

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, SEPTEMBER 6, 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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF JULY 18, 21, 28 AND AUGUST 16, 2022.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2022-2023, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
7. THE BOARD TO CONSIDER APPROVAL OF CORRESPONDENCE TO STATEWIDE E911-FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, TO ADVISE OF DAKOTA CRUCE AS THE NEW COUNTY 911 COORDINATOR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR THE 2022 E911 RURAL COUNTY MAINTENANCE GRANT, AS REQUESTED BY DAKOTA CRUCE, 911 COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL/ADVERTISING REQUEST FOR QUALIFICATIONS (RFQS) FOR PROFESSIONAL SURVEYING SERVICES FOR THE HODGES PARK REDEVELOPMENT PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
10. THE BOARD TO CONSIDER A REQUEST FROM SHERIFF PADGET TO KEEP \$210,788.69 AS A BUDGET AMENDMENT.
11. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS RO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND (3), THE ROAD & BRIDGE FUND, THE MSTU FUND, THE SOLID WASTE FUND, THE LANDFILL FUND, THE AIRPORT FUND, (2) AND THE AIRPORT ENTERPRISE FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF REVISED PROPERTY EXCHANGE CONTRACTS IN ASSOCIATION WITH DEADMAN'S CURVE REALIGNMENT PROJECT.

**BIDS/PUBLIC HEARINGS:**

13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER ADOPTION OF PROPOSED AMENDED AND RESTATED FINAL ASSESMENT RESOLUTION, FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE UNINCORPORATED AREAS OF TAYLOR COUNTY, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022.
14. THE BOARD TO RECEIVE BIDS FOR THE SALE OF COUNTY-OWNED PROPERTY IN KEATON BEACH (BLOCK A KEATON BEACH UNIT 1), SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
15. THE BOARD TO ACCEPT AND OPEN BID FOR COUNTY-OWNED PROPERTY LOCATED ON MARINA DRIVE IN KEATON BEACH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

**HOSPITAL ITEMS:**

**PUBLIC REQUESTS:**

17. WALTER ROWELL TO APPEAR TO DISCUSS SOLID WASTE.

**COUNTY STAFF ITEMS:**

18. THE BOARD TO CONSIDER APPROVAL AND AWARD OF THE CONTRACT FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.
19. THE BOARD TO CONSIDER APPROVAL/EXECUTION OF LOCAL AGENCY PROGRAM AGREEMENT TO CONSTRUCT A SIDEWALK ALONG 1<sup>ST</sup> AVENUE IN STEINHATCHEE AND TO CONSIDER ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

20. THE COUNTY ATTORNEY TO DISCUSS PROPERTY ISSUE AND EXECUTION OF PROPOSED QUIT CLAIM DEED TO CONVEY PROPERTY CONVEYED IN ERROR TO TAYLOR COUNTY.

COUNTY ADMINISTRATOR ITEMS:

21. THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM BIG BEND TECHNICAL COLLEGE TO UTILIZE NON-RUNNING AMBULANCES FOR THE DIESEL MECHANIC PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. 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 APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2022-2023.



**MEETING DATE REQUESTED:**

SEPTEMBER 6, 2022

**Statement of Issue:** TO RECEIVE GRANT FUNDING FOR THE OPERATION AND MAINTENANCE OF THE TAYLOR COUNTY PUBLIC LIBRARY.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$62,953

**Budgeted Expense:** Yes

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

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2022 through June 30, 2023.

The Grantee shall:

Have a single administrative head employed full time by the library's governing body;  
Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;

Provide access to materials, information and services for all residents of the area served; and

Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

**Options:** APPROVE/NOT APPROVE

**Attachments:** AGREEMENT  
FUNDING ESTIMATES

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Taylor County Board of County Commissioners for and on behalf of Taylor County  
Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

- a) **The Grantee shall perform the following Scope of Work:**

In accordance with Sections 257.17-257.18, *Florida Statutes*, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2020 - September 30, 2021.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2020 through June 30, 2023. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) **The Grantee agrees to provide the following Deliverables related to the Scope of Work for payments to be awarded.**

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2020 through June 30, 2023.  
The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2020 - September 30, 2021;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2020 - September 30, 2021 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2020 to June 30, 2023, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2020) and concludes with the end of the State of Florida's current fiscal year (June 30, 2023).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2020 – September 30, 2021) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
Phone: 850.245.6620  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Dale Collum  
Taylor County Public Library  
403 North Washington Street Perry Florida 32347-2791  
Phone: 386-294-3858  
Email: [dcollum@3riverslibrary.com](mailto:dcollum@3riverslibrary.com)

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [vendor.myfloridacfo.com](http://vendor.myfloridacfo.com). A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.  
  
The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of August 2021), incorporated by reference, which are

available online at <http://edocs.dls.state.fl.us/fdocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of August 2021) (<http://edocs.dls.state.fl.us/fdocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at [dosgrants.com](http://dosgrants.com).
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in



noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or

employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
1. **Purchases Up to \$2,500:** Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  2. **Purchases or Contract Amounts Between \$2,500 and \$35,000:** Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of January 2020)), incorporated by reference.
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of

Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2022-23 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State

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

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **Monitoring**

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **Audits**

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

##### **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2) F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

### Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:

- A. The Department of State via the DOS Grants System at <https://dosgrants.com>
- B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State via the DOS Grants System at <https://dosgrants.com>

**B. The Auditor General's Office at the following address:**

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

## **EXHIBIT – 1**

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

Not applicable.

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

Not applicable.

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

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

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

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

**ATTACHMENT B**  
**Fiscal Year 2022-23 State Aid to Libraries Final Grants**



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF LIBRARY AND INFORMATION SERVICES  
FY 2023 STATE AID TO LIBRARIES GRANT APPLICATION  
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The Taylor County Board of County Commissioners governing body for Taylor County Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2020 and ending September 30, 2021 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2020 and September 30, 2021:

\$0

**SIGNATURES**

\_\_\_\_\_  
Library Finance Manager

\_\_\_\_\_  
Single Library Administrative Head

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Expenditure Report provides details on library expenditures by funding source. The information assists both local library personnel and Division staff in verifying the accuracy of the funds a library reports as expenditures qualifying for match under Chapter 257, Florida Statutes. The total amount listed in the "Local" column is the amount used to calculate the State Aid grant amounts.

**1. Expenditure Report -October 1, 2020 - September 30, 2021 \***

Expenditure Report -October 1, 2020 - September 30, 2021

Expenditure Category	Local	State	Federal	Other	Total
10 Personnel Services					\$0
30 Operating Expenses					\$0
60 Capital Outlay (Non-Fixed)					\$0
Other					\$0
Total for the operation & maintenance of the library	\$0	\$0	\$0	\$0	\$0
60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					\$0

If any amounts are in the other column, please specify.

Total Local Expenditures Submitted for the Operation and Maintenance of the Library:	\$0
Prior year's State Aid Certified Expenditure:	\$200,518.00
Difference:	(\$200,518)
Percentage Difference:	-100.00%

**2. Notes**

If your total expenditures have changed by more than 10% from last year, please explain in the Notes field. Please describe the funds included in the "Other" Expenditures column in the Notes field, if any.

Division of Library and Information Services  
FY2022-23 Estimated Grants  
7/19/2022

County	Operating Grant	Equalization Grant	Total Grant: Operating and Equalization
LEVY	\$ 4,184	\$ 62,346	\$ 66,530
LIBERTY	\$ 2,278	\$ 69,855	\$ 72,133
MADISON	\$ 7,600	\$ 231,460	\$ 239,060
MANATEE	\$ 138,963	\$ -	\$ 138,963
MARION	\$ 114,574	\$ -	\$ 114,574
MARTIN	\$ 85,578	\$ -	\$ 85,578
MIAMI-DADE	\$ 1,394,290	\$ -	\$ 1,394,290
MONROE	\$ 47,548	\$ -	\$ 47,548
NASSAU	\$ 32,684	\$ -	\$ 32,684
OKALOOSA	\$ 79,639	\$ -	\$ 79,639
OKEECHOBEE	\$ 10,159	\$ 149,985	\$ 160,144
ORANGE	\$ 793,916	\$ -	\$ 793,916
OSCEOLA	\$ 155,822	\$ -	\$ 155,822
PALM BEACH	\$ 871,581	\$ -	\$ 871,581
PASCO	\$ 143,955	\$ -	\$ 143,955
PINELLAS	\$ 670,264	\$ -	\$ 670,264
POLK	\$ 242,520	\$ -	\$ 242,520
PUTNAM	\$ 11,286	\$ 161,392	\$ 172,678
SAINT JOHNS	\$ 116,534	\$ -	\$ 116,534
SAINT LUCIE	\$ 97,936	\$ -	\$ 97,936
SANTA ROSA	\$ 45,335	\$ -	\$ 45,335
SARASOTA	\$ 243,613	\$ -	\$ 243,613
SEMINOLE	\$ 132,875	\$ -	\$ 132,875
SUMTER	\$ 57,324	\$ -	\$ 57,324
SUWANNEE	\$ 25,132	\$ 517,166	\$ 542,298
TAYLOR	\$ 3,926	\$ 59,027	\$ 62,953
UNION	\$ 2,949	\$ 90,466	\$ 93,415
VOLUSIA	\$ 336,500	\$ -	\$ 336,500
WAKULLA	\$ 4,954	\$ 74,594	\$ 79,548
WALTON	\$ 17,387	\$ -	\$ 17,387
WASHINGTON	\$ 7,456	\$ 226,179	\$ 233,635

Division of Library and Information Services  
FY2022-23 Estimated Grants  
7/19/2022

<b>Municipality</b>			
<b>ALTAMONTE SPRINGS</b>	\$ 8,999		\$ 8,999
<b>APALACHICOLA</b>	\$ -		\$ -
<b>BOYNTON BEACH</b>	\$ 59,724		\$ 59,724
<b>DELRAY BEACH</b>	\$ 44,394		\$ 44,394
<b>FORT MYERS BEACH</b>	\$ 17,294		\$ 17,294
<b>HIALEAH</b>	\$ 34,313		\$ 34,313
<b>INDIAN ROCKS BEACH</b>	\$ -		\$ -
<b>LAKE PARK</b>	\$ 7,827		\$ 7,827
<b>LAKE WORTH BEACH</b>	\$ 8,101		\$ 8,101
<b>LANTANA</b>	\$ 3,899		\$ 3,899
<b>MAITLAND</b>	\$ 14,166		\$ 14,166
<b>NEW PORT RICHEY</b>	\$ 17,702		\$ 17,702
<b>NORTH MIAMI</b>	\$ 21,433		\$ 21,433
<b>NORTH MIAMI BEACH</b>	\$ 22,695		\$ 22,695
<b>NORTH PALM BEACH</b>	\$ 14,397		\$ 14,397
<b>OAKLAND PARK</b>	\$ 17,227		\$ 17,227
<b>PALM SPRINGS</b>	\$ -		\$ -
<b>RIVIERA BEACH</b>	\$ 19,456		\$ 19,456
<b>SANIBEL</b>	\$ 36,905		\$ 36,905
<b>WEST PALM BEACH</b>	\$ 92,786		\$ 92,786
<b>WILTON MANORS</b>	\$ 12,268		\$ 12,268
<b>WINTER PARK</b>	\$ 49,085		\$ 49,085
<b>Subtotal</b>	<b>\$ 11,630,650</b>	<b>\$ 4,841,295</b>	<b>\$ 16,471,945</b>
<b>Multicounty</b>			
<b>HEARTLAND</b>			\$ 450,000
<b>NEW RIVER</b>			\$ 326,571
<b>NORTHWEST REGIONAL</b>			\$ 350,000
<b>PAL PUBLIC LIBRARY COOPERATIVE</b>			\$ 350,000
<b>PANHANDLE PUBLIC LIBRARY COOPERATIVE</b>			\$ 332,171
<b>SUWANNEE RIVER REGIONAL</b>			\$ 350,000
<b>THREE RIVERS REGIONAL</b>			\$ 329,486
<b>WILDERNESS COAST</b>			\$ 343,899
		<b>Total</b>	<b>\$ 2,832,127</b>
		<b>Total</b>	<b>\$ 19,304,072</b>

TAYLOR COUNTY BOARD OF COMMISSIONERS

*County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF LETTER TO E911-FLORIDA DEPARTMENT OF MANAGEMENT SERVICES TO NOTIFY OF COUNTY 911 COORDINATOR APPOINTMENT.



**MEETING DATE REQUESTED:**

SEPTEMBER 6, 2022

**Statement of Issue:** TO NOTIFY THE STATE IN ACCORDANCE WITH THE STATE E911 PLAN.

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

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

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** IN ACCORDANCE WITH THE STATE OF FLORIDA E911 PLAN, FAC RULE 60 FF-6004 (3) AND F.S. 365.17 (10) THE COUNTY WILL NOTIFY THE STATE OF ANY PERSONNEL CHANGES FOR THE COUNTY 911 COORDINATOR.

**Options:** APPROVE/NOT APPROVE

**Attachments:** LETTER





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

September 6, 2022

Leon Simmonds Statewide E911 Coordinator Telecommunications  
850-921-0041 (office) | 850-491-1067 (Cell)  
Florida Department of Management Services  
[Leon.Simmonds@dms.myflorida.com](mailto:Leon.Simmonds@dms.myflorida.com)

Re: County 911 Coordinator Appointment

Dear Mr. Simmonds,

Please be advised that Taylor County implemented a personnel change in our County E911 System. Effective August 10, 2022, Dakota Cruce assumed the duties of the County 911 Coordinator for Taylor County in accordance with the State E911 Plan, F.A.C. Rule 60 FF - 6004(3)(a) and F.S.365.171(10).


Dakota Cruce will serve as the single point of contact between Taylor County and the Department of Management Services for all 911 related issues.

Dakota Cruce  
E911 Coordinator  
[Dakota.cruce@taylorsheriff.org](mailto:Dakota.cruce@taylorsheriff.org)  
Taylor County Emergency Services  
591 US-27  
Perry, Florida 32347  
850-838-3575

Please make appropriate changes to existing agency information. Thank you for your assistance in this matter.

Sincerely,

Thomas Demps, Chairperson

<b>SUBJECT/TITLE:</b> 2022 Fall E911 Rural County Maintenance Grant	
	
<b>MEETING DATE REQUESTED:</b>	September 6 <sup>th</sup> , 2022

**Statement of Issue:** This application is for the 2022 Fall Maintenance Grant. This grant funds the maintenance costs associated with Taylor County's 911 System.

**Recommended Action:** Sign contract

**Fiscal Impact:** \$10,978.81

**Budgeted Expense:**

Yes ☒

No ☐

N/A ☐

**Submitted By:** Dakota Cruce

**Contact:** 850-838-1104 or [Dakota.cruce@taylorsheriff.org](mailto:Dakota.cruce@taylorsheriff.org)

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The E911 Rural County Grant Program is used to assist rural Counties with installation and maintenance of an enhanced 911 System. This is a reimbursement grant. There is no match for this Grant, as it is 100% funded by the State E911 Board.

- Options:**
1. Approve Application.
  2. If not approved, we will be unable to pay for our 911 maintenance.

- Attachments:**
1. Grant Application.
  2. Quotes from vendors, vendor contract

# **911 RURAL COUNTY GRANT PROGRAM**

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## **1.0 Purpose**

The 911 Rural County Grant Program is to assist rural counties with the installation and maintenance of Enhanced 911 systems and to provide "seamless" 911 throughout the State of Florida.

## **2.0 Eligibility**

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

## **3.0 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, in addition, 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, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 **911 Maintenance:** The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 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 **Maintenance Contract:** A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 **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 and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 **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.

- 3.8 **Public Safety Answering Point (PSAP):** A 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.
- 3.9 **Service Contract:** A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 **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.

#### **4.0 911 Rural County Grant Program Calendar**

	<b>Spring Schedule</b>	<b>Fall Schedule</b>
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	Before June 30	Before December 30
Equipment Maintenance	One year from the award notification letter date.	One year from the award notification letter date.
Project Implementation	One years from the award notification letter date	One years from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

#### **5.0 General Conditions**

5.1 Applications and related documents 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  
[E911BoardElectronicGrantreports@dms.fl.gov](mailto:E911BoardElectronicGrantreports@dms.fl.gov)

**Email is the preferred method of receipt of all grant applications.**

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 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 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.



- 5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. 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. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county 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 Alternative 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 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 purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.
- 5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not required to provide three written quotes with an application for an additional year of maintenance.



- 5.10** All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11** Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12** Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13** 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.
- 5.14** Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county 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.
- 5.15** Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county 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.
- 5.16** The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital

expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 5.17 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. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

## **6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses**

6.1 The following expenses will not be funded through this grant:

- A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
- B. Vehicle expenses
- C. Wireline database cost
- D. Outside plant fiber or copper cabling systems and building entrance cost
- E. Consoles, workstation
- F. Ariel photography expenses
- G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year

6.2 Funding limitations are specified on the following items:

- A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
- C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- E. Training cost funding is limited to new system and equipment training.
- F. 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.

## **7.0 Approval and Award**

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Upon grant award county will receive a grant agreement per their funding source that requires signature by the BOCC or county manager.
- 7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).
- 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 Rural County Grant Program.
- 7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

## **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request 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 Reporting Form. Incomplete claims 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 accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. 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**

- 8.6 Grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county'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 in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 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.
- 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:
- Temporarily 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.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.11 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.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

## **9.0 Grant Reporting Procedures**

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.
- 9.1.1 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.
- 9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.
- 9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to 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 which 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.
- 9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.4 Funding continuance will be based on timely submission of quarterly reports.
- 9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.
- 9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. 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 form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.
- 9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.
- 9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.
- 9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.
- 9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**
- 9.7 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

- 9.8 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award. The counties are required to provide DMS a copy of the county's Comprehensive Annual Financial Report (CAFR) no later than August 1st following the completion of the County's fiscal year.

County Taylor

**911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$10,978.81

Project Title: Fall 2022 Taylor County Maintenance Grant

1. Board of County Commissioners Chair: Thomas Demps

Mailing Address: P.O. Box 620

City: Perry

State: Florida Zip: 32347 -

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

Email Address: tdemps@taylorcountygov.com

2. County 911 Coordinator: Dakota Cruce

Mailing Address: 108 N Jefferson St. Ste 103

City: Perry

State: Florida Zip: 32347 -

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

Email Address: Dakota.cruce@taylorsheriff.org

County Taylor

**COUNTY INFORMATION**  
**USE 12 POINT FONT OR LEGIBLE HAND PRINTING**

**3. County Fact Information**

A. Number of PSAP's one

B. Number of Call-taking Positions per PSAP  
four

C. What equipment is requested in this grant application? none

**D. Financial Information:**

What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? \$48,350.67

1.) What are the current annual costs for maintenance of items included in 1.)?

\$64,671.28

2.) Total amount of E911 fee revenue received in the preceding year?

\$81,296.33

3.) Total amount of county carry forward funding retained in the preceding year?

\$0.00

4.) Current total amount of county carry forward funding?

\$189,629.00

5.) Two year maximum calculated amount for applied carry forward funding

Calculation (current year carry forward

funding amount based on General

Condition 5.16 multiplied by two)

\$48,777.82

6.) Minimum calculated amount for Applied Carry Forward Funding

Calculation (Subtract the amount in D.4.

subtracted by amount in D.5.)

Insert in the Budget Report

\$140,851.18



4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

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.

5. 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.

-911 Datamaster Support (1yr) (01/01/2023-12/31/2023)

-Eaton UPS Maintenance and Contract Renewal (03/15/2023-03/14/2024)

Services, only 911. Flex 8 (eight) hour Rsp, 7x24 cvg. 1x per term: UPS preventative – maintenance, after hours (7x24), 1x per term, sealed battery preventative maintenance, anytime. EOSL status active.

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

Without the grant funding we cannot ensure continued operations of the service/system.

7. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county without sufficient funds to cover this project.

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

Upon approval of the grant we will await the grant agreement from the State. A budget request will be provided to the Board of County Commissioners to accept the funds from the grant award. Once approval of the budget commences, a purchase order will be produced. Payment will be made immediately upon receipt of invoices received from the vendors; the project will be considered complete when all funds have been expended and the vendor has reported action on all items of the quote.

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

County

Taylor

10. 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 certifies that all applicable county procurement rules/procedures has been met.

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

11. Authority

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

\_\_\_\_\_  
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or  
COUNTY MANAGER

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

## **Appendix i**

**NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).**

### **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 and 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 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 telecommunications 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 may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses 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.

