

SUGGESTED AGENDA

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

**TUESDAY, JANUARY 2, 2024
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. THE APPROVAL OF MINUTES NOVEMBER, 28, 2023; DECEMBER 4, 2023; DECEMBER 12, 2023 AND DECEMBER 19, 2023.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR FOR THE ANNUAL MATCHING SAFETY GRANT FUND PROGRAM APPLICATION FOR THE FIRST QUARTER OF THE 2023-2024 FISCAL YEAR, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
7. THE BOARD TO CONSIDER APPROVAL OF 2024 ELECTION CYCLE HOLD HARMLESS AGREEMENTS, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.
8. THE BOARD TO CONSIDER APPROVAL OF LEASE OF FOREST CAPITAL HALL FOR UPWARD SPORTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR 4-H FUNDS TO BE RELEASED FOR THE 2023-2024 BUDGET YEAR TO THE TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY LORI WIGGINS, TAYLOR COUNTY EXTENSION DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION GRANT AGREEMENT FWC NO. 23053 AND SERVE AS FISCAL AGENT, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT FOR AN APPLICATION FOR SPECIAL EVENT PERMITS (MUD-BOG), AS SUBMITTED BY IRON HORSE MUD RANCH. (EVENT OF FEBRUARY 29TH- MARCH 3RD AND OCTOBER 10TH - 13TH, 2024 FROM 7:00 A.M. TO 7:00 P.M.)

GENERAL BUSINESS:

12. THE BOARD TO FURTHER DISCUSS REDISTRICTING IN TAYLOR COUNTY.

COUNTY STAFF ITEMS:

13. THE BOARD TO DISCUSS AMENDMENT TO THE SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP) TO INCLUDE THE DEMOLITION OF MOBILE HOMES AND THE REPLACEMENT THEREOF WITH SITE-BUILT HOMES, AS AGENDAED BY MELODY COX, GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO REMOVE THE GRASS FROM BASEBALL FIELD #1 INFIELD, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR SOLID WASTE HAULING SERVICES PERMIT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE BOARD TO DISCUSS APPRAISAL REPORT FOR THE POTENTIAL PURCHASE AND ACQUISITION OF THE SPRING WARRIOR PARCEL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE BOARD TO CONSIDER APPROVAL OF OPIOD SETTLEMENT FUNDING IMPLEMENTATION PLAN, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
19. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
20. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


The Board to consider approval of request to ratify the signature of the County Administrator for the Annual Matching Safety Grant Fund Program Application for the first quarter of the 2023-2024 fiscal year.

MEETING DATE REQUESTED:

January 2, 2024

Statement of Issue: The Board to consider approval to ratify the Matching Safety Grant Fund Program Application providing a 50% match for risk management items and training purchased during the 2023-2024 fiscal year.

Recommended Action: Approve

Fiscal Impact: \$4,335.41

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Municipal Insurance Trust's (FMIT) Annual Matching Safety Grant Fund Reimbursement Program offers a 50% match up to \$3,000 for safety related expenditures related to risk reduction and up to \$3,000 for personal protection equipment related to workers compensation claims reduction. Staff submitted expenditures for animal control officer training in the amount of \$5,500.00 in an effort to reduce workers compensation injuries, and \$3,170.82 in expenses for the replacement of the flooring at the Veteran's Services/Grants office in an effort to reduce the risk of trip and falls for citizens and employees. If approved the 50% match award will result in a total of \$4,335.41. Staff requests the Board consider approval of request to ratify the signature of the County Administrator. The application deadline for the first quarter was December 31, 2023.

Options: Approve

Attachments: FMIT Matching Safety Grant Fund Program Guidelines
Expenditures by department
Copy of electronic grant application

FMIT SAFETY GRANT FUND PROGRAM 2023-2024 GUIDELINES

The Florida Municipal Insurance Trust's Safety Grant Fund Program is available to help FMIT members pay for safety-and-health-related resources to help eliminate, reduce, or control exposure to loss. This is a 50% matching fund program.

For example, if an entity spends \$500 on a safety harness and submits a Safety Grant application for that amount, the entity would be eligible for reimbursement in the amount of \$250.

