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
<b>Professional</b>	Lesser of the Amount Paid or 45% of Eligible Billed Charges.
<b>Other Provisions</b>	<ol style="list-style-type: none"> <li>1. Charges for Pre-Booking injuries are included under this agreement.</li> <li>2. Policy Maximum is \$1,000,000 per Benefit Period.</li> <li>3. Mental, Nervous, or Substance Abuse Benefits: Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage.</li> <li>4. Any service rendered inside the walls of this, or any jail, are excluded.</li> <li>5. Eligible dialysis charges will be paid at the Lesser of the Amount Paid or 150% of Medicare.</li> </ol>

**Part III Administrative Information**

- a. Your Third Party Administrator (TPA) is N/A
- b. Your Agent of Record is Leon Daniel Lancaster
- c. Your Initial Premium Deposit \$ 2,044.80  
*Amount submitted with this application*

**Part IV Acknowledgements and Signatures**

- a. **Plan Provisions** Applicant attests that the Plan Document provided to Us includes at least the following provisions:
- i. **Employees** – definition, including minimum qualifying hours worked, eligibility, effective date and HIPAA eligibility date provisions;
  - ii. **Dependents** – definition, including all age requirements, eligibility and effective date provisions;
  - iii. **Termination** – when benefits and eligibility cease, any continuation/extension of coverage provisions for leave, layoff or disability, including all applicable state and federal (COBRA) continuation requirements;
  - iv. **Transplants** – Covered Person and non-Covered Person donor benefits, recipient benefits, including any covered transportation, lodging and companion charges; and

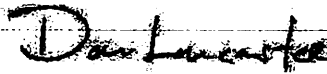
v. **Exclusions** – including any expenses resulting from riot or revolt, and war, whether declared or not; [any charges resulting from occupational accidents or illnesses;] or Alternative Treatments except when Medically Necessary and cost-effective compared to standard treatments.

- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that (i) applicant is entitled under applicable law to provide self-funded health benefits to its (employees, members, students) and (ii) all statements and answers in this application are true and complete. I understand and agree that (i) this Application and Policy Schedule will form part of any policy issued, (ii) no information given to or acquired by any representative of Sirius will bind it, unless it is in writing on this application, (iii) no waiver or modification will bind the Company unless it is in writing and is signed by an authorized representative of Sirius, (iv) Our receipt and deposit of Your initial premium does not constitute Our acceptance of liability, (v.) if You or Your TPA have misrepresented or concealed any material fact or circumstance, including any failure to disclosure all information required, We may rescind any policy issued; and (vi) only those persons eligible under Your Plan and the terms of an issued policy will be included.
- c. **Fraud Warning** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Dated at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
*Signed for the Proposed Policyholder*

\_\_\_\_\_  
*Title*



\_\_\_\_\_  
*Signed by Licensed Agent*

**L. Daniel Lancaster**

\_\_\_\_\_  
*Please Print Agent Name*

**W115823**

\_\_\_\_\_  
*Agent License Number and Issuing State*