## **Addendum I**

### **Funding Priorities for the 911 Rural County Grant Program**

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

**PRIORITY 1:** Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

**PRIORITY 2:** Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

**PRIORITY 3:** Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through 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. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

**PRIORITY 4:** Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

**PRIORITY 5:** Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in-order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

**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). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: Taylor

Project Name: Fall system maintenance grant

Project Categories

Project Categories	Unit Price (\$)	Quantity	Total Amount (\$)
Equipment (Hardware, Software, Equipment, & Labor)			
Services (Training, Maintenance, and Warranty Items)			
Printer support	5,670.00	1	5,670.00
UPS support	5,308.81	1	5,308.81

Overall Project Total 10,978.81

Carry Forward Funds Applied 0.00

Grant Request Total Less Carry Forward Applied 10,978.81

  
Signature, 911 County Coordinator

County E911 Fiscal Information			
Item No.	E911 Fee Revenue		
1	County	Taylor	Fiscal Year 1
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	08/25/2022	
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	





We have prepared a quote for you

**911 Datamaster ALI/DBMS Support**

Quote # 000996  
Version 1

Prepared for:

**Taylor County, FL**

Dakota Cruce  
Dakota.cruce@taylorsheriff.org

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## 911 Datamaster Support

Description	Price	Qty	Ext. Price
911DM-SUP1Y <b>911 Datamaster Support (1YR)</b> <i>Dates of Support: 1/1/23 through 12/31/23</i>	\$5,670.00	1	\$5,670.00

Subtotal:            **\$5,670.00**

## Payment Terms

Description	Qty
<b>Terms of Sale:</b> • Payment Terms are Net 30	



PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755

**AK** <<<<<<  
**ASSOCIATES**

## 911 Datamaster ALI/DBMS Support

Prepared by:

**AK Associates**

Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
[bstankus@AKassociates911.com](mailto:bstankus@AKassociates911.com)

Prepared for:

**Taylor County, FL**

591 US Hwy 27 E  
Perry, FL 32347  
Dakota Cruce  
(850) 672-1976  
[Dakota.cruce@taylorsheriff.org](mailto:Dakota.cruce@taylorsheriff.org)

Quote Information:

**Quote #: 000996**

Version: 1

Delivery Date: 08/18/2022

Expiration Date: 11/06/2022

### Quote Summary

Description	Amount
911 Datamaster Support	\$5,670.00
Total:	\$5,670.00

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

AK Associates

Taylor County, FL

Signature: \_\_\_\_\_

Name: Beth Stankus

Title: Manager of Accounting

Date: 08/18/2022

Signature: \_\_\_\_\_

Name: Dakota Cruce

Date: 8-25-22



Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172  
Quote Date: 08/18/2022

Doug McAllister, Eaton Authorized Representative  
Florida Critical Power, LLC  
3016 Third Street, Suite 202  
Jacksonville Beach, FL 32250  
813-968-7013

Email: [DougMcAllister@FloridaCriticalPower.com](mailto:DougMcAllister@FloridaCriticalPower.com)

**Prepared For:**

Billing Contact: Dakota Cruce, 911 Coordinator/TAC  
Billing Company: Taylor County - Board of County  
Commissioners (BOCC)  
PO Box 620  
Perry, FL 32348  
850-672-1976  
Email: [dakota.cruce@taylorsheriff.org](mailto:dakota.cruce@taylorsheriff.org)

**For Covered Equipment at Site:**

Site Contact: Dakota Cruce, 911 Coordinator/TAC  
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.  
591 E Highway 27  
Perry, FL 32347  
850-672-1976  
Email: [dakota.cruce@taylorsheriff.org](mailto:dakota.cruce@taylorsheriff.org)

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

**Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal**

Coverage Start Date: 3/15/2023 Coverage End Date: 3/14/2024 Term: 1 Year

**Flex: 8 Hr Rsp, 7x24 Cvg Only**

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

**Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10**

Site Location	Model	Serial Number	Quantity
Taylor County 911 Center	9390-IT (40)	EF342CAB03	1
Subtotal:			1


**Grand Total Price: \$5,308.81**

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to [DOUGMCALLISTER@FLORIDACRITICALPOWER.COM](mailto:DOUGMCALLISTER@FLORIDACRITICALPOWER.COM) for processing.

Accepted By: \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Purchase Order Number \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying



TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
 <b>SUBJECT/TITLE:</b>	BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR QUALIFICATIONS SOLICITATION FOR PROFESSIONAL SURVEYING SERVICES FOR THE HODGES PARK REDEVELOPMENT PROJECT.
<b>MEETING DATE REQUESTED:</b>	September 6, 2022

**Statement of Issue:**

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Surveying be solicited as a Request for Qualifications for those projects that will meet or exceed specified thresholds within the statute.

**Recommended Action:** The Board should approve advertisement of the proposed Request for Qualifications solicitation for Professional Engineering Services.

**Fiscal Impact:** EXPECTED TO BE 6-10% OF PROJECT COST BASIS

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Surveying be solicited as a Request for Qualifications for those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, Staff has prepared the attached Solicitation package as part of the Hodges Park Redevelopment Project.

The included solicitation package identifies the submission criteria, evaluation criteria and a sample contract for the successful firm(s) for the Boards review. Staff recommends that the Board approve the proposed solicitation to provide Professional Surveying Services.

**Options:**

- 1) Approve the proposed Request For Qualifications solicitation.
- 2) Revise the proposed Request For Qualifications solicitation.
- 3) Reject the proposed Request For Qualifications solicitation, state reasons for denial.

**Attachments:**

Proposed Request for Qualifications package



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing professional surveying services for the Hodges Park Redevelopment Project.

Qualified firms or individuals desiring to provide the required services must submit five (5) packages in a sealed envelope or similar package marked "*Sealed SOQ for Taylor County, Florida, Hodges Park Redevelopment - Professional Surveying Services*" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on October 14, 2022. All SOQs MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. SOQs will be opened and respondents announced at 9:xx A.M. local time, or as soon thereafter as practical, on October 18, 2022, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

SOQ information can be downloaded from the Taylor County web site:  
[https://www.taylorcountygov.com/government/county\\_bids/index.php](https://www.taylorcountygov.com/government/county_bids/index.php).

The County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed SOQs will be accepted.**

Additional information may be obtained from:

**Taylor County Engineering Department**  
**201 East Green Street**  
**Perry, FL 32347**  
**(850) 838-3500, Ext 4.**

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





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(850) 584-8113 Phone  
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### GENERAL CONSIDERATIONS

1. Statements of Qualifications must be submitted by mail or in person to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
2. Responders, who elect to send sealed Statements of Qualifications via overnight express, must send them to the physical address of: Clerk of Court, 1<sup>st</sup> floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32347.
3. Statements of Qualifications that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and will be returned to the responder unopened.
4. Once opened no Statement of Qualification may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. It is the responsibility of the Responders to fully understand and follow all conditions and specifications contained in this request.
6. Statements of Qualifications must include a completed **Florida Public Entity Crimes Statement** as required by F.S. §287.133 (3) (a).
  - 6.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
7. Statements of Qualifications must include a completed Drug Free Work Place Statement as outlined by F.S. §287.087.
8. **E-Verify System – U.S. Division of Homeland Security:** Respondent shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the Respondent during the term of this solicitation; and

- 8.1. Respondent shall expressly require any subcontractors performing work or providing services pursuant to this solicitation likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.

9. **Insurance:** All Statements of Qualifications require a current Certificate of Insurance listing Taylor County as an "Additional Insured" (where appropriate). Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the solicitation, Certificate(s) of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. The policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to Taylor County. Additionally, all proposed subcontractors shall be insured under the Respondent's policies or have the same requirements stated herein. Coverages are as follows:

- 9.1. Comprehensive General Liability insurance covering as insured the Respondent and Taylor County with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;

- 9.2. Automobile Liability coverage must be maintained on all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- 9.3. Professional Liability insurance for "Errors and Omissions" covering as insured the Respondent with not less than a \$1,000,000.00 limit of liability.

- 9.4. Responders shall include certification information showing Workers' Compensation Insurance/Exemption on all employees working on the project.

- 9.4.1. Workers' Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement (enclosed).

- 9.5. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the award will be rescinded and offered to the next highest ranked Respondent who meets all proposal specifications.

10. **Personnel:** The Respondent agrees that when the services to be provided relate to a professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Respondent shall employ and retain the services of such qualified persons to render the services to be provided.

11. **Independent Contractor:** It is understood and agreed that the Respondent is an independent contractor with no express or implied authority to act for or to obligate Taylor County, except as specifically provided herein.

12. **Licenses:** The Respondent agrees to and shall obtain and maintain in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating



and licensing the professional services provided and performed. Use of insured and qualified sub-consultants for specialty work is acceptable.

13. **Timely Accomplishment of Services:** The Respondent agrees to employ, engage, retain, and/or assign an adequate number of personnel so that all professional services will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The Respondent agrees to provide and perform professional surveying services in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for Taylor County, and by any sub-Consultant engaged by the Respondent.
15. **Documents:** Original project documents prepared associated with this solicitation are, and shall remain, the property of Taylor County, and shall be delivered to Taylor County upon final completion or termination of the project. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared pursuant to this solicitation are instruments of service in respect to the project and Taylor County shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without requiring any consent(s). Any reuse will be at Taylor County's sole risk and without liability or legal exposure.
16. **Approval of Plans and Documents Not Deemed Release:** Taylor County's approval of any plans, drawings, documents, specifications, or work prepared or provided pursuant to this solicitation shall not constitute nor be deemed a release of the responsibility and liability for the accuracy and competency of the design, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of Taylor County for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Respondent, its employees, agents, sub-consultants.
17. **Legal Insertions, Errors, Inconsistencies, or Discrepancies:** It is the intent and understanding that each and every provision of law required as part of this solicitation and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this solicitation shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.
18. **Indemnity:** The Respondent agrees to and shall indemnify, and hold harmless Taylor County and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Respondent or its agents, employees, or sub-contractors. The Respondent is not required hereunder to indemnify and hold harmless the Taylor County, its officers, agents, or employees, or any of them

from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage.

19. **Liability:** The Respondent shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by Taylor County caused by the errors, omissions or negligence of the Respondent, or by any sub-Consultant engaged by the Respondent in providing, performing and furnishing services, work or materials pursuant to this solicitation, and for any and all damages, losses, and expenses to Taylor County arising out of the Respondent's negligent performance of any of its obligations. The Respondent shall be liable and agrees to be liable for an shall indemnify, defend and hold Taylor County harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Respondent's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Respondent during the providing, performing and furnishing of services, work or materials pursuant to this solicitation. Nothing herein shall be construed as a waiver of Taylor County's sovereign immunity as provided for under Chapter 768 Florida Statutes.
20. **Controlling Law:** This solicitation is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between Taylor County and the Respondent arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this solicitation, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of this Solicitation, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of an award pursuant to this Solicitation, including reasonable attorneys' fees.
22. **Successors and Assigns:** Neither Taylor County nor the Respondent shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) pursuant to this solicitation with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Respondent from employing such independent professional associates and consultants as may be deemed appropriate to assist in the performance of services hereunder. Nothing within this solicitation shall be construed to give any rights or benefits herein to anyone other than Taylor County and the Respondent, and all duties and responsibilities undertaken pursuant to this solicitation will be for the sole and exclusive benefit of Taylor County and the Respondent and not for the benefit of any other party. It is understood and agreed that Taylor County shall have the absolute right to employ other consulting firms after completion/termination of this solicitation, using documents or any other documents which are prepared by other consulting firms or otherwise pursuant to this solicitation.
23. **Special Provisions:** Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure this solicitation, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this solicitation.

The Respondent agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The Respondent agrees that Taylor County and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific grant program or specific project related to this solicitation for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after Taylor County makes final payment and all other pending matters are closed.

24. **Termination:** The failure of either party to comply with any provision of this solicitation shall place that party in default. Prior to terminating the solicitation, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- 24.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of Taylor County, and if the default situation is not corrected within the allotted time, the County Administrator is further authorized to provide final termination notice.
- 24.2. Any and/or all work associated with this solicitation may be terminated without cause by first providing at least thirty (30) days written notice to the Respondent prior to the planned completion date. The County Administrator is authorized to provide written notice of termination on behalf of Taylor County. Upon any such termination, the Respondent shall be paid for all approved and accepted service performed to the date of such termination.
- 24.3. In the event funds to finance any and/or all work associated with this solicitation become unavailable, Taylor County may terminate work with no less than twenty-four hours written notice. Taylor County shall be the final authority as to the availability of funds. Upon any such termination, the Respondent shall be paid for all approved and accepted service performed to the date of such termination.
- 24.4. After receipt of a termination notice and except as otherwise directed, the Respondent shall:
- 24.4.1. Stop work on the date and to the extent specified.
- 24.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 24.4.3. Transfer all work in process, completed work, and other material related to the terminated work to Taylor County and it shall be the sole property of Taylor County.

**24.4.4. Continue and complete all parts of the work that have not been terminated.**

**25. Federal Requirements:** The following terms apply for any such Project which involves the expenditure of federal funds:

- 25.1. Certification of Eligibility:** A Respondent to this solicitation is required to indicate their eligibility by certifying that the Respondent, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32.
- 25.2. Compliance with Regulations:** Respondent is required to comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly herein or by reference, as they may be amended or promulgated from time to time during the term of this Solicitation. The failure of these provisions to specifically reference a particular federal or state law, regulation, policy or directive shall not excuse the Respondent from compliance with same to the extent such law, regulation, policy, or directive is applicable to the Respondent's performance of the project or services.
- 25.3. Incorporation of Provisions:** The Respondent will include the provisions stated herein in every subcontract, including procurements of materials and leases of equipment unless exempted or issued directives. The Respondent will take such action with respect to any subcontract or procurement as Taylor County or the RESTORE Council may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event Respondent becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Respondent may request Taylor County and the RESTORE Council to enter into such litigation to protect the interests of Taylor County and the RESTORE Council, and, in addition, the Respondent may request the United States to enter into such litigation to protect the interests of the United States.
- 25.4.** The Federal Government is not a party to this Solicitation and is not subject to any obligations or liabilities to the Respondent, or any other party pertaining to any matter resulting from this Solicitation.
- 25.5.** The Respondent shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.
- 25.6.** It is understood and agreed that all rights of Taylor County, when applicable, relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this solicitation shall also be reserved and held by authorized representatives of the United States of America.
- 25.7.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the RESTORE Council, anything to the contrary in this Solicitation notwithstanding.

- 25.8. A Respondent to this solicitation shall comply with all relevant provisions listed in the RESTORE Council's "Standard Terms and Conditions" found at : <https://www.restorethegulf.gov/resources/council-documents-foia-library>.
- 25.9. **Nondiscrimination:** The Respondent shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Treasury Title 2, Code of Federal Regulations, Part 200, as they may be amended from time to time, which are herein incorporated by reference and made a part of this solicitation.
- 25.10. The Respondent, with regard to the work performed pursuant to this solicitation, will not discriminate on the basis of protected classes to include race, color, national origin, gender, gender identity, sexual orientation, pregnancy, age, disability, religion or family status in the selection and retention of employees, sub-consultants, including procurements of material and leases of equipment. The Respondent will not participate either directly or indirectly in the discrimination, including employment practices when applicable.
- 25.10.1. The Respondent shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this solicitation without regard to protected classes.
- 25.10.2. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to protected classes. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 25.10.3. In the event of the Respondent's non-compliance with the nondiscrimination clauses of this Solicitation or with any of such rules, regulations, or orders, award of this Solicitation may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in such Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 25.11. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Respondent, either by competitive bidding or negotiation for work to be performed under this Solicitation, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Respondent of the Respondent's obligations under this Solicitation and the regulations relative to nondiscrimination on the basis of protected classes.
- 25.12. **Sanctions for Noncompliance:** In the event of the Respondent's noncompliance with the nondiscrimination provisions of this solicitation, Taylor County and/or the RESTORE

Council shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to,

- 25.12.1. withholding of payments to the Respondent pursuant to this solicitation until the Respondent complies and/or
- 25.12.2. cancellation, termination or suspension any and/or all work offered pursuant to this solicitation, in whole or in part.
- 25.13. **Information and Reports:** The Respondent will provide all information and reports required, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Taylor County and the RESTORE Council to be pertinent to ascertain compliance with such regulations, orders and instructions required by this solicitation. Where any information required of the Respondent is in the exclusive possession of another who fails or refuses to furnish this information, the Respondent shall certify to Taylor County and the RESTORE Council, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 25.14. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this Solicitation or to any benefit arising therefrom.
- 25.15. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this solicitation or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- 25.16. **Certification For Disclosure of Lobbying Activities:** Respondents participating in Taylor County federally funded projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34.
  - 25.16.1. The Respondent shall ensure that its subcontractors comply with the Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), as prohibiting any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant.
- 25.17. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Solicitation is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Solicitation.
- 25.18. It is understood and agreed that if the Respondent at any time learns that the certification it provided Taylor County in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Respondent shall provide immediate written notice to Taylor County. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included

by the Respondent in all lower tier covered transactions and in all aforementioned federal regulation.

25.19. Taylor County hereby certifies that neither the Respondent nor the Respondent's representative has been required by Taylor County, directly or indirectly as an express or implied condition in connection with obtaining or accomplishing and/or all work pursuant to this solicitation, to

25.19.1. employ or retain, or agree to employ or retain, any firm or person, or

25.19.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

25.20. The Respondent hereby certifies that it has not:

25.20.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this solicitation;

25.20.2. agreed, as an express or implied condition for being awarded this solicitation, to employ or retain the services of any firm or person in connection with carrying out any and/or all work associated with this solicitation; or

25.20.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the Respondent) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out any and/or all work associated with this solicitation.

25.21. The Respondent further acknowledges that any document associated with this Solicitation will be furnished to Taylor County and any federal agency in connection with this Solicitation involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

25.21.1. **Mandatory Disclosures (2 CFR 200.113).** The Respondent as a non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

26. **Public Records:** The Respondent shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with this solicitation. Specifically, if the Respondent is acting on behalf of a public agency the Respondent shall:

26.1. Keep and maintain public records that ordinarily would be required by Taylor County in order to perform the services being performed by the Respondent. Records must be maintained for

no less than five years after the latter of the completion, expiration or termination of any and/or all work associated with this Solicitation.

- 26.2. Provide the public with access to public records on the same terms and conditions that Taylor County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 26.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 26.4. Meet all requirements for retaining public records and transfer, at no cost, to Taylor County all public records in possession of the Respondent upon completion, expiration or termination of any and/or all work associated with this solicitation and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Taylor County in a format that is compatible with the information technology systems of Taylor County.
- 26.5. Failure to grant public record access shall be grounds for Taylor County's immediate and unilateral cancellation of any and/or all work associated with this solicitation. The Respondent shall promptly provide Taylor County with a copy of any request to inspect or copy public records in possession of the Respondent and shall promptly provide Taylor County a copy of the Respondent's response to each such request.
- 26.6. If Respondent fails to provide public records to Taylor County within a reasonable amount of time, Respondent may be subject to penalties under Section 119.10, Florida Statutes.
27. **Disadvantaged Business Enterprises:** The Respondent shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Respondent and any sub-consultant or contractor.
  - 27.1. The Respondent, sub-consultant, or sub-recipient shall not be discriminated on the basis of protected classes in the performance any and/or all work associated with this solicitation. The Respondent shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this solicitation. Failure by the Respondent to carry out these requirements is a material breach of this solicitation, which may result in the termination of this solicitation in whole or part or such other remedy as the recipient deems appropriate.
  - 27.2. Respondents participating in Taylor County projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE small businesses". The "DBE" and "non-DBE small business" sub-consultant and their respective types of work shall be provided on this form.
28. **MBE/WBE:** In accordance with 2 C.F.R. § 200.321, Respondent(s) and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. A Respondent agrees to use affirmative steps, and to require its subcontractors and sub-subcontractors to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:



- 28.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 28.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 28.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 28.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
- 28.5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
- 28.6. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Solicitation, Respondents will be required to document its efforts made to comply with the requirements of this section.
29. **Davis-Bacon Act:** The Respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148). The Respondent and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Respondent its subcontractors are required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor are included in these solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations of the Davis-Bacon Act will be reported to the Gulf Consortium.
30. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
31. **Copeland Anti Kick Back Act:** Respondent(s) and its subcontractors agree to comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by

reference to this Solicitation. Respondent and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled:

32. **Debarment and Suspension (Executive Orders 12549 and 12689):** An award (see 2 CFR 180.220) will not be made under this Solicitation to Respondents listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension.
  - 32.1. Respondents for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, Respondents for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)
33. **Domestic preferences for procurements (2 CFR 200.322):** As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  - 33.1. For purposes of this section:
    - 33.1.1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - 33.1.2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
34. **Safeguarding Personal Identifiable Information:** Respondent and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
35. **Right to Inventions Under Federal Grants.** If applicable, Respondent shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

36. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Respondent and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

36.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

36.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

36.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

37. **Trafficking Victims Protection Act (2 CFR Part 175)**

The Respondent shall adhere to the following and shall include the following language in all subcontracts:

37.1. Trafficking in persons.

37.1.1. Provisions applicable to a recipient that is a private entity.

37.1.1.1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not –

37.1.1.1.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

37.1.1.1.2. Procure a commercial sex act during the period of time that the award is in effect; or

37.1.1.1.3. Use forced labor in the performance of the award or subawards under the award.

37.1.1.2. We as the awarding/subawarding agency may unilaterally terminate award of this Solicitation, without penalty, if you or a subconsultant that is a private entity –

37.1.1.2.1. Is determined to have violated a prohibition in paragraph 37.1.1.1 of this Solicitation; or

37.1.1.2.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 37.1.1.1 of this Solicitation through conduct that is either –

37.1.1.2.2.1. Associated with performance under this Solicitation; or

37.1.1.2.2.2. Imputed to Respondent or a subconsultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

37.1.2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate award of this Solicitation, without penalty, if a Respondent that is a private entity –

37.1.2.1. Is determined to have violated an applicable prohibition in paragraph 37.1.1.1 of this award term; or

37.1.2.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 37.1.1.1 of this Solicitation through conduct that is either –

37.1.2.2.1. Associated with performance under this award; or

37.1.2.2.2. Imputed to the Respondent using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

37.1.3. Provisions applicable to any recipient.

37.1.3.1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 37.1.1.1 of this Solicitation.

37.1.3.2. Our right to terminate unilaterally that is described in paragraph 37.1.1.2 or 37.1.2 of this Solicitation:

37.1.3.2.1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

37.1.3.2.2. Is in addition to all other remedies for noncompliance that are available to us under this award.

37.1.3.3. You must include the requirements of paragraph 37.1.1.1 of this Solicitation in any subaward you make to a private entity.