- Any entity participating in the FMIT Workers' Compensation Insurance Program and/or Property/Liability Insurance Program for the 2023 – 2024 policy year can apply for this Safety Grant.
- The one-page Application can be found on your FMIT Member Dashboard at <https://insurance.flcities.com/member-login>.
- Receipts/invoices are uploaded electronically when completing an Application via the FMIT Member Dashboard.
- All purchases or invoices must be dated within the current fiscal year (October 1-September 30) of the submitted application. Items submitted should reduce, control, or eliminate potential losses or injuries and specifically address current losses and/or injuries.

Note: Costs associated with certified classroom training conducted by the FMIT, including Temporary Traffic Control (Maintenance of Traffic), Defensive Driving (DDC4) and CPR/First Aid/AED, are not eligible for submission under the FMIT Safety Grant Fund Program, as these courses are offered by the FMIT to our Membership at a substantial discounted rate. The cost for these courses can only be submitted under the FMIT Safety Grant Fund Program if a training provider other than the FMIT is utilized.

- If you are uncertain whether an item(s) will be approved, feel free to contact your Risk and Safety Consultant (*see contact information below*).
- The entity must have a designated Safety Grant Coordinator. This person must provide all necessary contact information. All contact relative to the application will be made to the Safety Grant Coordinator. Electronic signatures are required for the Safety Grant Coordinator and the Insurance Decision Maker.
- You can apply for the Fund Safety Grant at any time during the policy year. If approved, grant awards are paid out via ACH on a quarterly basis. Awards cannot exceed the maximum amount allowed by the program per policy year based on the table below:

Premium Range	One Line Coverage	Two Lines Coverage
< \$25,000	\$500	\$1,000
\$25,000 - \$49,999	\$750	\$1,500
\$50,000 -- \$74,999	\$1,000	\$2,000
\$75,000 -- \$99,999	\$1,500	\$3,000
\$100,000 -- \$200,000	\$2,500	\$5,000
> \$200,000	\$3,000	\$6,000

- If the application is not received by the last day of the 1st, 2nd or 3rd quarter, the application will be processed the following quarter. If a 4th quarter application is not received by the last day of the 4th quarter, the application will not be placed in line for review.

Fund Year 2023-2024

1st Quarter October 1, 2023 to December 31, 2023

2nd Quarter January 1, 2024 to March 31, 2024

3rd Quarter April 1, 2024 to June 30, 2024

4th Quarter July 1, 2024 to September 30, 2024

- In the final (4th) quarter, only members participating in the FMIT during the next policy year will be eligible for funds.
- Safety grant fund awards will be disbursed until the funds are exhausted for the policy year.
- Multiple departments of an entity may apply for Safety Grant consideration. However, all Safety Grant submissions must be completed and submitted together and the total reimbursement request for an entity must not exceed the grant limits previously defined.
- Applications are reviewed by your Risk and Safety Consultant.
- You will receive a notification shortly after the quarter's end advising the reimbursement status of your Safety Grant Application.

IMPORTANT

THE SAFETY GRANT PROGRAM IS A SERVICE PROVIDED BY THE FMIT FOR THE BENEFIT OF ITS INSURED MEMBERS. BY USING THIS SERVICE, THE MEMBER UNDERSTANDS AND ACKNOWLEDGES THERE IS NO GUARANTEE OF APPROVAL AND/OR PAYMENT.

If you have any questions or need further clarification or assistance with completing your application, please do not hesitate to contact your Risk and Safety Consultant:

Sam Slay
Mobile: 850.596.7335
sslay@flcities.com

Evan MacClellan
Mobile: 386.804.7486
emacclellan@flcities.com

Trevor Reschny
Mobile: 407.760.6170
TReschny@flcities.com

Chaz Smith
Mobile: 813.416.0584
csmith@flcities.com

Jonathan Jaramillo
Mobile: 305.898.6396
jjaramillo@flcities.com

If you do not know your consultant, contact:

Christina Malhotra
Insurance Member Services Assistant
Direct: 407.367.1777
Toll-Free: 800.445.6248 ex 1777
cmalhotra@flcities.com

Anita Wick, Risk and Safety Specialist
Direct: 407.367.1734
Toll-Free: 800.445.6248 ex 1734
awick@flcities.com

Marsha Durden

From: (FMIT) Florida Municipal Insurance Trust <response@flcities.com>
Sent: Thursday, December 7, 2023 9:38 AM
To: Marsha Durden
Subject: FMIT Confirmation: Safety Grant Application