37.1.4. Definitions. For purposes of this award term:

37.1.4.1. "Employee" means either:

37.1.4.1.1. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this Solicitation; or

37.1.4.1.2. Another person engaged in the performance of the project or program under this Solicitation and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

37.1.4.2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

37.1.4.3. "Private entity":

37.1.4.3.1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

37.1.4.3.2. Includes:

37.1.4.3.2.1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

37.1.4.3.2.2. A for-profit organization.

37.1.4.4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## 38. ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

- 38.1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
- 38.2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
- 38.3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- 38.4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
- 38.5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
- 38.6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
- 38.7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
- 38.8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
- 38.9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
- 38.10. Executive Order 13112 ("Invasive Species")
- 38.11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
- 38.12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
- 38.13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
- 38.14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
- 38.15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
- 38.16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
- 38.17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
- 38.18. Rivers and Harbors Act (33 U.S.C. § 407)
- 38.19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
- 38.20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
- 38.21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
- 38.22. Pursuant to 2 CFR §200.323, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **Hodge Park Redevelopment** **Surveying Scope of Services**

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq. and the policies and procedures of Taylor County, is soliciting sealed statements of qualifications from qualified professional surveyors/surveying firms that are interested in providing services for Hodge's Park Redevelopment Project.

This project will redevelop a County-Owned coastal park by demolishing and replacing existing site components and amenities using funding from the Federal RESTORE Act POT 3 – Spill Impact Component (as subawarded to the County via the Gulf Consortium) a FDEP Land and Water Conservation Fund Grant. Redeveloped components will include parking areas, sidewalks, Picnic Pavilions, Restroom, Playground and Beach Area Renourishment. To this extent, Professional Surveying services are required to obtain site features, locations (horizontal/vertical) and Topographic information, along with environmentally sensitive area delineation and Mean High and Low Water Contours as the foundation for Construction Plan set preparation. The work to be performed will consist of, but will not necessarily be limited to:

a. **DRAWING REQUIREMENTS:**

- 38.22.1. Map to meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
- 38.22.2. Drawing sheets shall be trim size 11" x 17" at 1"= 40' Graphic Scale.
- 38.22.3. Show NORTH arrow and locate North at the top of the sheet.
- 38.22.4. Include legend of symbols and abbreviations used on the drawing(s).
- 38.22.5. The survey should be registered to the Florida State Plane Coordinate System (NAD 1983\_Florida North\_FIPS\_0903 US feet datum) and all distances and coordinates delineated using the U.S. Survey foot.
- 38.22.6. Elevation datum shall be based on the NAVD 88. State source of information.
- 38.22.7. Furnish to the Client one electronic version in C3D 2018 (or later) format and two (2) prints of each drawing. Each drawing shall be signed and sealed by a Licensed Land Surveyor

**38.23. SURVEY REQUIREMENTS:**

- 38.23.1. The survey shall meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
- 38.23.2. All necessary boundary information, property corners, ingress/egress/drainage easements, R/W monuments, and a tie to an identifiable land boundary corner, the Section, Township, and Range, and County and basis of bearings.
- 38.23.3. Survey limits shall extend no less than 25' beyond the right-of-way and property limits on all sides as well as sufficiently far enough to depict a MHW and MLW contour line along the water's edge. Consider all prescriptive rights-of-way to be no less than 60 feet centered along the centerline of the roadway resulting in a minimum topographic roadway width of 80 ft.
- 38.23.4. Survey limits shall include no less than 100 ft of any intersecting/side streets/roads/alleyways/etc. beyond the project roadway right-of-way.
- 38.23.5. All control points used for the topographic survey shall be checked with a closed level loop with error of misclosure not to exceed +/- 0.05 ft. times the square root of the distance in miles.

- 38.23.6. Locate or establish Permanent Control Point at the centerline of Keaton Beach Drive at its intersection with Hodges Park Entrance and at its turning point and terminus of the parking lot adjacent to Public Pier with description and elevation to nearest 0.01 ft.
- 38.23.7. Minimum of two (M.T.S.) permanent benchmarks on site per 10 acres; or one benchmark per 1,100 ft of roadway, whichever is greater, with description and elevation to nearest 0.01 ft. Include a permanent benchmark in close proximity to each roadway drainage structure; label drawing with description and elevation to nearest 0.01 ft.
- 38.23.8. Contours at 1 foot intervals; error shall not exceed one-half contour interval. Spot elevations on all impervious surfaces.
- 38.23.9. Full cross-section every 50 feet of roadway, each PC, PT, PI, points of Superelevation, centerline of drainage structure(s) and any identifiable grade breaks.
- 38.23.10. Full cross-section every 20 feet of roadway and at any identifiable grade breaks throughout each curve from PC to PT.
- 38.23.11. Location and description of structures, above ground, man-made (i.e. paved/concrete areas/guardrail/barrier walls/mailboxes/etc.) and natural features; all ground-floor elevations and elevations at each entrance of buildings on the property.
- 38.23.12. Location, description, size, type (sign number) of all public/private signage. Drawing information example: R1-1, 24" Stop Sign.
- 38.23.13. Location, description and orientation of all Pavement Markings, Messages, Crosswalks, Gores, Arrows, etc.
- 38.23.14. Owner, location, description and size of fire hydrants within the survey limits including the size of the water main serving each.
- 38.23.15. Owner, location, description, and size of water and gas mains and all other utilities or manholes that may be on site.
- 38.23.16. Owner, location and characteristics of power, site lighting and communications systems above and below grade.
- 38.23.17. Owner, location, description, and size of all utility structures, valves, meters, manholes, manhole dimensions, inverts, hand holes, markers and stub outs of all utility lines.
- 38.23.18. Location, description, size, type (RCP, CMP, etc.), and inverts of flow line of each storm water drainage structure, inlet, or culvert along with type and dimensions of any existing headwalls, mitered end sections, etc.
- 38.23.19. Owner, location, description, size, depth, and direction of flow of sanitary sewers, combination sewers, drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.
- 38.23.20. Location of tree lines, clustered vegetation and all trees 4" or larger within the survey limits and give species in common name (or minimum regulatory agency standard).
- 38.23.21. Visible/found property and right-of-way monumentation.



**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, \_\_\_\_\_ (Surveyor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Workers' Compensation exemption and Owner having agreed for Engineer to proceed with the following project, to-wit:

*Hodges Park Redevelopment Project  
Professional Surveying Services  
Taylor County, Florida*

The term Surveyor is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term Owner is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives

1. Surveyor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Surveyor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Surveyor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Surveyor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5.. Surveyor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**DRUG FREE WORKPLACE FORM**

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

\_\_\_\_\_ does:  
(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

\_\_\_\_\_  
Respondents Signature

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

\_\_\_\_\_  
Respondents Title

\_\_\_\_\_  
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32  
PROCUREMENT  
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Instructions for Certification

**Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If no, then please complete section 4  
below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____ _____ _____			<b>7. Federal Program Name/Description:</b> _____ _____ _____ CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____ _____			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____ _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contract/Advertisement No.:	Prime Consultant:
Project Description:	

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses \_\_\_\_\_ %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

[illegible][illegible]

375-030-83  
PROCUREMENT  
11/21

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## QUALIFICATION QUESTIONNAIRE

Responses to each of the following topics must be limited to a maximum of one page (12 pt type). However, should further clarification of examples be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the one-page description. Unreferenced or poorly organized appendices will not be considered. A Current Standard Form 330 may be used to provide the respective information

1. **Project Understanding:** Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.
2. **Project Team:** List in detail the members of your project team and the expertise each will bring to the project. Include all current licensure and that of any proposed specialty work sub-consultant(s). If applicable, include State of Florida Minority Business Enterprise Certification(s) as defined by the Florida Statutes and Minority Business Assistance Act of 1985. More than one page will be allowed for response to this question.
3. **Taylor County Work:** List any and all projects that your firm has completed, or that are in progress at the present time, for Taylor County within the last five (5) years. This project history should include projects in which your firm was the prime consultant, a joint consultant or a sub-consultant.
4. **Past Experience:** Summarize previous projects your firm has completed that are similar in nature and scope to the proposed scope of services and the outcome of the planning, design, management, etc. you provided. Please be specific as to whether the projects were expansion or stand-alone construction projects and how they were constructed (Design-Build, Construction Management, Straight Bid). Include the relationship of cost estimates or time projections prepared by your firm to actual timeline and costs of completion.
5. **Location:** Describe how the location of your project team may benefit the County as it specifically relates to the completion of the scope of services.
6. **Quality/Cost Controls:** Describe how you would propose to control the quality and cost of a comparable to those types listed within the scope of services. In the event of an undesirable or unacceptable work product, what actions would you take to remedy these conditions in a timely manner? What steps will your firm take to ensure that a project is completed in a timely manner?
7. **Workload:** Comment on your firm's current workload and how it will or will not affect potential project Task Work Orders.
8. **Qualification Summary:** Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to provide Taylor County General Engineering Services as described within this solicitation. Consider those areas addressed within the Evaluation / Selection criteria. Disclose any potential conflict of interest that your firm may have due to other clients, contracts or property interests in providing General Engineering Services to the County.



## **EVALUATION / SELECTION OF PROPOSALS**

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:

No.	Evaluation Criteria	Points
1	Did the firm follow submittal requirements and clearly demonstrate an understanding of the purpose for the Request for Qualifications	10
2	Qualifications of personnel assigned	10
3	Women and minority participation	
4	Geographic location of the firm, including permanent office of designing engineer and project management team	
5	Current workload and potential effect on project schedule/deliverables	10
6	Past record of professional accomplishments	25
7	Financial viability and responsibility	
8	Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	
9	Familiarity with anticipated project areas/scope of work required	20
10	Previous project experience with programs similar in size and scope	
11	Firm's capability to meet project/deliverable schedules and timing	15
12	Willingness to meet budget requirements	
13	Ability to observe and advise whether construction complies with plans and specifications	10
14	Demonstrated expertise and experience in project management, coordination and utilizing various design software	
15	Total	100

2. Review of all responses to the Request for Qualifications received will proceed as follows:

- 2.1. The Review Committee will review all written documents submitted.
- 2.2. The Review Committee's ranking of prospective Consultants shall be based on the Evaluation / Selection criteria listed above.
- 2.3. The Review Committee may request oral presentations from the prospective Consultant when establishing the recommended priority or short list. Consultants will be notified of dates and times of any interviews.
  - 2.3.1. Presentations shall be specific to the possible scope of work and shall demonstrate an awareness of typical issues, explanation of the project approach, and plans of team staffing. A maximum time limit of 15 minutes

shall be allowed for the oral presentation. An additional maximum time limit of 30 minutes shall be allowed for Q&A following the oral presentation. Approximately 5 minutes each is allowed for set-up and breakdown. Set-up and breakdown are not included in the time limit for oral presentation for Q&A. Questions can both be standard (asked of all Consultants) and clarifying (related to a point addressed by a Consultant in their oral presentation).

**2.3.2.** Attendance at the oral presentation by the Consultant's proposed project manager is strongly recommended. Inclusion of lead personnel proposed for the team is also encouraged. Each Consultant is limited to a maximum of 5 representatives in attendance including both the Consultant and Sub-Consultant team members. Switching of participants in the oral presentation room is not permitted. The County representatives in attendance will at a minimum be the members of the Review Committee and a possible oral presentation facilitator.

**2.3.3.** Shortlisted Consultants will be instructed that any handouts to be submitted at the oral presentation (leave-behinds) will be restricted to copies of slides from the PowerPoint presentation. The number of slides to be included in the PowerPoint presentation is limited to 25. Shortlisted firms should number the slides included in the presentation. The leave-behinds shall not include any additional documentation other than the slides to be presented in the actual oral presentation. The leave behind slide presentation will be limited in size to 8.5" x 11". Consultants shall also leave behind one USB Flash drive containing the PowerPoint slides. Consultants will be assessed/scored based on the information verbally communicated in the oral presentation. The Review Committee is not obligated to review slides after an oral presentation has occurred.

**2.3.4.** Unless otherwise approved by the County or their designee, the Consultants are advised that videos and computer animations may not be used in the oral presentation. However, any other media may be used.

**2.3.5.** Consultants are permitted to refer to paper notepads or index cards with notes during their oral presentations. The notes will not be reviewed or evaluated by the Review Committee.

**3.** Negotiations between the County and the priority Consultants (the Consultants ranked highest on the Board approved short list) will proceed as follows:

**3.1.** Negotiations may be conducted by the Board of County Commissioners or at the pleasure of the Board, by the County Administrator, the County Engineer and the County Attorney (Review Committee)

**3.2.** Negotiations will be held with the first Consultant on the priority list

- 3.3. If no tentative agreement can be reached with the first Consultant, then negotiations will commence with the second vendor on the short list
  - 3.4. If no tentative agreement can be reached with the second Consultant, then negotiations will commence with the third Consultant
  - 3.5. If no tentative agreement is reached with the third Consultant, then the County shall consider establishing a new short list from among the other proposals submitted
  - 3.6. Taylor County reserves the right to negotiate with one or more Consultants for these services
4. The Board shall approve the terms, conditions and costs associated with a Task Work Order and/or the overall contract for services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval, and executed by both parties. A sample contract for the requested services is included in the solicitation.
5. Any cost to prepare a response to this solicitation and any subsequent presentation/interviews are solely that of the consultant and the County assumes no responsibility for such cost incurred by the Respondent.
6. Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, the County Engineer, or the County Attorney is not allowed during the short listing process unless initiated by the County to request specific information that will assist in understanding information submitted in a proposal.
7. The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best serves the overall interests of the County. The County Commission's decision on these matters shall be final.
8. The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:** Budget Amendment TCSO



**MEETING DATE REQUESTED:** 09/06/2022

**Statement of Issue:** Allow Sheriff to keep \$210,788.69 as budget amendment

State Salary Increase - \$72,250.00

Emergency Management Salary - \$72,051.19

Meth Residual Grant - \$43,440.00

Boat Ramp Detail - \$23,047.50

**Recommended Action:**

**Fiscal Impact:** n/a

**Budgeted Expense:**

**Submitted By:** Sheriff, Wayne Padgett

**Contact:** Undersheriff, Marty Tompkins

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** n/a

**Options:** approve and sign agreement

**Attachments:** agreement



(11)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,032,095	001-3315103	Restore Act/Hodges Pk Rehab
Expenditures:		
		Restore Act/Hodges Pk Rehab
\$ 40,000	0213-01-53101	Professional Services
\$ 992,095	0213-01-56300	Capital Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles Clerk-Auditor

\_\_\_\_\_  
Chairman

New Grant FY' 22

PLEASE SIGN  
& DATE

✓

Dept 0213-01  
001-3315103

**GULF CONSORTIUM SUBRECIPIENT AGREEMENT NO. 220037102.01  
PURSUANT TO  
THE RESTORE ACT SPILL IMPACT COMPONENT AND THE STATE OF FLORIDA  
STATE EXPENDITURE PLAN**

1. Subrecipient name (which must match the registered name in DUNS): Taylor County
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN): GNSSP22FL0037-01-00
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): May 10, 2022
5. Subaward Period of Performance:

Effective Date: \_\_\_\_\_ (Date Executed by both Parties)  
Project Completion Date: January 31, 2024

6. Budget Period: May 13, 2022 – January 31, 2024
7. Amount of Federal Funds Subject to Award (to Gulf Consortium): \$1,075,161.00
8. Total Amount of Federal Funds Obligated to the Subrecipient: \$1,032,095.00
9. Total Amount of the Federal Award Subject to this Agreement: \$1,032,095.00
10. Federal award project description:

This project involves the rehabilitation of Hodges Park at Keaton Beach. Though the County has one of the longest contiguous coastlines in Florida on the Gulf, Hodges Park is the only public beach in the County. Hodges Park is essential to tourism and economic development and recovery. The rehabilitation will include: (1) demolition and new construction of restrooms and picnic pavilions; (2) removal of existing playground and installation of a new one with shade coverings; (3) installation of a sand volleyball court; (4) removal and construction of parking facilities; (5) construction of sidewalk and boardwalk to existing fishing pier; (6) beach re-nourishment and improved beach access; (7) removal of invasive vegetation and planting beach appropriate native vegetation; (8) security lighting; and (9) nature study area.

11. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

— Federal Awarding Agency – Gulf Ecosystem Restoration Council  
Pass Through Entity – The Gulf Consortium  
Contact Information for Awarding Official of Pass-Through Entity-

# RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$55,048	001-3342007	911 Rural County Maintenance Grant

Expenditures:		
\$55,048	0255-54630	R&M - Office Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

PLEASE SIGN

New 911 Spring Rural County Grant for FY'22

✓





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

April 21, 2022

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

FEID #: 59-6000879

Subject: Spring 2022 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Spring 2022 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of this grant term.

Please see the attached grant award agreement for details regarding funding rules for the rural county grant program that apply to your grant award. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County. Please try to have the agreement signed and returned no later than two months after the receipt of this award letter.

The following provides details concerning the Spring 2022 grant(s) to Taylor County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
22-04-12	72.001	\$55,629.28	\$55,047.40		
			\$55,047.40	E911 System Maintenance	No Association
<b>Total Grant Awards:</b>			\$55,047.40		

RECEIVED

AUG 19 2022

GARY KNOWLES  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

Board Members: Laurene J. Anderson • Daniel Carroll • Christine Cooper • Chesley Dillon  
Christie Mason • Matthew E. Matney • Casey E. Reed • Brad Swanson

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

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$351,564	001-3899010	General Fund-CF (*)
\$ 38,960	(attachment)	BCC General FD Departments
\$ 41,012	0466-59140	Transfer to R&B Fund
\$ 29,886	0466-59110	Transfer to Solid Waste Fund
\$ 32,676	0466-59111	Transfer to MSTU Fund
\$ 307	0466-59113	Transfer to Landfill Fund
\$ 919	0466-59115	Transfer to Airport Fund
\$ 613	0466-59135	Transfer to Airport Enterprise Fd
\$144,373	Subtotal-BCC Departments	
\$135,270	0901-59105	Transfer to Sheriff
\$ 4,591	0902-59105	Transfer to Supervisor
\$ 18,363	0903-59105	Transfer to Tax Collector
\$ 10,712	0904-59105	Transfer to Property Appraiser
\$ 38,255	0905-59105	Transfer to Clerk
\$351,564	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

Overall Amendment of the budget to cover the cost of the employee "work performance incentive" payments paid by the County December 2021

(\*)Funding Source - 2021 FYE Returns from Constitutional Officers & CF

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

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **ROAD & BRIDGE FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **ROAD & BRIDGE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$41,012	105-3811010	Interfund Transfer from General Fund

Expenditures (attachment)		
\$38,096	51200	Regular Salaries & Wages
\$ 2,916	52110	FICA/Medicare Taxes

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**BCC approved General Fund CF for Incentive**

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

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$32,676	107-3811010	Interfund Transfer from General Fund

Expenditures (attachment)		
\$30,351	51200	Regular Salaries & Wages
\$ 2,325	52110	FICA/Medicare Taxes

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

BCC approved General Fund CF for Incentive

✓

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

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SOLID WASTE FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **SOLID WASTE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$29,886	111-3811010	Interfund Transfer from General Fund
Expenditures		
\$27,762	0261-51200	Regular Salaries & Wages
\$ 2,124	0261-52110	FICA/Medicare Taxes

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**BCC approved General Fund CF for Incentive**

✓



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

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **LANDFILL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **LANDFILL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$ 307	115-3811010	Interfund Transfer from General Fund
Expenditures		
\$ 285	0262-51200	Regular Salaries & Wages
\$ 22	0262-52110	FICA/Medicare Taxes

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**BCC approved General Fund CF for Incentive**

✓

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

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$ 919	003-3811010	Interfund Transfer from General Fund
Expenditures		
\$ 853	0500-51200	Regular Salaries & Wages
\$ 66	0500-52110	FICA/Medicare Taxes

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**BCC approved General Fund CF for Incentive**

✓

## RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,003,059	003-3344126	FDOT Design/Constr Taxiway
Expenditures:		
		FDOT Design/Constr Taxiway
\$ 200,000	0549-53401	Contractual Services
\$2,803,059	0549-56300	Capital - Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

Additional Grant funding received FY' 22

PLEASE  
& D

✓

## RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,003,059	003-3344126	FDOT Design/Constr Taxiway
Expenditures:		
\$ 200,000	0549-53401	FDOT Design/Constr Taxiway
		Contractual Services
\$2,803,059	0549-56300	Capital - Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

Additional Grant funding received FY'22

PLEASE  
& D

✓

**BUDGET AMENDMENT REQUEST**  
**21-22 FISCAL YEAR**

**DEPARTMENT: 0549 FDOT (taxiway) Rehabilitation of Runway 12-30**  
**AMENDMENT REQUEST DATE: June 4, 2022**

**Expenditure**

<b><u>Account #</u></b>	<b><u>Account Description</u></b>	<b><u>Budgeted 10/01/21</u></b>	<b><u>Amended Amount</u></b>	<b><u>Amendment</u></b>
53401	Contractual Services -0- Design, engineering, and project management services		\$200,000	\$200,000
56300	Capital – Infrastructure	\$22,262	\$2,825,321	\$2,803,059

**FDOT Grant 100% Funded- No match being provided from County. Match was waived with a REDI Waiver**

**TOTAL BUDGET AMENDMENT REQUEST \$3,003,059**

**TOTAL BUDGET \$3,025,321**

**June 4, 2022**  
**Melody Cox**

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

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT ENTERPRISE FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT ENTERPRISE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$ 613	401-3811010	Interfund Transfer from General Fund
Expenditures		
\$ 569	4010-51200	Regular Salaries & Wages
\$ 44	4010-52110	FICA/Medicare Taxes

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.


\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**BCC approved General Fund CF for Incentive**

✓



TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	<b>SUBJECT/TITLE:</b> COMMISSIONERS TO REVIEW AND APPROVE REVISED PROPERTY EXCHANGE CONTRACTS IN ASSOCIATION WITH THE PROPOSED DEADMAN'S CURVE REALIGNMENT.
	<b>MEETING DATE REQUESTED:</b> September 6, 2022

**Statement of Issue:**

Pursuant to Chapter 125.37, Florida Statutes, The Board of County Commissioners is authorized to exchange property it holds and possesses for other real property when such exchange is in the best interest of the County.

**Recommended Action:** Staff recommends that the Commission approve the revised contract(s) for exchange of real property to enable the realignment of Deadman's Curve along County Road 361 (Beach Rd).

**Fiscal Impact:** FISCAL YR 2021/22 - \$2,300.00

**Budgeted Expense:** FUNDING AVAILABLE

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

In October of 2018, the Board discussed possible solutions to address improving safety of a portion of County Road 361 (Beach Rd) known locally as Deadman's Curve. This curved segment of roadway has been the center of several lane departures throughout its history with severity of result up to and including fatalities. In an effort to diligently minimize the potential of reoccurrence going forward, the Board discussed and resolved to realign the sharp curve to a safer longer more accommodating curved configuration. To accomplish this objective, Staff designed and presented a new roadway alignment and further identified several affected properties that would involve acquisition and/or abandonment. Once the proposed configuration was endorsed, the Board directed Staff and the County attorney to move forward toward completing the necessary acquisitions.

After commencing, ownership issues made it apparent that some title issues necessitated redesign. Staff revised its original concept, received Board acceptance and then returned to its property acquisition efforts with a reduced number of affected owners. The interior parcel acquisition (Nemeth) has been completed. The remaining propert(ies) affected by the proposed realignment are the subject of this proposed exchange.

Given the closeness of the isolated portion of the acquired Nemeth property and the portions of the Clark properties that are required for acquisition and/or abandonment, Staff requested and the Clark Property Owner's thankfully accepted an exchange as opposed to necessitating a purchase.

At the July 11, 2022 meeting, the Board was presented contracts and a Resolution for approval and adoption to effectuate the Clark/County property transfers. Subsequent to that meeting, Staff requested that the contracts be revised to allow the roadway Right-of-Way property to remain in public ownership until the Beach Road realignment project was complete, traffic transferred and the original Right-of-Way abandoned and restored to natural ground cover. The Clark representatives have agreed to delay recording the relevant deeds until such time. The revised contracts embody this partial delay, are recommended by Staff for approval, and are presented for the BOCC's consideration. The previous approvals concerning the cost of acquisition (title and closing fees) and adopted Resolution remain unaffected.

**Options:**

- 1) Accept and approve the revised contract(s) for exchange of real property and associated costs to enable the realignment of Deadman's Curve along County Road 361 (Beach Rd).
- 2) Deny the proposed contracts approval stating reasons for such denial.

**Attachments:**

Property Exchange Resolution  
Property Transfer Contracts



RESOLUTION NO. 1118

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, TAYLOR COUNTY, FLORIDA AUTHORIZING THE EXCHANGE OF CERTAIN PROPERTIES OWNED BY TAYLOR COUNTY WITH CERTAIN PROPERTIES OWNED BY CLARK PROPERTIES OF TAYLOR COUNTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY DEED, FOR TAYLOR COUNTY TO COMPLETE THE DEADMAN'S CURVE PROJECT ON THE BEACH ROAD LOCATED IN TAYLOR COUNTY, FLORIDA.**

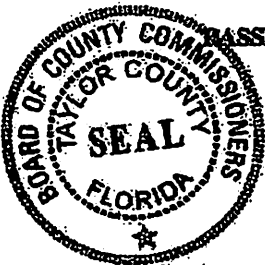
**WHEREAS**, the Board of County Commissioners has previously determined that it is in the best interest of Taylor County and the citizens of Taylor County and visitors of Taylor County to re-design and construct improvement to the curve known as Deadman's Curve on the Beach Road in Taylor County, Florida, and

**WHEREAS**, Clark Properties of Clark Properties of Taylor County, LLC, a Florida limited liability company has agreed to exchange property it owns in exchange for properties owned by Taylor County, Florida, and

**WHEREAS**, the parties have agreed to the exchange pursuant to Chapter 125.37, Florida Statutes.


**THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT THEY APPROVE THE EXCHANGE AND THE CHAIRPERSON OF TAYLOR COUNTY, FLORIDA MAY EXECUTE WHATEVER DOCUMENTS NECESSARY TO COMPLETE THE EXCHANGE AND EXECUTE THE DEED. IN ADDITION, THE LEGAL DESCRIPTIONS OF THE PROPERTIES ARE ATTACHED AND MARKED EXHIBIT "A".**

**PASSED AND RESOLVED** this 11<sup>th</sup> day of July, 2022.



ATTEST:

  
GARY KNOWLES, Clerk

  
THOMAS DEMPS, CHAIRPERSON  
TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

## Vacant Land Contract

- 1\* 1. **Sale and Purchase ("Contract"):** Taylor County, Florida  
2\* ("Seller") and The Clark Properties of Taylor County, LLC  
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as:  
5\* Address: a Portion of Vacant Beach Rd Right of Way  
6\* Legal Description: \_\_\_\_\_  
7 See attached Exhibit A  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11\* SEC 10 /TWP /07 /RNG 07 of Taylor County, Florida. Real Property ID No.: Portion 03495-500 06559-000  
12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
13\* \_\_\_\_\_  
14\* 2. **Purchase Price:** (U.S. currency) ..... \$ 0.00  
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
16\* Escrow Agent's Name: The Curtis Law Firm, P.A.  
17\* Escrow Agent's Contact Person: Laurel LaValle  
18\* Escrow Agent's Address: 103 N Jefferson St, Perry, FL 32347  
19\* Escrow Agent's Phone: 850-584-5299  
20\* Escrow Agent's Email: laurel@thecurtislawfirm.com  
21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
22\* ☐ accompanies offer  
23\* ☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
24\* after Effective Date ..... \$ 0.00  
25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
26\* ☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
27\* ☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ 0.00  
28\* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ 0.00  
29\* (d) Other: ..... \$ 0.00  
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
31\* to be paid at closing by wire transfer or other Collected funds ..... \$ 0.00  
32\* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
33\* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_  
34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
37\* calculation: \_\_\_\_\_  
38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
39\* delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if  
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer  
42 has signed or initialed and delivered this offer or the final counter-offer.  
43\* 4. **Closing Date:** This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically  
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
50 other items.  
51 5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

**6. Financing: (Check as applicable)**

(a) ☐ Buyer will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.

- (1) ☐ **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_ % ☐ an adjustable interest rate not exceeding \_\_\_\_\_ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.
- (2) ☐ **Seller Financing:** Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

- (3) ☐ **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_ % or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.

- 7. Assignability: (Check one)** Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

- 8. Title:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_, provided there exists at closing no violation of the foregoing.

- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) ☒ Seller's ☐ Buyer's expense and (Check one) ☒ within 30 days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date, (Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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- amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.
- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.
- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within \_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.
9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
- (a) **Inspections: (Check (1) or (2))**
- (1) ☐ **Due Diligence Period:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.
- Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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- 165\* (2) ☒ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,  
166 including being satisfied that either public sewerage and water are available to the Property or the  
167 Property will be approved for the installation of a well and/or private sewerage disposal system and that  
168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,  
169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract  
170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's  
172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has  
173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies  
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to  
176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required  
179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The  
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
183 Department of Environmental Protection, including whether there are significant erosion conditions associated  
184 with the shore line of the Property being purchased.
- 185\* ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title  
188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to  
189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to  
190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the  
191 costs indicated below.
- 192 (a) **Seller Costs:**
- 193 Taxes on deed
- 194 Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196 Estoppel Fee(s)
- 197\* Other: \_\_\_\_\_
- 198 (b) **Buyer Costs:**
- 199 Taxes and recording fees on notes and mortgages
- 200 Recording fees on the deed and financing statements
- 201 Loan expenses
- 202 Title evidence (if applicable under Paragraph 8)
- 203 Lender's title policy at the simultaneous issue rate
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207\* Other: \_\_\_\_\_
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and  
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,  
211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will  
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the  
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not  
215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in  
216\* installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is  
217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a  
218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO  
221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

**15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

**16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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329\* \_\_\_\_\_  
 330\* **Seller's Sales Associate Email Address** \_\_\_\_\_ **Buyer's Sales Associate Email Address** \_\_\_\_\_  
 331\* \_\_\_\_\_  
 332\* \_\_\_\_\_  
 333\* **Seller's Sales Associate Phone Number** \_\_\_\_\_ **Buyer's Sales Associate Phone Number** \_\_\_\_\_  
 334\* \_\_\_\_\_  
 335\* \_\_\_\_\_  
 336\* **Listing Brokerage** \_\_\_\_\_ **Buyer's Brokerage** \_\_\_\_\_  
 337\* \_\_\_\_\_  
 338\* \_\_\_\_\_  
 339\* **Listing Brokerage Address** \_\_\_\_\_ **Buyer's Brokerage Address** \_\_\_\_\_

340\* **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract  
 341\* (Check if applicable):  
 342\* ☐ A. Back-up Contract  
 343\* ☐ B. Kick Out Clause  
 344\* ☐ C. Other \_\_\_\_\_

345\* **23. Additional Terms:** \_\_\_\_\_  
 346\* **This contract is subject to the County Commission voting after public hearing has occurred by statute.**  
 347\* \_\_\_\_\_  
 348\* **The deed for the portion of County Road 361 (Beach Rd) will be recorded at such time the Beach Road**  
 349\* **Realignment project is complete, the abandoned right-of-way area restored to a grassed area and is no longer**  
 350\* **necessary for public purposes.**  
 351\* \_\_\_\_\_  
 352\* \_\_\_\_\_  
 353\* \_\_\_\_\_  
 354\* \_\_\_\_\_  
 355\* \_\_\_\_\_  
 356\* \_\_\_\_\_  
 357\* \_\_\_\_\_  
 358\* \_\_\_\_\_  
 359\* \_\_\_\_\_  
 360\* \_\_\_\_\_

361\* **COUNTER-OFFER/REJECTION**

362\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 363\* deliver a copy of the acceptance to Seller).  
 364\* ☐ Seller rejects Buyer's offer  
 365\* **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**  
 366\* **signing.**  
 367\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 368\* **Print name:** \_\_\_\_\_  
 369\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 370\* **Print name:** \_\_\_\_\_  
 371\* **Buyer's address for purpose of notice:**  
 372\* **Address:** \_\_\_\_\_  
 373\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
 374\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 375\* **Print name:** \_\_\_\_\_  
 376\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 377\* **Print name:** \_\_\_\_\_

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378 **Seller's address for purpose of notice:**

379\* **Address:** \_\_\_\_\_

380\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

381\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
382 **final offer or counter-offer.)**

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## **EXHIBIT "A"**

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF EXISTING COUNTY ROAD 361 (BEACH ROAD) RIGHT-OF-WAY AND LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 88°51'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 669.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EXISTING COUNTY ROAD 361 (BEACH RD) AND THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF SAID PUBLIC RECORDS; THENCE SOUTH 34°46'43" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1010.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 25°16'19" WEST, 333.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°00'48", AN ARC LENGTH OF 335.16 FEET TO A POINT OF INTERSECT WITH THE NEW YATES CREEK ROAD RIGHT-OF-WAY; THENCE DEPARTING SAID CURVE WESTERLY ALONG THE NEW EAST RIGHT-OF-WAY LINE OF YATES CREEK ROAD, NORTH 75°40'12" WEST, A DISTANCE OF 7.31 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 64°50'31" WEST, 63.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°39'22", AN ARC LENGTH OF 64.26 FEET TO A POINT ON A NON- TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 721.21 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 52°31'13" WEST, 37.60 FEET; THENCE CONTINUING ALONG SAID YATES CREEK ROAD EAST RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°59'14", AN ARC LENGTH OF 37.60 FEET TO A POINT OF TANGENCY OF THE YATES CREEK RD RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 248, PAGE 506 OF SAID PUBLIC RECORDS; THENCE DEPARTING EASTERLY AND CONTINUING ALONG SAID YATES CREEK RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°5'12" EAST, 72.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°36'47", AN ARC LENGTH OF 80.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD); THENCE NORTH 34°46'43" EAST ALONG SAID COUNTY ROAD 361 WEST RIGHT-OF-WAY LINE, A DISTANCE OF 290.55 FEET TO THE POINT OF BEGINNING.

## Vacant Land Contract

1. **Sale and Purchase ("Contract"):** The Clark Properties of Taylor County, LLC

("Seller") and Taylor County, Florida

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: a Portion of 2950 Yates Creek Rd and a Portion of Vacant Beach Rd., Perry, FL 32348

Legal Description:

See attached Exhibit A

SEC 10 /TWP /07 /RNG 07 of Taylor County, Florida. Real Property ID No.: Portion 06580-025 06580-000

including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) ..... \$ 12,924.75

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: The Curtis Law Firm, P.A.

Escrow Agent's Contact Person: Laurel LaValle

Escrow Agent's Address: 103 N Jefferson St, Perry, FL 32347

Escrow Agent's Phone: 850-584-5299

Escrow Agent's Email: laurel@thecurtislawfirm.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)

after Effective Date ..... \$ 0.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date

☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ 0.00

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ 0.00

(d) Other: ..... \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds ..... \$ 12,924.75

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_

prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

calculation: \_\_\_\_\_

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

**6. Financing: (Check as applicable)**

(a) ☒ Buyer will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.

(1) ☐ **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_ % ☐ an adjustable interest rate not exceeding \_\_\_\_\_ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) ☐ **Seller Financing:** Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) ☐ **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_

interest rate of \_\_\_\_\_ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_ % or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.

**7. Assignability: (Check one)** Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

**8. Title:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) ☒ Seller's ☐ Buyer's expense and (Check one) ☒ within 30 days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date, (Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, Buyer will, within \_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☐ **Due Diligence Period:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

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(2) ☒ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

**10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

**(a) Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: \_\_\_\_\_

**(b) Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other, and Buyer's deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

**15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

**16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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329\* \_\_\_\_\_  
 330 **Seller's Sales Associate Email Address** \_\_\_\_\_ **Buyer's Sales Associate Email Address** \_\_\_\_\_  
 331 \_\_\_\_\_  
 332\* \_\_\_\_\_  
 333 **Seller's Sales Associate Phone Number** \_\_\_\_\_ **Buyer's Sales Associate Phone Number** \_\_\_\_\_  
 334 \_\_\_\_\_  
 335\* \_\_\_\_\_  
 336 **Listing Brokerage** \_\_\_\_\_ **Buyer's Brokerage** \_\_\_\_\_  
 337 \_\_\_\_\_  
 338 \_\_\_\_\_  
 339\* **Listing Brokerage Address** \_\_\_\_\_ **Buyer's Brokerage Address** \_\_\_\_\_

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract  
 341 (Check if applicable):  
 342\* ☐ A. Back-up Contract  
 343\* ☐ B. Kick Out Clause  
 344\* ☐ C. Other \_\_\_\_\_

345\* **23. Additional Terms:** \_\_\_\_\_  
 346 **This contract is subject to the County Commission voting after public hearing has occurred by statute.**  
 347 \_\_\_\_\_  
 348 **This property will be an exchange for another property of the same value.**  
 349 \_\_\_\_\_  
 350 **Buyer will pay \$2,300.00 of the seller's attorney fees for clearing title.**  
 351 \_\_\_\_\_  
 352 \_\_\_\_\_  
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 354 \_\_\_\_\_  
 355 \_\_\_\_\_  
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 357 \_\_\_\_\_  
 358 \_\_\_\_\_  
 359 \_\_\_\_\_  
 360 \_\_\_\_\_

361 **COUNTER-OFFER/REJECTION**

362\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 363 deliver a copy of the acceptance to Seller).  
 364\* ☐ Seller rejects Buyer's offer  
 365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**  
 366 **signing.**  
 367\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 368\* **Print name:** \_\_\_\_\_  
 369\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 370\* **Print name:** \_\_\_\_\_  
 371 **Buyer's address for purpose of notice:**  
 372\* **Address:** \_\_\_\_\_  
 373\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
 374\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 375\* **Print name:** \_\_\_\_\_  
 376\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 377\* **Print name:** \_\_\_\_\_

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378 **Seller's address for purpose of notice:**

379\* **Address:** \_\_\_\_\_

380\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

381\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
382 **final offer or counter-offer.)**

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## **EXHIBIT "A"**

A TRACT OF LAND TO BE USED FOR PUBLIC PURPOSES SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 439 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW 1/4 OF NW 1/4) OF SAID SECTION 10; THENCE SOUTH 89°13'39" WEST, ALONG THE SOUTH LINE OF SAID NW 1/4 OF NW 1/4, A DISTANCE OF 516.83 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EXISTING COUNTY ROAD 361 (100' WIDE RIGHT-OF-WAY); THENCE NORTH 34°20'08" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 235.52 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 439; THENCE CONTINUE NORTH 34°20'08" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 0.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 34°20'08" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 416.77 FEET TO THE SOUTHEAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF SAID PUBLIC RECORDS; THENCE NORTH 56°50'40" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 100.01 FEET; TO A POINT ON A NON-TANGENTIAL CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 910 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 20°46'47" EAST, 426.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°06'42" AN ARC LENGTH OF 430.60 FEET TO THE POINT OF BEGINNING.

ALSO;

A TRACT OF LAND TO BE USED FOR PUBLIC PURPOSES SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 439 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW 1/4 OF NW 1/4) OF SAID SECTION 10; THENCE SOUTH 89°10'38" WEST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 541.21 FEET TO THE EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD); THENCE SOUTH 34°46'43" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 118.59 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 910 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 21°11'23" WEST, 427.62 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°10'41", AN ARC LENGTH OF 431.65 FEET TO THE NORTHEASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF SAID PUBLIC RECORDS; THENCE NORTH 55°50'58" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 100.48 FEET TO THE AFOREMENTIONED EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 361; THENCE NORTH 34°46'43" EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 416.75 FEET TO THE POINT OF BEGINNING.

ALSO;

A TRACT OF LAND TO BE USED FOR PUBLIC PURPOSES SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF THE PUBLIC RECORDS OF SAID COUNTY; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 88°51'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 669.30 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD) AND THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF SAID PUBLIC RECORDS; THENCE SOUTH 34°46'43" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 497.92 FEET, FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 34°46'43" WEST, 151.73 FEET, TO A POINT ON A NON-TANGENTIAL CURVE, CONCAVE WESTERLY; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID CURVE HAVING A RADIUS OF 150 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°02'04" EAST, 81.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°29'19", AN ARC LENGTH OF 82.44 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 250 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°17'28" EAST, 129.42 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°00'07", AN ARC LENGTH OF 130.91 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF YATES CREEK RD AS DESCRIBED IN OFFICIAL RECORDS BOOK 248, PAGE 506 OF SAID PUBLIC RECORDS; SAID POINT BEING ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY ALONG SAID WEST YATES CREEK RD RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 777.41 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 51°19'09" EAST, 11.88 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°52'32", AN ARC LENGTH OF 11.88 FEET; TO A POINT OF REVERSE CURVATURE, BEING A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 08°29'22" EAST, 68.54 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°32'03", AN ARC LENGTH OF 75.52 FEET TO THE POINT OF BEGINNING.

## Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Taylor County, Florida

("Seller") and The Clark Properties of Taylor County, LLC

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: a Portion of 16110 Beach Rd., Perry, FL 32348

Legal Description:

See attached Exhibit A

SEC 10 /TWP /07 /RNG 07 of Taylor County, Florida. Real Property ID No.: A portion of 06582-000  
including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 11,373.78

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: The Curtis Law Firm, P.A.

Escrow Agent's Contact Person: Laurel LaValle

Escrow Agent's Address: 103 N Jefferson St, Perry, FL 32347

Escrow Agent's Phone: 850-584-5299

Escrow Agent's Email: laurel@thecurtislawfirm.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)

after Effective Date ..... \$ 0.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date

☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ 0.00

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ 0.00

(d) Other: ..... \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds..... \$ 11,373.78

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_

prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

calculation: \_\_\_\_\_

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

**6. Financing: (Check as applicable)**

(a) ☒ Buyer will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.

(1) ☐ **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_ % ☐ an adjustable interest rate not exceeding \_\_\_\_\_ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) ☐ **Seller Financing:** Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) ☐ **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a

☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_ % or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.

**7. Assignability: (Check one)** Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

**8. Title:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at

(Check one) ☒ Seller's ☐ Buyer's expense and

(Check one) ☒ within 30 days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within \_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☐ **Due Diligence Period:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

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(2) ☒ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

**10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

**(a) Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: \_\_\_\_\_

**(b) Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

**15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

**16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default.** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.

**17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

**18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

**19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

**20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

**21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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339\*

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

340  
341  
342\*  
343\*  
344\*

**22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- ☐ A. Back-up Contract  
☐ B. Kick Out Clause  
☐ C. Other \_\_\_\_\_

345\*

**23. Additional Terms:**

*This contract is subject to the County Commission voting after public hearing has occurred by statute.*

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*This property will be an exchange for another property of the same value.*

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#### COUNTER-OFFER/REJECTION

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- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).  
☐ Seller rejects Buyer's offer

362\*  
363  
364\*

**This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.**

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366

**Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

367\*  
368\*

**Print name:** \_\_\_\_\_

369\*

**Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

370\*

**Print name:** \_\_\_\_\_

371

**Buyer's address for purpose of notice:**

372\*

**Address:** \_\_\_\_\_

373\*

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

374\*

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

375\*

**Print name:** \_\_\_\_\_

376\*

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

377\*

**Print name:** \_\_\_\_\_

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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378 Seller's address for purpose of notice:

379\* Address: \_\_\_\_\_

380\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

381\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the  
382 final offer or counter-offer.)

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## **EXHIBIT "A"**

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW 1/4 OF NW 1/4) OF SAID SECTION 10; THENCE SOUTH 89°10'38" WEST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 541.21 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD); THENCE SOUTH 34°46'43" WEST ALONG SAID NORTHEASTERLY RIGHT- OF-WAY, A DISTANCE OF 535.35 FEET TO THE NORTH CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID PROPERTY, SOUTH 55°50'58" EAST, A DISTANCE OF 100.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY PROPERTY LINE A DISTANCE OF 212.60 FEET; THENCE SOUTH 56°50'40" WEST, A DISTANCE OF 211.08 FEET, TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 910.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 00°11'18" EAST, 234.79 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°49'28", AN ARC LENGTH OF 235.45 FEET TO THE NORTHEASTERLY PROPERTY LINE OF SAID LAND AND THE POINT OF BEGINNING.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

The Board to consider adoption of proposed amended and restated final assessment Resolution relating to the collection of Solid Waste in Taylor County.



**MEETING DATE REQUESTED:**

September 6, 2022

**Statement of Issue:**

To authorize the imposition and collection of annual Solid Waste service assessments against residential property in Taylor County.

**Recommended Action:**

Set fee and adopt Resolution

**Fiscal Impact:**

To be set by Resolution

**Budgeted Expense:**

N/A

**Submitted By:**

LaWanda Pemberton, County Administrator  
(850) 838-3500 ext. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board of County Commissioners entered into agreement with Nabors, Giblin and Nickerson and Government Services Group to complete a Special Assessment Solid Waste Study in 2021 in order to address the continued revenue shortfall in the Solid Waste Collections budget. Phase 1 of the study was substantially completed in May of 2021 and indicated the County should take the step to issue new cards/decals to all property owners who are assessed in order to insure that only the property owners who pay the assessment can utilize the services.

Letters to property owners were include in the tax bills in November of 2021 and County staff issued new cards/decals to property owners.

In anticipation of the completion of the completed Solid Waste Study in 2022 the Board adopted a Resolution of Intent in December 2021.

The Solid Waste study was completed in May and Government Services Group and Nabors, Giblin and Nickerson presented a draft solid waste budget to the Board at that time. Staff has continued to work with Government Services Group and Nabors, Giblin and Nickerson to update the draft budget as operational costs continue to increase.

Nabors, Giblin and Nickerson prepared an amended ordinance relating to the Solid Waste assessment that funds Solid Waste Collection in Taylor County, which allows for the assessment to be set by Resolution. The board adopted the ordinance and the initial assessment Resolution was adopted on August 1, 2022.

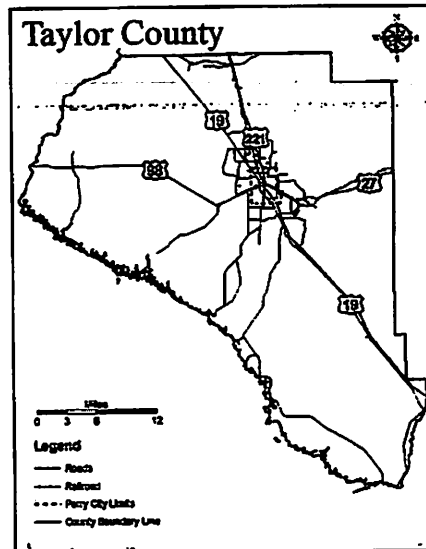
First class mailings were mailed to Taylor County property owners the week of August 15<sup>th</sup> to notify all property owners of the maximum amounts that can be set by Resolution, as well as notice by the newspaper.

The final rate scenarios reflect a discrepancy of \$56,044 in the Solid Waste fund for expenditures and this has been corrected in the Final Rate Scenario report. The Solid Waste program expenditures and rates were noticed as the projected Five Year average. This correction resulted in a \$5 per year increase within the Solid Waste expenditure budget; however, the Board cannot adopt a rate higher than \$210 for fiscal year 2022-2023 and no higher than \$228 in future years without notice to property owners.

**Options:** Set Solid Waste Assessment and Adopt Resolution

**Attachments:** Copy of Notice  
Final Rate Scenarios  
Adopted Initial Assessment Resolution  
Draft Final Assessment Resolution

## NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS



NOTICE is hereby given that the Board of County Commissioners of Taylor County, Florida will conduct a Public Hearing, to be held at 6:00 P.M., **TUESDAY, SEPTEMBER 6, 2022**, in the County Commission Meeting Room, Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, for the purpose of receiving public comment on adoption of the proposed Resolution re-imposing solid waste non-ad valorem special assessments against improved residential properties located within the unincorporated area of the County for the Fiscal Year commencing October 1, 2022, and future fiscal years, to fund the cost of Solid Waste and Recovered Materials Collection and Disposal Services, Facilities, and Programs, as provided to such properties and to authorize collection of such assessments on the tax bill. All affected property owners have a right to appear at the Public Hearing and to file written objections with the Board within twenty (20) days of this Notice.

The assessments will be computed by applying the rate of assessment to each parcel of improved residential property in the County. The rate of assessment for the fiscal year commencing October 1, 2022, and for future fiscal years, shall be \$210.00 per dwelling unit. The maximum annual Solid Waste Service Assessment that may be imposed without further notice for future fiscal years is \$228.00 per dwelling unit. Copies of the Assessment Roll, showing the amount of the assessment to be imposed against each parcel of property, the Solid Waste Service Assessment Ordinance, and the Amended and Restated Initial Assessment Resolution for Solid Waste Services, are available for inspection at the County Administrator's Office, located at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

The County offers indigency relief for owners of homestead residential property meeting the income and asset guidelines established by the County. Please contact the County Administrator at the number below for program information. The application deadline for Fiscal Year 22-23 is November 1, 2022.

If a person decides to appeal any decision made by the Board with respect to any matter considered at the Public Hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the hearing is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Marsha Durden, Assistant County Administrator, 201 E. Green Street, Perry, Florida, 850-838-3500, Ext. 7, at least three (3) days prior to the meeting.

If you have any questions, please contact LaWanda Pemberton, County Administrator at (850) 838-3500, Ext. 6, Monday through Friday between 9:00 A.M. and 5:00 P.M.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS,  
Taylor County, Florida, this 3rd. day of August, 2022.

# Taylor County Solid Waste Assessment Program

## RATE SCENARIOS

### NOTICED RATES

Fiscal Year 22-23 rate of \$210 per dwelling unit will generate \$1,957,266.

Future fiscal year maximum rate without further notice is \$228 per dwelling unit.

### Revised Budget Rates as of August 25, 2022

#### With Capital Costs

	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	5-Year Average
Rate Per Dwelling Unit	\$201	\$206	\$214	\$226	\$234	\$216
Total Assessable Costs	\$1,874,230	\$1,918,207	\$1,991,057	\$2,103,702	\$2,179,351	\$2,013,310

#### Without Capital Costs

	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	5-Year Average
Rate Per Dwelling Unit	\$161	\$166	\$177	\$189	\$197	\$178
Total Assessable Costs	\$1,497,627	\$1,541,604	\$1,647,563	\$1,760,207	\$1,835,856	\$1,656,572

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**TAYLOR COUNTY, FLORIDA**

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**AMENDED AND RESTATED  
INITIAL ASSESSMENT RESOLUTION  
FOR SOLID WASTE COLLECTION AND DISPOSAL  
RESOLUTION NO. 2022- N/A**

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**ADOPTED AUGUST 1, 2022**

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**RESOLUTION NO. 2022- N/A**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECOVERED MATERIALS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; PROVIDING AUTHORITY, PURPOSE, DEFINITIONS, AND CERTAIN LEGISLATIVE FINDINGS; DESCRIBING THE METHOD OF ASSESSING THE SOLID WASTE COST AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the provisions of Ordinance No. 2022-06 (the "Ordinance"), Article VIII, Section 1(f), Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

**SECTION 2. PURPOSE AND DEFINITIONS.**

(A) This resolution constitutes the Amended and Restated Initial Assessment Resolution and serves as the Preliminary Rate Resolution as defined in the Ordinance. It initiates the annual process for updating the Assessment Roll, directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022, and for future ease of reference and consistency, this Resolution will also amend and restate the Initial Assessment Resolution in its entirety.



(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

(C) As used in this Amended and Restated Initial Assessment Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**"Indigent Person"** means (1) a person who is determined to be an indigent person as defined in the most recent poverty level guidelines established by the Federal Department of Health and Human Services, or a person who otherwise qualifies as an indigent person according to procedures that may be established by resolution of the Board.

**SECTION 3. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.** It is hereby ascertained, declared and determined that the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be funded by the Solid Waste Cost provide a special benefit to the Residential Property based upon the following legislative determinations and based upon that certain report entitled "Taylor County Solid Waste Assessment Program Report" dated as of July 2022 and prepared by Government Services Group, which report is hereby incorporated herein by reference:

**General**

(A) Upon the adoption of this Amended and Restated Initial Assessment Resolution determining the Solid Waste Cost and identifying the Residential Property to be

~~included in the Assessment Roll~~; the legislative determinations ascertained and declared in Sections 1.03 and 1.04 of the Ordinance are hereby ratified and confirmed.

(B) The existence of a Dwelling Unit on Residential Property results in such property generating Solid Waste and Recovered Materials or being capable of generating Solid Waste and Recovered Materials.

(C) The imposition of a recurring annual Solid Waste Service Assessment, as provided for herein, is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Solid Waste Cost experienced by the County among the parcels of Residential Property within the unincorporated area of the County.

(D) The existence of a Dwelling Unit on Residential Property results in such property generating Solid Waste and Recovered Materials or being capable of generating such materials, regardless of whether such Residential Property is currently occupied.

(E) The size or value of Residential Property does not determine the scope and cost of Solid Waste and Recovered Materials collection and disposal services to be provided to such property. The use of Solid Waste collection and disposal services, facilities, and programs is driven by the existence of a Dwelling Unit and the average occupant population.

(F) Apportioning the Solid Waste Cost for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs provided to Residential Property within the unincorporated area of the County on a per Dwelling Unit basis is compatible with the use of the Tax Roll data base, is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Solid

~~Waste Cost~~ in a manner commiserate with the special benefit received by such Residential Property.

(G) Government Property that is owned by federal government mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be exempted from the Solid Waste Service Assessment.

(H) It is in the best interest of the citizens of the County to assist Indigent Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Solid Waste Service Assessment.

#### **SECTION 4. SOLID WASTE COLLECTION AND DISPOSAL SERVICES.**

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property located within the unincorporated area of the County, the County shall cause Solid Waste and Recovered Materials collection and disposal services to be provided to such Residential Property. All or a portion of the Solid Waste Cost shall be paid from proceeds of the Solid Waste Service Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Residential Property will be benefited by the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment upon such parcel computed in the manner set forth in this Amended and Restated Initial Assessment Resolution.

**SECTION 5. DETERMINATION OF SOLID WASTE COST; ESTABLISHMENT OF INITIAL SOLID WASTE SERVICE ASSESSMENTS.**

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year commencing October 1, 2022, is \$1,957,266.00. The approval of this Amended and Restated Initial Assessment Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget Solid Waste and Recovered Materials collection and disposal services, facilities, and programs shall be funded from available County revenue other than Solid Waste Service Assessments.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs are imposed, the Solid Waste Cost shall be allocated among all parcels of Residential Property within the unincorporated area of the County, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. A rate of assessment equal to \$210.00 for each Dwelling Unit for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is hereby approved for the Fiscal Year beginning October 1, 2022. The maximum annual Solid Waste Service Assessment that may be imposed without further notice for future fiscal years is \$228.00 per Dwelling Unit.

(C) The rate of the Solid Waste Service Assessments established in this Amended and Restated Initial Assessment Resolution shall be the rates applied by the County Administrator in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 6 of this Amended and Restated Initial Assessment Resolution.

## **SECTION 6. ASSESSMENT ROLL.**

(A) The County Administrator is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2022, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels of Residential Property within the unincorporated area of the County. The County Administrator shall apportion the estimated Solid Waste Cost to be recovered through Solid Waste Service Assessments in the manner set forth in this Amended and Restated Initial Assessment Resolution.

(B) A copy of the Ordinance, this Amended and Restated Initial Assessment Resolution, documentation related to the estimated amount of the Solid Waste Cost to be recovered through the imposition of Solid Waste Service Assessments, and the updated Assessment Roll shall be maintained on file in the office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Residential Property.

## **SECTION 7. INDIGENCY RELIEF.**

(A) There is hereby created an indigency assistance program to assist Residential Property owners who meet the definition of Indigent Persons as established herein. An owner of homestead Residential Property who meets indigent income level and asset guidelines specified by the County shall be eligible to receive payment of a Solid Waste Service Assessment by the County. Applicants for this indigency relief shall provide written documentation satisfactory to the County in order to qualify for such assistance. Any amounts provided for indigency relief shall be paid by the County from funds other than those generated by the Solid Waste Service Assessment.

(B) Prior to November 1, 2022, and prior to April 1 of each year thereafter, the applicant shall file with the Tax Collector an application under oath demonstrating entitlement to indigency relief as provided herein. Such application shall include the following:

- (1) The name and address of all Owners of the homestead Residential Property;
- (2) The address and legal description for the Residential Property;
- (3) Proof of total household income from all sources and other documentation required to demonstrate qualification as an Indigent Person; and
- (4) Such other information relating to the application as may be reasonably requested.

(C) The Tax Collector shall, within fifteen (15) days after the filing of such application, review the application and such other supporting data that may be filed

therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for indigency relief pursuant to this Section.

(D) The Tax Collector shall furnish his or her written decision to such applicant by United States mail, postage prepaid, addressed to the applicant at the address stated on the application on or before the expiration of twenty (20) days following the filing of the application determining if the applicant is or is not qualified for indigency relief pursuant to this Section.

(E) If the Tax Collector shall determine that such person is an Indigent Person, the County shall pay the Solid Waste Service Assessment for and on behalf of such Indigent Person from funds budgeted for that purpose.

(F) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any indigency relief provided herein shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction determines any assistance provided by the Board is improper or otherwise adversely affects the validity of the Solid Waste Service Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise imposed save for such assistance afforded to such Tax Parcel by the Board.



(G) The Board, may from time to time, adopt by separate resolution, guidelines and directives to the Tax Collector, or other designated County employee, for the administration of the indigency relief authorized by this Section.

**SECTION 8. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 6:00 p.m. on September 6, 2022, in the Commission Chambers, Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, at which time the Board will receive and consider any comments on the Solid Waste Service Assessments from the public and affected property owners and consider reimposing Solid Waste Service Assessments and collecting such assessments on the same bill as ad valorem taxes.

**SECTION 9. NOTICE BY PUBLICATION.** The County Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 16, 2022, in substantially the form attached hereto as Appendix A.

**SECTION 10. NOTICE BY MAIL.**

(A) The County Administrator shall provide notice by first class mail to the Owner of each parcel of Residential Property in the manner and time provided in Section 2.05 of the Ordinance. The notice shall be mailed no later than August 16, 2022, in substantially the form attached hereto as Appendix B.

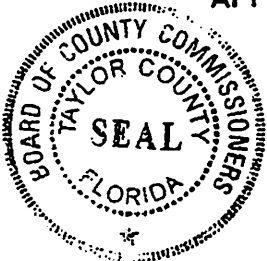
(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the County Administrator shall work with the Property Appraiser and Tax Collector for provision of notice.

**SECTION 11. METHOD OF COLLECTION.** It is hereby declared that the Solid Waste Service Assessments shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2022.

**SECTION 12. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds derived by the County from Solid Waste Service Assessments shall be used for the provision of Solid Waste and Recovered Materials disposal services, facilities, and programs provided to Residential Property within the unincorporated area of the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

**SECTION 13. EFFECTIVE DATE.** This Amended and Restated Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

**APPROVED AND DULY ADOPTED** this 1st day of August, 2022.



(SEAL)  
ATTEST:

By: Dannille Welch  
for Gary Knowles, County Clerk

APPROVED AS TO FORM AND  
CORRECTNESS

By: Conrad Bishop, Jr.  
Conrad Bishop, Jr., County Attorney

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

By: Thomas Demps  
Thomas Demps, Chairman

**APPENDX A**

**FORM OF NOTICE TO BE PUBLISHED**

To Be Published by August 16, 2022

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR  
COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will conduct a public hearing to consider reimposing solid waste non-ad valorem special assessments against improved residential properties located within the unincorporated area of the County for the Fiscal Year commencing October 1, 2022, and future fiscal years to fund the cost Solid Waste and Recovered Materials collection and disposal services, facilities, and programs as provided to such properties and to authorize collection of such assessments on the tax bill.

The hearing will be held at 6:00 p.m. on September 6, 2022, in the Commission Chambers, Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If a person decides to appeal any decision made by the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Marsha Durden, Assistant County Administrator, 201 E. Green Street, Perry, Florida, 850-838-3500, Ext. 7, at least three (3) days prior to the meeting.

The assessments will be computed by applying the rate of assessment to each parcel of improved residential property in the County. The rate of assessment for the fiscal year commencing October 1, 2022, and for future fiscal years shall be \$210.00 per dwelling unit. The maximum annual Solid Waste Service Assessment that may be imposed without further notice for future fiscal years is \$228.00 per dwelling unit. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property,

**the Solid Waste Service Assessment Ordinance, and the Amended and Restated Initial Assessment Resolution for Solid Waste Services, are available for inspection at the County Administrator's Office located at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida.**

**The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.**

**The County offers indigency relief for owners of homestead residential property meeting the income and asset guidelines established by the County. Please contact the County Administrator at the number below for program information. The application deadline for Fiscal Year 22-23 is November 1, 2022.**

**If you have any questions, please contact the County Administrator at (850) 838-3500, Monday through Friday between 9:00 a.m. and 5:00 p.m.**

**[INSERT MAP OF UNINCORPORATED AREA OF COUNTY]**

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

**APPENDIX B**  
**FORM OF NOTICE TO BE MAILED**

**\*\*\*\*\* NOTICE TO PROPERTY OWNER \*\*\*\*\***

**Taylor County  
ADDRESS  
Live Oak, Florida**

**TAYLOR COUNTY, FLORIDA  
NOTICE OF HEARING TO IMPOSE AND  
PROVIDE FOR COLLECTION OF SOLID WASTE  
SERVICE NON-AD VALOREM ASSESSMENTS  
NOTICE DATE: AUGUST 16, 2022**

**Owner Name  
Address  
City, State Zip**

**Tax Parcel # \_\_\_\_\_  
Legal Description: \_\_\_\_\_**

As required by Section 197.3632, Florida Statutes, notice is given by Taylor County, Florida, that the County will consider the continued imposition of an annual special assessment for solid waste and recovered materials collection and disposal services using the tax bill collection method, which may be levied on your property for the fiscal year beginning October 1, 2022, and future fiscal years. The purpose of this assessment is to fund Solid Waste and Recovered Materials collection and disposal services, facilities, and programs benefiting residential property located within the unincorporated area of the County. The total annual solid waste assessment revenue to be collected within the County, is estimated to be \$1,957,266.00. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property. The total number of residential dwelling units on the above parcel is \_\_\_\_\_. The solid waste service assessment for the above parcel is \$\_\_\_\_\_ for Fiscal Year 2022-23.

The maximum solid waste assessment for the above parcel that may be imposed without further notice for future fiscal years is \$\_\_\_\_\_.

A public hearing will be held at 6:00 p.m. on September 6, 2022, at the Commission Chambers, Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written

objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Marsha Durden, Assistant County Administrator at (850) 838-3500, at least three (3) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, and the preliminary assessment roll are available for inspection at the County Administrator's office located at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida. The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

The County offers indigency relief for owners of homestead residential property meeting the income and asset guidelines established by the County. Please contact the County Administrator at the number below for program information. The application deadline for Fiscal Year 22-23 is November 1, 2022.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste service assessment, please contact the County Administrator at (850) 838-3500, Monday through Friday between 9:00 a.m. and 5:00 p.m.

**\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\***



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**TAYLOR COUNTY, FLORIDA**

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**AMENDED AND RESTATED  
FINAL ASSESSMENT RESOLUTION  
FOR SOLID WASTE COLLECTION AND DISPOSAL**

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**ADOPTED SEPTEMBER 6, 2022**

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**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECOVERED MATERIALS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY; APPROVING THE SOLID WASTE SERVICE ASSESSMENT ROLL; CONFIRMING THE AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Taylor County, Florida has enacted the Solid Waste Service Assessment Ordinance, Ordinance No. 2022-06 (the "Ordinance"), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property within the unincorporated area of Taylor County, Florida (the "County"); and

**WHEREAS**, the imposition of a Solid Waste Service Assessment for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Residential Property within the unincorporated area of the County; and

**WHEREAS**, the Board desires to impose an assessment for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property within the unincorporated area of the County using the tax bill collection method for the Fiscal Year beginning on October 1, 2022; and

**WHEREAS**, on August 1, 2022, the Board adopted the Amended and Restated Initial Assessment Resolution For Solid Waste Collection and Disposal (the "Amended and Restated Initial Assessment Resolution"), containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided to Residential Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

**WHEREAS**, pursuant to the provisions of the Ordinance, the County is required to confirm or repeal the Amended and Restated Initial Assessment Resolution, with such amendments as the Board deems appropriate, after hearing comments and objections of all interested parties and adopt an Amended and Restated Final Assessment Resolution; and

**WHEREAS**, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

**WHEREAS**, notice of a public hearing has been published and, if required by the terms of the Ordinance, mailed to each Owner of Residential Property proposed to be assessed notifying such Owners of their opportunity to be heard, an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

**WHEREAS,** a public hearing was held on September 6, 2022, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the Ordinance; the Amended and Restated Initial Assessment Resolution adopted by the Board on August 1, 2022; Article VIII, Section 1, Florida Constitution; Sections 125.01 and 125.66, Florida Statutes; and other applicable provisions of law.

**SECTION 2. DEFINITIONS AND INTERPRETATION.**

(A) This resolution constitutes the Amended and Restated Final Assessment Resolution as defined in the Ordinance.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance and the Amended and Restated Initial Assessment Resolution.

**SECTION 3. IMPOSITION OF SOLID WASTE SERVICE ASSESSMENTS.**

(A) The parcels of Residential Property included in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs described in the Amended and Restated Initial Assessment Resolution in the amount of the Solid Waste Service Assessment set forth in the Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference. Additionally, the Assessment Roll, as approved, includes those Tax Parcels of Residential Property within the unincorporated area of the County that cannot be set forth in that

Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt "home addresses."

(B) It is hereby ascertained, determined and declared that each parcel of Residential Property within the unincorporated area of the County will be benefited by the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution.

(C) Adoption of this Amended and Restated Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties receiving the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(D) The method for computing Solid Waste Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(E) For the Fiscal Year beginning October 1, 2022, the Solid Waste Cost of \$1,957,266.00 shall be allocated among all parcels of Residential Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels.

**(F) A rate of assessment equal to \$210.00 for each Dwelling Unit for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is hereby approved for the Fiscal Year beginning October 1, 2022. The maximum annual Solid Waste Service Assessment that may be imposed without further notice for future fiscal years is \$228.00 per Dwelling Unit.**

**(G) Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Residential Property in the unincorporated area of the County included in the Assessment Roll.**

**(H) No Solid Waste Service Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Solid Waste Service Assessment. Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.**

**(I) As authorized in Section 2.13 of the Ordinance, interim Solid Waste Service Assessments are also levied and imposed against all Residential Property for which a Certificate of Occupancy is issued after adoption of this Amended and Restated Final Assessment Resolution based upon the rates of assessment approved herein.**

(J) Solid Waste Service Assessments shall constitute a lien upon the Residential Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(K) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

**SECTION 4. CONFIRMATION OF AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION.** The Amended and Restated Initial Assessment Resolution is hereby confirmed.

**SECTION 5. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Amended and Restated Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Amended and Restated Final Assessment Resolution.

**SECTION 6. SEVERABILITY.** If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.



**SECTION 7. EFFECTIVE DATE.** This resolution shall take effect immediately upon adoption.

**PASSED, ADOPTED AND APPROVED** THIS 6th day of September, 2022.

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

(SEAL)

By: \_\_\_\_\_  
Thomas Demps, Chairman

ATTEST:

By: \_\_\_\_\_  
Gary Knowles, County Clerk

APPROVED FOR FORM AND  
CORRECTNESS:

By: \_\_\_\_\_  
Conrad Bishop, Jr., County Attorney

**APPENDIX A**

**AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS**

## **AFFIDAVIT OF MAILING**

**BEFORE ME**, the undersigned authority, personally appeared LaWanda Pemberton, Tammy Peters and Jeremy Cohen, who, after being duly sworn, depose and say:

1. LaWanda Pemberton, as County Administrator of Taylor County, Florida (the "County"), pursuant to the authority and direction received from the Board of County Commissioners, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Sections 2.04 and 2.05 of the Solid Waste Service Assessment Ordinance (the "Assessment Ordinance") in conformance with the Amended and Restated Initial Assessment Resolution adopted by the Board on August 1, 2022 (the "Initial Assessment Resolution").

2. Tammy Peters is the Office Manager for GSG. GSG has caused the notices required by Section 2.05 of the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the County expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before August 16, 2022, GSG delivered and directed the mailing of the

above-referenced notices by Target Copy ("Target"), in accordance with Section 2.05 of the Assessment Ordinance and the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Taylor County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

4. Jeremy Cohen is Sales Manager of Target. As directed above, Target mailed or caused to be mailed on or before August 16, 2022, the above-referenced notices delivered to Target by GSG.

FURTHER AFFIANTS SAYETH NOT.

---

LaWanda Pemberton, affiant

---

Tammy Peters, affiant

---

Jeremy Cohen, affiant

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing Affidavit of Mailing was sworn to before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022 by LaWanda Pemberton, County Administrator of Taylor County, Florida. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022 by Jeremy Cohen, Sales Manager, Target Copy, a Florida corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**APPENDIX B**  
**PROOF OF PUBLICATION**

**APPENDIX C**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners, or authorized agent of Taylor County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste service assessments (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Taylor County Tax Collector by September 15, 2022.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Taylor County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TAYLOR COUNTY, FLORIDA

By: \_\_\_\_\_  
Name  
Title

**[to be delivered to Tax Collector prior to September 15]**



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

The Board to receive bid for County owned property located on Marina Drive in Keaton Beach.



**MEETING DATE REQUESTED:**

September 6, 2022

**Statement of Issue:**

To receive quote from adjacent property owner, per Florida State Statute.

**Recommended Action:**

**Fiscal Impact:**

TBD

**Budgeted Expense:**

N/A

**Submitted By:**

LaWanda Pemberton, County Administrator

**Contact:**

838-3500 X 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board of County Commissioners have voted to sell both County owned parcels located on Marina Drive at Keaton Beach.

The adjacent land owner for the "smaller" of the two lots has expressed an interest and has submitted a bid to purchase the lot within the required time frame.

The appraisal for the smaller of the two lots is \$58,000.

**Options:**

Accept/not accept bid

**Attachments:**

Letter to Adjacent Property Owner

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

July 25, 2022

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND REGULAR MAIL

Cynthia A. Collins  
20514 Marina Road  
Perry, FL 32348

Dear Ms. Collins:

Pursuant to Chapter 125.35(2) Florida Statutes, the Taylor County Board of County Commissioners has determined that the following property owned by the County, to-wit:

A parcel of land, being a part of Lots 1 and 2, Block "A" at KEATON BEACH UNIT1, a subdivision in Section 35, Township 7 South, Range 7 East, Taylor County, Florida and more particularly described as follows:  
Begin at the Northeast corner of Lot 1, Block "A" KEATON BEACH UNIT 1, as per map or plat thereof recorded in the Office of the Circuit Court of Taylor County Florida thence run South 00 degrees 00 minutes 45 seconds West along the east line of said Lot 1, a distance of 40.00 feet; thence run South 89 degrees 46-13 seconds West, a distance of 73.64 feet to a point of the easterly right of way of Marina Road, said point being on the arc of a 640.87 foot non-tangent curve, concave to the southeast; thence run along the arc of said curve an arc distance of 43.94 feet, through a central angle of 3 degrees 55 minutes 42 seconds to a point on the north line of Lot 2; thence run North 89 degrees 51 minutes 02 seconds East along the north line of Lots 1 and 2, a distance of 55.81 feet to the Point of Beginning.  
Containing 0.06 acres more or less.

is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property. The size, shape, location and value of the parcel has been determined by the Board to be of use only to one or more adjacent property owners. The Board may effect a private sale of the property.

The Board is sending you notice of its intended action to owners (you) of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the Board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

Any questions should be directed to the following: LaWanda Pemberton, County Administrator for Taylor County, 201 East Green Street, Perry, Florida 32347, Telephone Number: (850) 838-3500.

Respectfully,

LaWanda Pemberton

Cc: Hon. Gary Knowles, Clerk

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

BOARD TO REVIEW AND CONSIDER APPROVAL AND AWARD OF THE CONTRACT FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES.



**MEETING DATE REQUESTED:**

September 6, 2022

**Statement of Issue:**

As part of its long-term care requirements for the Taylor County Closed Landfill, the Board of County Commissioners periodically enters into a contract for mowing and fertilizing the maintained areas of the landfill site. This maintenance activity ensures that a healthy vegetative cover will continue to be available to sustain the underlying liner and protection system.

The Board received proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services Request For Proposals (RFP) on July 19, 2022 and appointed Hank Evans, Scott Knight and Kenneth Dudley as the RFP Review Committee.

**Recommended Action:** The Board of County Commissioners should approve and award the contract to A&R Lee Services, LLC as the lowest responsive bidder and address the request for adjustable fertilizer pricing.

**Fiscal Impact:** FISCAL YR 2019/20 - \$21,000 Annually

**Budgeted Expense:** YES (FY 21/23)

**Submitted By:** COUNTY ENGINEER

**Contact:** County Engineer

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Permit Number 0013295-003-SF issued by FDEP requires continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20) year long-term care period that began on April 11, 1996. As part of the maintenance requirement and the general guidance from the Florida Department of Environmental Protection, Taylor County has maintained contracts to mow and fertilize the collection and monitoring areas of the landfill property since its closure.

Although the current contract was available for extension through September 2022, Curb Appeal Services provided notification that labor shortages would prevent them from extending their contract. This notification prompted this solicitation and proposed award.

Upon advertising, the Board received two proposals at its July 19, 2022 meeting. They are as follows:

<b>Required Items</b>	<b>Company Name</b>	
	<b>A&amp;R Lee Services, LLC.</b>	<b>T&amp;N Lawn Masters, LLC</b>
<b>Liability/Insurance Statement</b>	Currently Insured Insurance certificate on file w/ PW	Currently Insured
<b>Workers Comp Insurance or Exemption</b>	Exempt	Exempt
<b>Hold Harmless Release/ Insurance</b>	✓	✓
<b>Non-Collusion Affidavit</b>	✓	✓
<b>Public Entity and Crimes</b>	✓	✓
<b>Business/Contractor License/Registration</b>	Active LLC Status. Locally Licensed.	Active LLC Status. Licensed in Leon County. Would require Local Licensure.
<b>Project References</b>	Not Included. Current Roadside Mowing Contractor w/ Public Works	Federal Trail maintenance, Commercial and School Clients and bush hogging.
<b>Location of Office Serving Taylor County</b>	Perry, FL	Crawfordville, FL
<b>Mowing 4 Cycles</b>	\$12,000	\$18,312.00
<b>Fertilizing 2 Cycles</b>	\$5,193.50	\$7,562.00
<b>Annual Expense</b>	\$17,193.50	\$25,874.00

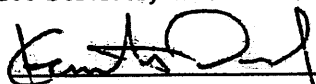
A&R Lee Services, LLC submitted the lowest of the two proposals received. However, it is noted that their Bid submission included a pricing note that their price will be subject to the current cost of fertilizer. At the time of submitting their Bid, Fertilizer was priced at \$600 per ton (10-10-10) and \$540 per ton (5-10-15). Although the contract is structured as a set pricing format, the Board may approve the requested adjustable pricing. Nonetheless, it is not expected that an increase in cost would amount to the current difference in bids, \$8,680.50. Therefore, Staff recommends that Board approve and award the Landfill Mowing and Fertilizing contract to A&R Lee Services, LLC as the lowest responsive proposal.

#### **Options:**


- 1) Award the contract to A&R Lee Services, LLC as the lowest responsive bidder and address the request for adjustable fertilizer pricing.
- 2) Reject all bids and readvertise.

#### **Attachments:**

A&R Lee Services, LLC Bid Form



Kenneth Dudley, County Engineer



Hank Evans, Public Works Director



Scott Knight, Public Works Superintendent

## A & R Lee Services, LLC

### Bid Form

**Bid Price:** \$17,193.50

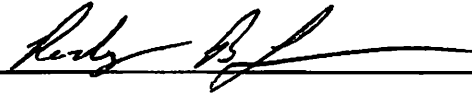
**Includes:** Mow and fertilize closed land field.

**Note:** Price subject to change based on the price of fertilizer. Fertilizer cost at the time of bid:

\$600 per ton for 10-10-10, \$540 per ton for 5-10-15

If the price for fertilizer goes up, bid price will change and proof of cost change will be given.

Rodney Lee



7/13/2022

**BID FORM****Taylor County Closed Landfill Mowing And Fertilizing****2022-003-ENG****TABLE OF ARTICLES**

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**ARTICLE 1 – BID RECIPIENT****1.01 This Bid is submitted to:**

***Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347***

**1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.**

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.**

**ARTICLE 3 – BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:**

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.**

**Addendum No.****Addendum Date**\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01 Bidder further represents that:**

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 – BASIS OF BID**

**5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):**



**MOWING / TRIMMING**

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (6/30/22, 5/1/23&24)	22.89	\$ _____	\$ <u>3,000.00</u>
2	Cycle 2 Mowing/Trimming (July 1)	22.89	\$ _____	\$ <u>3,000.00</u>
3	Cycle 3 Mowing/Trimming (August 15)	22.89	\$ _____	\$ <u>3,000.00</u>
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$ _____	\$ <u>3,000.00</u>
5	Total Annual Cost			\$ <u>12,000.00</u>
6	Extra Cycle – Mowing/Trimming	22.89	\$ _____	\$ <u>3,000.00</u>

**FERTILIZING**

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (6/30/22, May 1, 2023 & 2024 w/10-10-10)	21.61	\$ _____	\$ <u>2,704.00</u>
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$ _____	\$ <u>2,489.50</u>
3	Total Annual Cost			\$ <u>5,193.50</u>

**EXTRA CYCLE MOWING/TRIMMING:** Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates specified or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Bidder accepts that the Term of this project will be from July 19, 2022, through September 30, 2023. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:

- A. Certificate of Liability Insurance or Agency Statement
- B. Declaration Page from Workers' Compensation Insurance or Exemption Issued by the State of Florida
- C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Affidavit of Non-Collusion
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information
- H. List of Proposed Subcontractors and portion of work provided (Include: Contact Info, Scope of proposed work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: Contact Info, List of proposed supplies, Value of supplies, % of total)
- J. List of Project References (Include: Project Cost, Description, Owner Contact information, etc.)

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any remaining terms not identified will have the have the meanings stated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*.

#### ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

##### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

##### A Partnership

Partnership Name: A+R Lee Services LLC (SEAL)

By: Rodney B. Lee  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): Rodney B. Lee

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 3535 Henry Lee RdPerry Fl 32348

Phone No. (812) 843-1645 Fax No. \_\_\_\_\_

SUBMITTED on 7/13 /, 20 22.

State Contractor License No. \_\_\_\_\_ (If applicable)

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, A+R. Lee Services LLC (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

***Taylor County Closed Landfill Mowing and Fertilizing  
Taylor County, Florida***

***Taylor County Closed Landfill Mowing and Fertilizing Contract:*** The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

The term Contractor is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term Owner is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this 13<sup>th</sup> day of July, 2022

WITNESS:

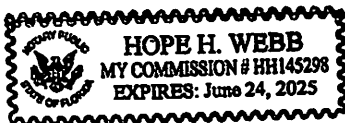
[Signature]  
Harold Ashurb

STATE OF Florida  
COUNTY OF Taylor

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Rodney Lee, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 13<sup>th</sup> day of July, 2022

[Signature]  
NOTARY PUBLIC



My Commission Expires: June 24, 2025

Accepted by Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract No Closed Landfill mowing  
for \_\_\_\_\_

2. This sworn statement is submitted by A+R Lee Services LLC  
(Name of entity submitting sworn statement)

Whose business address is 3535 Henry Lee Rd  
Perry FL 32348 and

(if applicable) its Federal Employer Identification Number (FEIN) is 88-1028217  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is Rodney B. Lee and my relationship to the entity  
name above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Rodney Lee  
(Signature)

7/13/22  
(Date)

STATE OF Florida

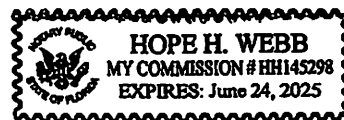
COUNTY OF Taylor

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Rodney Lee,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 13th day  
of July, 2022.

Hope H. Webb  
NOTARY PUBLIC

My commission expires: June 24, 2022





**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

Rodney B. Lee being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Owner  
(Owner, Partner, Officer, Representative or Agent)  
of ATR Lee Services LLC the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness  
Maura Hawthorn  
Witness

By: [Signature]  
Signature  
Rodney B. Lee  
Print Name and Title

STATE OF Florida, COUNTY OF Taylor

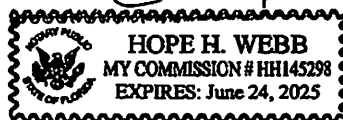
On this the 13th day of July, 20 22, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Rodney Lee and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

[Signature]  
Notary Public

NOTARY PUBLIC:

SEAL OF OFFICE:

Hope Webb

(Name of Notary Public: Print, Stamp or type as commissioned)

☒ Personally known to me, or☐ Did take an oath, or☐ Personal identification:☐ Did Not take an oath.

Type of Identification Produced

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
(STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners

(Owner) and ATR Lee Services LLC

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced separately as specified on the Bid Proposal.*

**ARTICLE 3 - ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been designed by:

Taylor County Engineering  
201 East Green St.  
Perry, FL 32347  
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

Taylor County Engineering  
201 East Green Street  
Perry, FL 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 - CONTRACT TIMES

##### 4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be ready for final payment within 10 days of the day(s) specified within the contract documents.

##### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time(s) specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 The Term of this project will be from July 19, 2022, through September 30, 2023. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

#### ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum (excluding extra mowing cycles) of:

Seventeen thousand one hundred ninety three and fifty (words) (\$17,193.50) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

#### ARTICLE 6 - PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and

6.02.A.2 below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) per annum.

### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

### ARTICLE 9 - CONTRACT DOCUMENTS

#### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 5, inclusive).
3. General Conditions.
4. Scope of Work.
6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: Taylor County Closed Landfill Mowing And Fertilizing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
8. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).

c.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Termination**

A. Either party, upon thirty (30) days written notice hereunder, may terminate services under this Contract in the event of substantial failure by the other party. In the event of any termination, the Contractor shall be paid for services performed prior to such date of the notice of termination. Notwithstanding anything herein to the Contract, either party shall have the right and without cause to terminate this Contract by giving the other party sixty (60) days notice of such termination. Upon such termination, the Contractor shall be paid for all services performed prior to the date of such termination.

**10.06 Other Provisions**

A. Venue for all disputes arising from this contract shall be Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on July 19, 2022 (which is the Effective Date of the Agreement).

**OWNER:**

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

[COUNTY SEAL]

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

**CONTRACTOR:**

AJR Lee Services LLC

By: Rodney B. Lee

Title: Owner

[CORPORATE SEAL]

Attest: Rodney B. Lee

Title: Owner

Address for giving notices:

3535 Henry Lee Rd  
Perry FL 32348

License No.: \_\_\_\_\_ (Where applicable)

Agent for service or process: [Signature]

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



DIVISION of  
**CORPORATIONS**  
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
A & R LEE SERVICES, LLC

### Filing Information

Document Number	L22000079570
FEI/EIN Number	NONE
Date Filed	02/17/2022
Effective Date	02/12/2022
State	FL
Status	ACTIVE

### Principal Address

3535 HENRY LEE RD.  
PERRY, FL 32348

### Mailing Address

3535 HENRY LEE RD.  
PERRY, FL 32348

### Registered Agent Name & Address

LEE, APRIL  
3535 HENRY LEE RD.  
PERRY, FL 32348

### Authorized Person(s) Detail

#### **Name & Address**

#### **Title MGRM**

LEE, APRIL  
3535 HENRY LEE RD.  
PERRY, FL 32348

#### **Title MGRM**

LEE, RODNEY B  
3535 HENRY LEE RD.  
PERRY, FL 32348

### Annual Reports

# You're authorized to work!

Case Number 2022125214517BG

## Congratulations!

Self Check confirmed that you are eligible to work in the United States. For more information on how we were able to confirm your work eligibility, read below.

## Work Authorization Details

Self Check compared the information you provided to U.S. government records and can confirm that, based on the information you provided, you are eligible to work in the United States.

If you are hired today by an E-Verify participating employer and you use the same documents and information provided, you will likely be instantly work authorized when your employer checks your information using E-Verify.

In the event that you are not instantly work authorized, please work with your employer to ensure that your information was entered correctly and, if necessary, follow the step outlined by E-Verify to resolve any issues.

This doesn't mean that you are guaranteed to pass through E-Verify without issue. A number of things can happen between now and when a future employer checks your information using E-Verify that may cause you to get a mismatch. Those things include name changes, citizenship status changes, expiration of work authorization, or simple data entry error when your employer is entering your information into E-Verify. It is important that you keep your records up to date with the government to ensure an accurate employment verification process.



# Welcome to myE-Verify, Rodney!

Track Case Number

## Open Cases

There are no open cases that require your attention at this time

## Case History

Date	↓	Case Number	Company Name	State	Case Result
May 5, 2022		<a href="#">2022125214517BG</a>	-	-	Employment Authc



## Self Lock

Lock my Social Security number.

Date of this notice: 03-04-2022

Employer Identification Number:  
88-1028217

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-800-829-4933

A & R LEE SERVICES LLC  
APRIL LEE MBR  
3535 HENRY LEE RD  
PERRY, FL 32348

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1028217. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

# TAYLOR COUNTY BUSINESS TAX RECEIPT RENEWAL

If you have a Business that requires you to have a State Permit or License, or permit with our local County Office, we will need a copy before we can renew your Business License.  
Also if your Business is closed, please call 850-838-3580

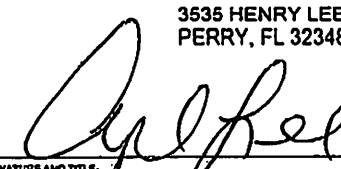
## INSTRUCTIONS

1. PLEASE sign and return the bottom portion of this form with your payment in the enclosed envelope. Your validated receipt will be returned to you.
2. Receipts expire midnight, September 30th. Failure to display a valid Business Tax Receipt after September 30th is a violation of TAYLOR County Ordinance 98-8.

A & R LEE SERVICES LLC  
3535 HENRY LEE RD  
PERRY, FL 32348

MAKE CHECK PAYABLE TO: Mark Wiggins, TAX COLLECTOR PO BOX 30 PERRY, FL 32348 850-838-3580

2022		TAYLOR COUNTY BUSINESS TAX RECEIPT NOTICE		2023											
ACCOUNT NUMBER	STATE RECEIPT NUMBER	NOTICE DATE *	EXEMPTION TYPE												
3175	8903417	06/29/2022													
* Due by Sept 30th															
BUSINESS CODE		BUSINESS TYPE													
008800		YARD WORK													
<table border="1"><tr><td>TAX AMOUNT DUE</td><td>20.00</td></tr><tr><td>BACK TAX DUE</td><td>0.00</td></tr><tr><td>DELINQUENCY PENALTY</td><td>0.00</td></tr><tr><td>NON-COMPLIANCE PENALTY</td><td>0.00</td></tr><tr><td>TOTAL DUE</td><td>20.00</td></tr></table>						TAX AMOUNT DUE	20.00	BACK TAX DUE	0.00	DELINQUENCY PENALTY	0.00	NON-COMPLIANCE PENALTY	0.00	TOTAL DUE	20.00
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DELINQUENCY PENALTY	0.00														
NON-COMPLIANCE PENALTY	0.00														
TOTAL DUE	20.00														
BUSINESS LOCATION		3535 HENRY LEE RD PERRY, FL 32348													
NAME MAILING ADDRESS		A & R LEE SERVICES LLC 3535 HENRY LEE RD PERRY, FL 32348													
RETAIN THIS STUB FOR YOUR RECORDS															

2022		TAYLOR COUNTY BUSINESS TAX RECEIPT TAX NOTICE		2023											
ACCOUNT NUMBER	STATE RECEIPT NUMBER	NOTICE DATE *	EXEMPTION TYPE												
3175	8903417	06/29/2022													
* Due by Sept 30th															
BUSINESS CODE		BUSINESS TYPE													
008800		YARD WORK													
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TOTAL DUE	20.00														
BUSINESS LOCATION		3535 HENRY LEE RD PERRY, FL 32348													
NAME MAILING ADDRESS		A & R LEE SERVICES LLC 3535 HENRY LEE RD PERRY, FL 32348													
SIGNATURE															
I SWEAR OR AFFIRM THIS APPLICATION FOR RECEIPT IS FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT.															

pd  
OK  
1005

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

NON-CONSTRUCTION INDUSTRY EXEMPTION

CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA  
WORKERS' COMPENSATION LAW



EFFECTIVE DATE: 5/3/2022

EXPIRATION DATE: 5/2/2024

PERSON: RODNEY B LEE

EMAIL: FIRERSLEE@YAHOO.COM

FEBN: 881026217

BUSINESS NAME AND ADDRESS:

A & R LEE SERVICES, LLC

3535 HENRY LEE ROAD

PERRY, FL 32348

SCOPE OF BUSINESS OR TRADE:

Park NOC-All Employees &  
Drivers

### IMPORTANT

Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt.

Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

E01529158

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A&amp;RLEES-01

SEMSKHODGES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2022

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

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

PRODUCER License # L077730  
Stoutamire-Pavlik & Associates  
P.O. Box 569  
Monticello, FL 32345

CONTACT NAME: Kristyn Hodges

PHONE (A/C, No, Ext): (850) 997-2533 23

FAX (A/C, No): (850) 997-8660

E-MAIL ADDRESS: khodges@spamonticello.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Southern-Owners Insurance Company

10190

INSURED

A&R Lee Services, LLC  
3535 Henry Lee Rd  
Perry, FL 32348

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below  A Equipment Floater			78910501	6/15/2022	6/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000  COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$  PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Equipment Floater			78910501	6/15/2022	6/15/2023	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTIFICATE HOLDER IS LISTED AS LOSS PAYEE WITH RESPECT TO THE FOLLOWING:

Item #5, Kioti RX7320P Tractor, 2001 Kioti, Serial #RX7320P  
Value -\$42,000  
Deductible-\$1,000  
Item #8, John Deere Tractor, 2000 John Deere, Serial #L046405M234209  
value -\$15,000  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

Capital City Bank  
115 W Green St  
Perry, FL 32347

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: A&amp;RLEES-01

SEMSKHODGES

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY  
Stoutamire-Pavlik & Associates

License # L077730

NAMED INSURED  
A&R Lee Services, LLC  
3535 Henry Lee Rd  
Perry, FL 32348

POLICY NUMBER

SEE PAGE 1

CARRIER

SEE PAGE 1

NAIC CODE

SEE P 1

EFFECTIVE DATE: SEE PAGE 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Deductible \$1,000

Item #7, Rhino FM15 Batwing, 2000 Rhino, Serial #14273

Value - \$5,000

Deductible \$1,000

Item #8, Honda TRZ420 ATV, 2016 Honda, Serial #1HFTE4009G4205787

value- \$4,750

Deductible \$500

Item #9, Polaris 1000 SXS, 2016 Polaris, Serial #TBD

Value - \$15,000

Deductible \$500

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

COMMISSIONERS TO CONSIDER APPROVAL OF A LOCAL AGENCY PROGRAM AGREEMENT TO CONSTRUCT A SIDEWALK ALONG 1ST AVENUE IN STEINHATCHEE AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.

**MEETING DATE REQUESTED:**

September 6, 2022

**Statement of Issue:**

Board to consider approval of a Local Agency Program Agreement with the Florida Department of Transportation (FDOT) to oversee and manage design of a sidewalk along 1<sup>st</sup> Avenue in Steinhatchee.

**Recommended Action:** Approve the Local Agency Program Agreement with FDOT to oversee and manage design of a sidewalk along 1<sup>st</sup> Avenue and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

**Fiscal Impact:**

FISCAL YR 2022/24 - \$2,459.00 (FDOT Reimbursement Funds)

**Budgeted Expense:**

N/A

**Submitted By:**

ENGINEERING DIVISION

**Contact:**

COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

The Board of County Commissioners submitted a request through the Florida Department of Transportation's Transportation Alternatives Program to construct a sidewalk from the west end of Steinhatchee near the Sunset Place Condos eastward to the intersection of 1<sup>st</sup> Avenue and Riverside Drive where it will interconnect with the to be extended sidewalk included as part of the 1<sup>st</sup> Avenue Widening and resurfacing project. On August 22, 2022, Staff received indication from FDOT of the project's approval along with a proposed Local Agency Program (LAP) agreement to manage design of the sidewalk project. This agreement obligates Taylor County to oversee and manage a FDOT selected design consultant.

Staff recommends that the Board accept the Local Agency Program Agreement with FDOT to oversee design of the 1<sup>st</sup> Avenue sidewalk. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

**Options:**

- 1) Accept and approve the Local Agency Program Agreement and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

**Attachments:**

Local Agency Program Agreement  
Authorizing Signature Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PROGRAM MANAGEMENT  
 OGC/OOC-03/22  
 Page 1 of 15

FPN: <u>435683-3-38-02</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D222 035 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: <u>55023010248</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088849</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>38</u>	Contract No: _____	
Recipient Vendor No: <u>f596000879041</u>	Recipient Unique Entity ID SAM No: <u>REHMLLBHALS6</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency  
 (This date to be entered by DOT only)  
 of the State of Florida ("Department"), and Taylor County ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in project management and oversight of Design of sidewalk for 1st Avenue South & CR361, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 08/30/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 2,459.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,459.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 03/22  
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "H", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 03/22  
Page 3 of 15

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

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

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "I", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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~~claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.~~

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:**

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
- Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "G", FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively-managed; monitored; and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts



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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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~~b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.~~

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

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

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

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

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "D". This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit "O", Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

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

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

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

\* Additional Exhibit(s):

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

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

RECIPIENT TAYLOR COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Thomas Demps  
Title: Chairman

By: \_\_\_\_\_  
Name: Greg Evans  
Title: District Secretary

Legal Review:  
\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 435683-3-38-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Taylor County (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.  
☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.411 miles / 0.000 to 0.071 & 0.000 to 0.340

**PROJECT DESCRIPTION:** Project management and oversight of Design of sidewalk for 1<sup>st</sup> Avenue South & CR361

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

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

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

- a) Study to be completed by - N/A .
- b) Design to be completed by - 05/30/2024
- c) Right-of-Way requirements identified and provided to the Department by - 11/30/2023.
- d) Right-of-Way to be certified by - 05/30/2024.
- e) Construction contract to be let by - N/A.
- f) Construction to be completed by - N/A.

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Taylor County will manage a design contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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Page 1 of 1EXHIBIT B  
SCHEDULE OF FINANCIAL ASSISTANCE

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Taylor County 201 East Green Street Perry, Florida 32347	<b>FINANCIAL PROJECT NUMBER:</b> 435683-3-38-02
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: 2023 (TALD)	\$ 2,459.00	\$ _____	\$ _____	\$ 2,459.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Design Cost</b>	\$ 2,459.00	\$ 0.00	\$ 0.00	\$ 2,459.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Construction Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total CEI Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 2,459.00	\$ 0.00	\$ 0.00	\$ 2,459.00

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

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

Cassandra Lamey  
District Grant Manager Name

DocuSigned by:

Cassandra Lamey

8/16/2022 | 2:54 PM EDT

Signature ID: EE44484...

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT E**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
Site: [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
Award Amount: \$2,459.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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

***1<sup>st</sup> Avenue Sidewalk - Signature Authorization***

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Local Agency Program Agreement to oversee and manage a FDOT Consultant's design of a sidewalk along 1<sup>st</sup> Avenue from The Sunset Place Condos to Riverside Drive in Taylor County, and

**WHEREAS,** the Local Agency Program Agreement will have no financial obligations on Taylor County, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute the Local Agency Program Agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the 1<sup>st</sup> Avenue Sidewalk Local Agency Program Agreement.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
THOMAS DEMPS, Chairperson

ATTEST:

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



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

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

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

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1968-2013  
(850) 584-6113  
FAX (850) 584-2433

August 30, 2022

VIA E-MAIL

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

Re: Property Issue

Dear LaWanda:

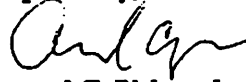
Enclosed is a copy of a letter and attachments I received from attorney Angela Ball.

This needs to be put on the agenda to request to execute the Deed if the Board agrees.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Ms. Angela Ball (via e-mail)  
Hon. Gary Knowles (via e-mail)

**ANGELA M. BALL, P.A.**

Attorney at Law  
615 N. Jefferson Street  
Perry, Florida 32347  
850-584-8960  
Fax 888-471-4123 (toll free)  
angela@angelaballpa.com

Post Office Box 734  
Perry, Florida 32347  
850-584-8960

2625 Mahan Drive  
Tallahassee, Florida 32308  
Fax 888-471-4123 (toll free)

**Please Reply to Perry**

Thursday, August 25, 2022

Conrad Bishop  
Attorney for Taylor County Board of County Commissioner  
411 N Washington St.  
Perry, FL 32347

RE: Property Issue

Dear Conrad:

Thank you for speaking with me on August 18 regarding the above matter. As I showed you on the map and the documents in the property appraiser's office, there is apparently an error in the description which occurred when the property was developed.

As explained, it is my understanding that in order to get the approval for the development, the developers, agreed to grant the county a triangular portion of the property for a helipad (parcel 6343-598-6350.) In creating that conveyance, the 25-foot roadway was inadvertently included in the description to the county however that property was owned by my clients Dennis and Barbara McLean.

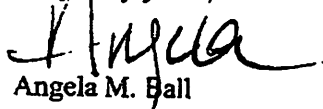
In order to resolve this based upon our discussions, I have prepared the attached deed for the approximately 25' x 660' strip that was conveyed in error. I have also attached the diagram that we reviewed. The highlighted portion shows the roadway.

Could you please present this to your board and if amenable provide me a fully executed deed in order that I may finalize the quiet title action that I have been retained to handle for Dennis and Barbara McLean.

I appreciate the cooperation of Ms. Pemberton in agreeing to add this to the agenda based upon your call to her while we were in conference.

Please let me know should you need anything further to present to your board.

Very truly yours,

  
Angela M. Ball

AMB/sg  
Enclosure: Deed/Diagram

## **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_ 2022, by Taylor County Board of County Commissioners; whose address is 201 East Green Street, Perry, Taylor County, Florida; party of the first part, Dennis W. McLean and Barbara B. McLean, husband, and wife, whose address is 12382 Spring Warrior Road, Perry, Florida, 32348; party of the second part.

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of \$10.00, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Taylor County, Florida:

*The conveying of the property described below is for the purpose of releasing any interest the Grantor(s) may have by virtue of the Quit-Claim Deed recorded in Book 370, Page 829*

A 25 FOOT STRIP OF LAND LOCATED IN SECTION 21, TOWNSHIP 6 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST BOUNDARY LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (W 1/2 OF SW 1/4 OF NW 1/4) OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 7 EAST AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD #361 FOR A POINT OF BEGINNING, SAID LAND BEING 25 FEET WEST AND SOUTH AND PERPENDICULAR TO THE FOLLOWING DESCRIBED LINE; THENCE FROM SAID P.O.B. RUN SOUTH ALONG THE EAST BOUNDARY LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE RUN EAST ALONG THE NORTH BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 660 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID FORTY-ACRE TRACT AND THE END OF SAID STRIP OF LAND.

TOGETHER WITH THE FOLLOWING EASEMENT:  
THE WEST THIRTY (30) FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N1/2 OF NE 1/4 OF SW 1/4) OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA.

*The description of this instrument was furnished by the Grantee(s). The preparer of this instrument has not examined the title, has not rendered an opinion as to said title, and gives no opinion as to the title, any survey, or the description.*

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, this day and year aforesaid.

*(OFFICIAL SEAL)*

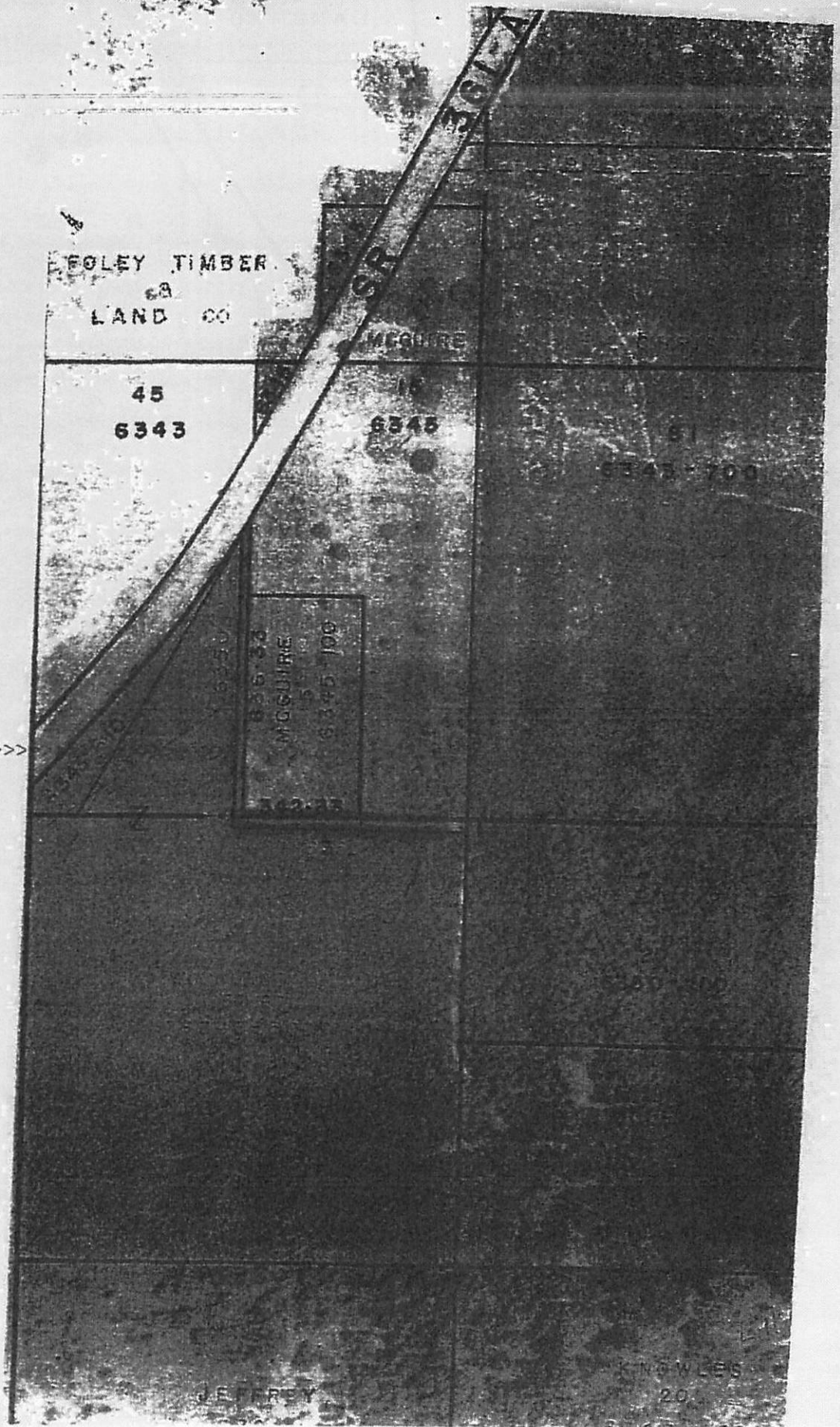
**ATTEST:** \_\_\_\_\_  
Clerk or Deputy Clerk of Circuit Court

Taylor County, Florida

By its Board of County Commissioners

By \_\_\_\_\_  
Thomas Demps - Chairman

25 foot strip  
prior to  
development of  
property to the  
South >>>>>>>>>



LAND CO

५०  
५३५५

SECRET

ॐ नमः शिवाय

County Parcel &gt;&gt;&gt;&gt; &gt;&gt;&gt;&gt; &gt;&gt;&gt;&gt;

342-5  
936-33  
T.M. COLLIER  
6345-100

STRICKLAND ISLANDING



1. Quit-Claim Deed conveying the land from **Taylor County Board of County Commissioners**, signed in the name of the chairman of the county commissioners, in the presence of two subscribing witnesses, duly attested by the county clerk and sealed with the county seal, to Dennis W. McLean and Barbara B. McLean, husband and wife conveying Parcel 2 on Schedule A for the purpose of releasing any interest they may have by virtue of the Quit-Claim Deed recorded in Book 370, Page 829. In connection with said deed, we will further require: Proof that said Deed is in compliance with a Resolution to execute the Quit-Claim Deed in order to clear title. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

2. Quit-Claim Deed conveying the land described as Parcel 2 on Schedule A from **Leroy Anglin and Tina Brown**, as a single person or joined by spouse, if married, to Dennis W. McLean and Barbara B. McLean, husband and wife for the purpose of releasing any interest they may have by virtue of the Warranty Deed recorded in Book 726, Page 145.

3. Quit-Claim Deed from **Randall Hilton Pittman and Rachel D. Pittman**, as a single person or persons, and joined by spouse (or their respective spouses), if married, to Dennis W. McLean and Barbara B. McLean, conveying the property described as Parcel 2 in Schedule "A" for the purpose of releasing any interest they may have by virtue of the Warranty Deed recorded in Book 533, Page 873. In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

4. Quit-Claim Deed from **Phyllis V. Cote**, as a single person or persons, and joined by spouse (or their respective spouses), if married, to Dennis W. McLean and Barbara B. McLean, conveying the property described as Parcel 2 in Schedule "A", for the purpose of releasing any interest she has by virtue of the Quit-Claim Deed recorded in Book 560, Page 153. In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

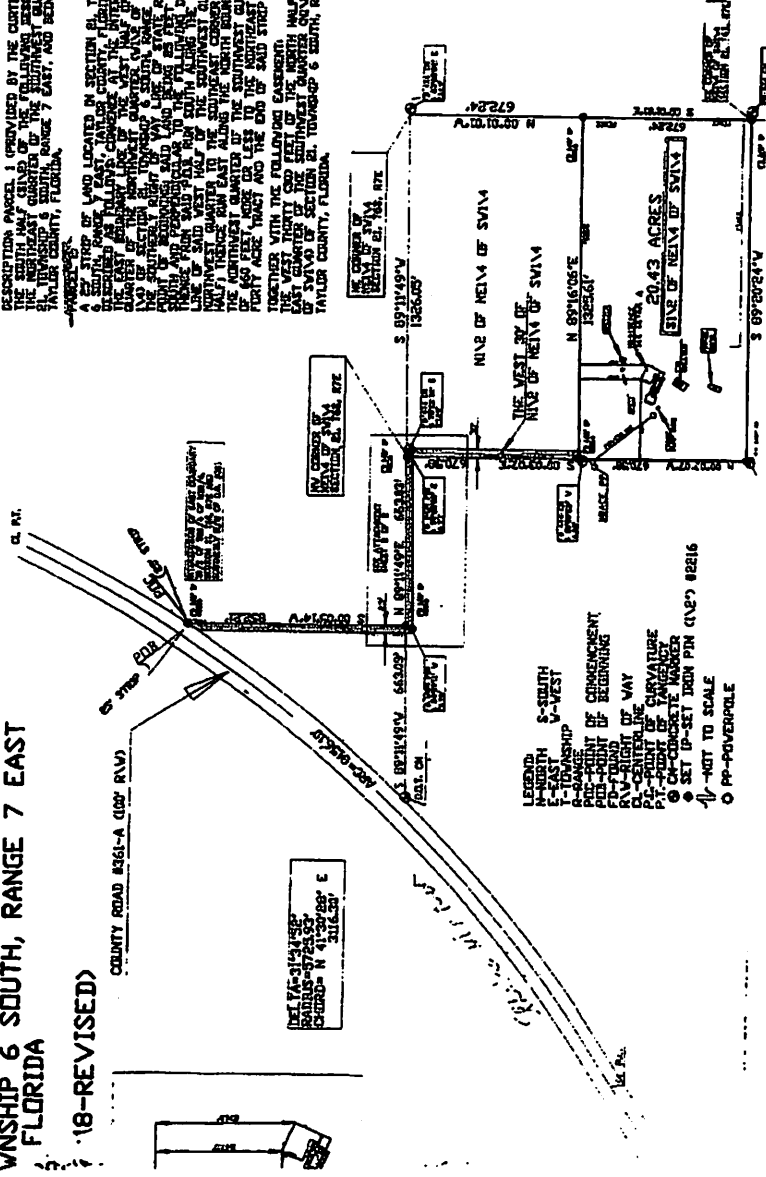
Easement granted to Gulf Telephone Company by instrument recorded in Book 207, Page 79.

Easement granted to J. Walter McGuire and C. Denise McGuire by instrument recorded in Book 366, Page 631.

Easement granted to J. Walter McGuire and C. Denise McGuire, his wife by instrument recorded in Book 462, Page 465.

**18-REVISED**

DESCRIPTION PARCEL 1 (PROVIDED BY THE CURTIS LAW FIRM THE SOUTH HALF (S/2) OF THE FOLLOWING DESCRIBED LAND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, AND BEING LOCATED IN TAYLOR COUNTY, FLORIDA.





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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM.



MEETING DATE REQUESTED:

SEPTEMBER 6, 2022

**Statement of Issue:** TO ENTER INTO LEASE AGREEMENT FOR OFFICE SPACE FOR GUARDIAN AD LITEM PROGRAM.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$1,000 PER MONTH

**Budgeted Expense:** YES

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

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE GUARDIAN AD LITEM PROGRAM IS REQUESTING THE APPROVAL OF A LEASE AGREEMENT FOR OFFICE SPACE AT 117 W. MAIN STREET. THIS LEASE AGREEMENT DOES INCREASE THE MONTHLY RENT AMOUNT FROM \$350 PER MONTH TO \$1,000 BUT IS INCLUDED IN THE 2022-2023 FISCAL YEAR BUDGET FOR THE GUARDIAN AD LITEM PROGRAM.

THE GUARDIAN AD LITEM PROGRAM WILL BE RELOCATING FROM THE CURRENT LOCATION TO 117 W. MAIN STREET AS MORE OFFICE AND STORAGE SPACE IS BEING REQUESTED.

THE COUNTY ATTORNEY HAS REVIEWED THE AGREEMENT AND REQUESTED CHANGES HAVE BEEN MADE.

**Options:** APPROVE/NOT APPROVE

**Attachments:** AGREEMENT

## COMMERCIAL LEASE

This COMMERCIAL LEASE, is executed the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between ANN C. HODGES ("Landlord" or "Lessor"), whose address is 3205 Boyd Road, Perry, FL 32347, and "TAYLOR COUNTY, FLORIDA" ("Tenant" or "Lessee"), whose address is \_\_\_\_\_.

**WHEREAS**, Tenant wishes to lease from Landlord the "Leased Premises" pursuant to the terms and conditions set forth in this Lease and as defined or otherwise set forth in this Lease.

**NOW THEREFORE**, in consideration of these premises and the mutually beneficial provisions set forth below, the Landlord and Tenant agree as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord, subject to the terms, covenants and conditions of this Lease, the "Leased Premises" described as follows: 117 W. Main Street, Perry, Florida 32347.
2. **Term and Commencement.** The term of this Lease begins on \_\_\_\_\_ and ends on \_\_\_\_\_. This Lease may be extended by mutual agreement in writing signed by both Landlord and Tenant.
3. **Rent.** As rent ("Rent"), Tenant shall pay at Landlord's address stated above, monthly rent in the amount of \$1,000.00. Payments shall be made in full, payable on the first (1st) day of each month of the Lease. If Rent is not paid in full by the tenth (10th) day of the month, a \$100.00 late fee will be due; provided, however, that this ten (10) day grace period does not prevent Landlord from commencing eviction proceedings.

**LANDLORD'S ACCEPTANCE OF ANY PARTIAL RENT PAYMENT BY TENANT DOES NOT WAIVE LANDLORD'S RIGHT TO THE FULL RENT DUE HEREUNDER OR IMPAIR LANDLORD'S EVICTION RIGHTS AND REMEDIES. LANDLORD MAY SEEK COLLECTION OF ALL RENTS DUE HEREUNDER OR COMMENCE EVICTION ACTIONS AT ANY TIME AFTER ACCEPTANCE OF A PARTIAL PAYMENT.**

4. **Rental Adjustment.** Rent shall not be adjusted during the term of this Lease. Rental adjustments due to increases in property taxes or insurance or for any other reason may only be made upon renewal of the Lease.
5. **Condition and Maintenance of the Premises.** Tenant has examined the Premises, is familiar with the condition of the Premises, and accepts them "as is" with all faults in their present condition. Landlord will be responsible for making repairs to

the roof, heating/air conditioning units and water heater as necessary. Tenant shall be responsible for providing and replacing the air conditioner filters monthly, and shall be responsible for any and all other maintenance and upkeep of the Premises, including but not limited to plumbing and electrical systems, appliances, lighting, smoke alarms and lawn.

6. **Use of Premises.** Tenant may use the Premises only as follows: State of Florida Guardian ad Litem Office, or uses reasonably incidental and related thereto for which the current condition of the Premises is suitable. Tenant shall comply with the provisions of the Lease and with all laws, rules, regulations and ordinances applicable to the permitted use of the Premises. Tenant shall not use or permit the Premises to be used for any unlawful purpose, for any purpose that will affect Landlord's ability to obtain fire or other insurance or cause an increase in the premiums for such insurance, for any purpose that is prohibited in the Lease or that may otherwise interfere with the operation of the Building as a first class office building.

7. **Alterations and Improvements.** Tenant may not make any changes, alterations or improvements, or install any equipment or fixtures in or to the Premises during the term of this Lease without Landlord's written approval. Landlord shall make diligent efforts to respond to Tenant within five (5) business days of receipt of written request.

8. **Insurance.** Taylor County has insurance and does not waive sovereign immunity, pursuant to Chapter 768.28, Florida Statutes.

9. **Liability and Indemnity.** Landlord is not liable or responsible to Tenant or any other person on or about the Premises with Tenant's knowledge or consent, for damage or loss to person or property arising from or in any way related to Tenant's use of the Premises.

Tenant's property is on or about the Premises at Tenant's sole risk. Tenant releases Landlord from all claims of any kind Tenant may have for damages to or loss of Tenant's Property located in or about the Premises.

Tenant occupies the Premises at its own risk. Tenant releases Landlord from all claims of any kind Tenant may have arising from personal injury or loss of life in or about the Premises, unless the personal injury or loss of life is proximately caused by Landlord's willful and intentional misconduct.

Tenant shall indemnify, defend, and hold Landlord harmless of and from all claims, suits, liabilities, damages, fines, penalties, charges, losses, costs and expenses, related to Tenant's use or occupancy of the Premises, or arising from or in any way related to the acts or omissions of Tenant, its employees, agents and invitees, including, but not limited to, the release, storage or disposal or presence of hazardous waste on the Premises.

Tenant shall promptly notify Landlord of any damage to the Premises, any accident in or about the Premises, or any defect in the Premises or in any of Tenant's alterations, improvements, equipment and fixtures installed in or about the Premises.

10. **Destruction.** If the Premises are damaged or destroyed by any casualty to such an extent that the Premises are untenantable (and the damage or destruction is not proximately related to the negligence or willful misconduct of Tenant, its employees, agents, or invitees), the Rent shall be abated for the period and in an amount corresponding to the extent to which the Premises are untenantable. Under no circumstances will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use the Premises during the period of untenantability or from the failure to make the Premises tenantable again.

11. **Condemnation.** If all or such a substantial portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under the threat of condemnation) that the Premises are no longer suitable for Tenant's authorized use, this Lease shall terminate on the date title to the Premises is vested in the condemning authority, and the Rent shall be equitably adjusted. Under no circumstances will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use the Premises because of condemnation.

If a portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under the threat of condemnation) and the Premises are still suitable for Tenant's authorized use, the Lease shall, at Landlord's option, continue in full force and effect, but the Rent shall be equitably adjusted to reflect the impairment, if any, of Tenant's use of the Premises.

Tenant waives all claims it may have to any condemnation award, whether for diminution in value of the leasehold or the fee, provided, however, that Tenant may claim such compensation from the condemning authority as may be due Tenant for damage to Tenant's business and property, if such claim may be made separate from any claim by Landlord, and without prejudice to or reduction of Landlord's award.

12. **Inspection by Landlord.** Landlord or its agents may enter the Premises during reasonable hours and with reasonable prior written or verbal notice to Tenant for the following purposes: (1) to inspect the Premises; (2) to maintain or repair the Premises (if such maintenance or repair is considered necessary by Landlord in its sole discretion); and (3) to exhibit the Premises to prospective purchasers, mortgagees and tenants. Inspection is to be made with representative of Tenant.

13. **Surrender.** At the expiration of the term of this Lease (whether through the passage of time or otherwise), Tenant shall surrender the Premises to Landlord in as good condition as existed when Tenant took possession, normal wear and tear, and damage by unavoidable casualty excepted. All alterations, additions and improvements on or about the Premises shall remain and become part of the Premises, and shall be surrendered in good and working order.

14. **Assignment and Subletting.** Tenant shall only be allowed to assign its interest in the Lease with Landlord's prior written consent; provided, however, in the event of an assignment, that Tenant's liability for all Rent due shall not be abated, and Tenant shall personally guarantee the payment of all Rent from any sub-tenant, and Tenant shall remain personally liable for the remaining Rent to be paid under this Lease. Tenant shall also be jointly and severally liable for ALL DAMAGES caused or incurred by a sub-tenant.

15. **Prohibition against Liens.** Tenant shall not cause or permit and shall promptly remove any mechanic's or materialmen's liens imposed against the Premises for goods or services furnished to Tenant.

16. **Subordination and Attornment.** Tenant acknowledges and agrees that this Lease is, at Landlord's option, subject to and subordinated to any mortgage now or hereinafter placed on the Premises or on the Lease. This provision is self-executing in that it constitutes Tenant's subordination agreement, but Tenant agrees to execute any and all additional instruments reasonably requested by Landlord evidencing Tenant's subordination.

Tenant's failure to execute any instrument of subordination or attornment as provided in this Paragraph constitutes a default by Tenant as provided in Paragraph 17.

17. **Default.** Tenant's failure to perform or comply with any provisions of the Lease constitutes a default by Tenant, entitling Landlord to exercise the remedies set forth in Paragraph 18.

18. **Landlord's Remedies.** Upon Tenant's default, in addition to any other remedy available at law or in equity, Landlord shall have all the rights and remedies of Landlord under the Lease. Tenant agrees to pay Landlord all costs and expenses including reasonable attorneys' fees incurred by Landlord in:

(a) Enforcing the terms of this Lease; or

(b) Obtaining the remedies provided in the Lease or otherwise available at law or in equity.

19. **No Waiver by Landlord.** Landlord's waiver of a breach of any term of this Lease is not a waiver of any subsequent breach of the same term or a waiver of any other term of the Lease.

20. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the term (if the initial term is not renewed), or at the expiration of the renewal term, with Landlord's consent but without executing a new lease, Tenant will occupy the Premises as a tenant from month-to-month at a rental

rate equal to 150% of the monthly rental installment paid during the last month of the term of this Lease, and subject to all the other terms and conditions of this Lease to the extent that those terms and conditions are applicable to a month-to-month tenancy.

21. **Benefits and Burdens.** The provisions of this Lease bind and are for the benefit of Landlord and Tenant, their respective heirs, successors and assigns.

22. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

23. **Payment of Utilities and Expenses.** Tenant shall pay for all electrical, gas, water and sewage utilities, all janitorial costs and all building signage. Landlord shall pay all real estate taxes.

24. **Animals/Pets.** Tenant shall not have any animals on the premises except as provided for service animal compliance with the Americans With Disabilities Act.

25. **Functioning Systems.** Tenant is accepting property in its as is condition and shall be responsible for notifying the Landlord of necessary repairs for which Landlord agrees to maintain per Paragraph 5 of this Lease, and shall be solely responsible for any and all other maintenance and upkeep of the premises.

26. **Choice of Law.** This Lease shall be governed by the laws of the State of Florida. Venue of any litigation shall be exclusively in the state court of Taylor County, Florida.

27. **Mediation/Trial by Jury.** Landlord and Tenant may agree to mediate disputes without waiving their right to trial by jury in any action or proceeding brought by Landlord or Tenant pertaining to or in any way connected with this Lease or Tenant's occupancy of the Premises.

28. **Recording.** It is understood that this Lease will become part of the public records of Taylor County, Florida.

29. **Time is of the Essence.** Tenant agrees that time is of the essence in the performance of all covenants and obligations required of Tenant for this Lease.

30. **Attorney Fees and Costs.** In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

**31. Modification.** This Lease may be modified only by a written agreement signed by all parties.

**32. Notices.** All notices or other communications required or permitted between the parties to this Lease (unless otherwise specifically provided) must be in writing and delivered by hand delivery or by U.S. certified mail, return receipt requested, postage prepaid, to the addresses set forth on Page 1 of this Lease, or to such other address designated by the parties in writing. Notices are properly delivered when received, if delivered by hand, or when mailed, if delivered by mail, except notice of address changes which are properly delivered only when received.

**IN WITNESS WHEREOF,** the parties have executed this Lease the date first stated above.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Landlord's Signature

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

\_\_\_\_\_  
Landlord's Printed Name

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Ann C. Hodges, LANDLORD, who hath personally appeared before me at the time of notarization and is personally known to me or has produced \_\_\_\_\_ as identification and (did/did not) take an oath.



\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tenant's Signature

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

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, TENANT, who hath personally appeared before me at the time of notarization and is personally known to me or has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



The Board to consider approval of request from Big Bend Technical College to utilize non running ambulances for the Diesel Mechanic program.

**MEETING DATE REQUESTED:**

9/6/2022

**Statement of Issue:** Big Bend Technical College has requested the use of 4 non running ambulances for the Diesel Mechanic program.

**Recommended Action:** Consider loan of vehicles to BBTC.

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Doctors Memorial Hospital transferred 7 ambulances to Taylor County at the end of the Emergency Medical Services contract. Staff have evaluated all ambulances and have placed 3 vehicles (without the boxes) in service. 4 ambulances are considered unusable due to high mileage or current mechanical state and have been slated to go to auction.

Jodi Tillman, Director of Big Bend Technical College has requested the temporary use of the 4 remaining ambulances for their Diesel Mechanic Program for training purposes. Big Bend Technical Program will evaluate the mechanical issues and provide an estimate to return the vehicles to operational status.

**Options:**

**Attachments:** Letter from Jodi Tillman  
Email from Dan Cassel, Fire Chief



# BIG BEND TECHNICAL

Jodi Tillman, Director

3233 S. Byron Butler Parkway · Perry, FL 32348

August 29, 2022

Taylor County Commissioners  
201 E Green St  
Perry, FL 32347

Dear County Commissioners:

As you are aware, Big Bend Technical College (BBTC) has two Diesel CTE Programs. We are always looking for machinery to work on to allow the students real world, hands-on experiences.

It has come to our attention there are 4 ambulances that appear to be out of service located at the Perry-Foley airport. There is one that has it's hood up, which may indicate parts are missing. We are humbly asking for permission to transport the vehicles, at our expense to the BBTC Campus to be used for instructional purposes.

While there is no there is no guarantee of repair, if repair is possible, we will prepare an estimate of what it would take to get any and/or all the vehicles running and share that information with you in the event you care to have them in running order.

We can return the vehicles at any time, if the need arises, again at our expense.

I sincerely hope this request will be granted as it is a perfect opportunity to work together to train our students for their future careers as diesel mechanics

Respectively,

A handwritten signature in cursive script that reads 'Jodi N. Tillman'.

Jodi N. Tillman

**From:** Jodi Tillman [<mailto:jodi.tillman@taylor.k12.fl.us>]  
**Sent:** Thursday, August 25, 2022 8:18 AM  
**To:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Subject:** Ambulances

Good Morning LaWanda,  
I see there are several ambulances parked at the airport. We are in desperate need of diesel equipment to work on. We'd be happy to return them. Is it possible for us to have the opportunity to work on them?

Thanks,

Jodi N. Tillman, Director  
Big Bend Technical College  
850.838.2545



## **LaWanda Pemberton**

---

**From:** Dan Cassel  
**Sent:** Monday, August 29, 2022 3:22 PM  
**To:** LaWanda Pemberton  
**Subject:** RE: Ambulances

### **2011 Ford F350**

- Compression issue with DEF/ Diesel mixed in wrong tank, requires motor to be torn apart and rebuilt. Towed to current location.

### **2002 Freightliner**

- Electrical/ Ignition issues, towed to current location.

### **2004 Chevy C4500**

- Not running unknown issues towed to current location.

### **2006 Chevy C4500**

- Not running unknown issues towed to current location.

They are all dead so I will need to put a battery on them to try to get the current mileage. From memory I believe they were all over 200k but I will confirm.

There are two ambulance bodies that are at the road dept. that will go also.

**From:** LaWanda Pemberton  
**Sent:** Monday, August 29, 2022 2:58 PM  
**To:** Dan Cassel <ps.director@taylorcountygov.com>  
**Cc:** Teresa A. Copeland <theresa.copeland@taylorcountygov.com>  
**Subject:** Fwd: Ambulances

Can you please get me a list of all the ambulances we are planning to sell, the current mileage and the mechanical issues that we are aware of ?

Thanks !

Sent from my iPhone

Begin forwarded message:

**From:** LaWanda Pemberton <[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)>  
**Date:** August 25, 2022 at 9:20:00 AM EDT  
**To:** Jodi Tillman <[jodi.tillman@taylor.k12.fl.us](mailto:jodi.tillman@taylor.k12.fl.us)>  
**Subject:** RE: Ambulances

Let me check on this...

## Traci Rowell

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**From:** Gregory Tillery <Greg.Tillery@EnvisionHealth.com>  
**Sent:** Tuesday, September 6, 2022 11:23 AM  
**To:** Traci Rowell  
**Subject:** RE: Taylor County Board of County Commissioners

Hi Traci, please pay \$250 per our agreement and we'll accept that as payment in full, and you'll receive a \$0.00 balance due statement. I'm not sure exactly why, but we have to do it that way vs. discounting the bill beforehand. Let me know if you have any questions.

Thanks,

GREG TILLERY  
Director, Operations



350 West Cedar St. 4<sup>th</sup> Floor | Pensacola, FL 32502  
C: 850.393.5105  
[www.evhc.net](http://www.evhc.net)

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**From:** Traci Rowell <TRowell@taylorcountygov.com>  
**Sent:** Thursday, September 1, 2022 9:47 AM  
**To:** Gregory Tillery <Greg.Tillery@EnvisionHealth.com>  
**Subject:** [EXTERNAL] RE: Taylor County Board of County Commissioners

Good morning,  
I have received a bill for account # JXS8253288, this is the second bill we have received from Envision. In an earlier correspondence we had agreed on a fee of \$250 per inmate. The bill is for \$3080.00.

Traci M Rowell  
Personnel Manager  
Taylor County Board of County Commissioners  
201 E Green Street  
Perry, Florida 32347  
P-850-838-3500 Ext. 8  
F- 850-838-3501  
[TRowell@taylorcountygov.com](mailto:TRowell@taylorcountygov.com)

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**From:** Gregory Tillery [<mailto:Greg.Tillery@EnvisionHealth.com>]  
**Sent:** Monday, September 20, 2021 3:07 PM  
**To:** Traci Rowell <[TRowell@taylorcountygov.com](mailto:TRowell@taylorcountygov.com)>  
**Subject:** RE: Taylor County Board of County Commissioners

Hi Traci, Yes I recall our correspondence about this. Will you please send me a copy of the bill you received and I'll figure out what's going on?

GREG TILLERY  
Director, Operations



350 West Cedar St. 4<sup>th</sup> Floor | Pensacola, FL 32502  
C: 850.393.5105  
[www.evhc.net](http://www.evhc.net)

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**From:** Traci Rowell <[TRowell@taylorcountygov.com](mailto:TRowell@taylorcountygov.com)>  
**Sent:** Monday, September 20, 2021 1:37 PM  
**To:** Gregory Tillery <[Greg.Tillery@EnvisionHealth.com](mailto:Greg.Tillery@EnvisionHealth.com)>  
**Subject:** [EXTERNAL] Taylor County Board of County Commissioners

Good afternoon,

I received an invoice today for an inmate that received care at Doctors Memorial Hospital ER. This is the first Envision bill that I have received. When we emailed back earlier in the year we were working towards a set fee of \$250 per inmate. I sent the requested information regarding the inmates seen at DMH that were incarcerated at the Taylor County Jail but have not received a response or a bill until today. Please advise.

Traci M Rowell  
Personnel Manager  
Taylor County Board of County Commissioners  
201 E Green Street  
Perry, Florida 32347  
P-850-838-3500 Ext. 8  
F- 850-838-3501  
[TRowell@taylorcountygov.com](mailto:TRowell@taylorcountygov.com)

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