Safety Grant Application

FMIT Member

FMIT Member Name	Taylor County Board of County Commissioners
Address	201 E Green Street PO Box 620 Perry, FL 32348

Safety Grant Coordinator

Full Name	Marsha Durden
Email	mdurden@taylorcountygov.com
Phone	8508383500

Insurance Decision Maker

Full Name	LaWanda Pemberton
Email	lpemberton@taylorcountygov.com
Phone	8508383500

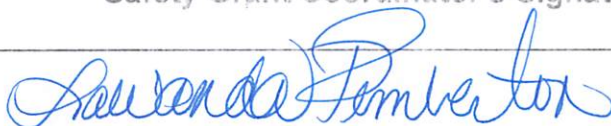
FMIT Fund your Entity Participates in

Fund	Both
Receipt Total - Workers' Comp	5,500.00
Receipt Total - Property/Liability	3,170.82

Description of Application

Description	The FMIT Safety grant will be used to reimburse for expenses related to Workers' Compensation for Animal Control Officers by providing training that will assist with employee safety for aggressive animal control procedures to reduce employee injuries. Additionally, the FMIT Safety Grant will be used to reduce Property/Liability at the Veterans' Services office by assisting with reimbursement for replacement of flooring that has missing or broken tiles in an effort to reduce trip and fall incidents for citizens and employees.
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Safety Grant Coordinator's Signature



Marsha Durden

12/7/2023

TAYLOR COUNTY BOCC FMIT GRANT 06/2023

DEPARTMENT	DEPT. #	ITEM	EXPENSE	50%
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Liability

Veteran Services	#0350	Floor replacement and installation	\$3,171	\$1,585
Total			*cannot exceed \$3,000	

Workers Compensation

Animal Control	#0250	Safety training	\$5,500.00	\$2,750.00
Total			*cannot exceed \$3,000	

Grant Type	Expense	50% Reimb.
Workers Comp	\$5,500.00	\$2,750.00
Liability	\$3,171	\$1,585
Total	\$8,670.82	\$4,335.41

Taylor County
Board of County Commissioners
PO Box 620
Perry, FL 32348

PURCHASE ORDER NO. 20240068

PAGE NO. 1

Submit original invoice to above address

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7835
AMERICAN ANIMAL CRUELTY INV. SCHOOL
P.O. BOX 4745
PENSACOLA FL 32507

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TAYLOR COUNTY ANIMAL CONTROL
302 MAURICE LINTON
PERRY, FL. 32347
ATTN: GARY WAMBOLT
purchasing@taylorcountygov.com

ORDER DATE: 10/10/23		BUYER: GARY WAMBOLT		REQ. NO.: R2400075		REQ. DATE:	
TERMS: NET 30 DAYS			F.O.B.:		DESC: TRAINING		
ITEM	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
01	10.00		ACO-FL-G ANIMAL CONTROL OFFICER CERTIFICATION CLASS (ON SITE TRAINING 1-10 OFFICERS)		550.0000	5,500.00	
ITEM	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 5,500.00		
01	0250	55401	5,500.00		TOTAL \$ 5,500.00		
					Taylor County is an AAP/EOE employer and requires compliance with Executive Order 11246		

Salvador Pemberton
County Administrator

Joseph W. Wick
Purchasing Agent

TAYLOR COUNTY

VENDOR NO. 7835

CHECK NO. 70459

Account	Purchase Order	Invoice Number	Amount	Description
0250 55401	20240068	23-1001	5,500.00	ACO-FL-G ANIMAL CONTR

7835 AMERICAN ANIMAL CRUELTY INV. SCHOOL

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO Box 620
Perry, FL 32348

Capital City Bank
Perry, FL 32347

70459
63-68/631
Date
10/18/23

GENERAL FUND

Amount \$ *****5,500.00*

PAY THE SUM OF *****5500* DOLLARS AND NO* CENTS

To the
Order of

7835
AMERICAN ANIMAL CRUELTY INV. SCHOOL
PO BOX 4745
PENSACOLA FL 32507

Grady Knowles
Clerk

PDF Copy Only - Non-Negotiable

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO Box 620
Perry, FL 32348

AMERICAN ANIMAL CRUELTY INV. SCHOOL
PO BOX 4745
PENSACOLA FL 32507

Taylor County
Board of County Commissioners
PO Box 620
Perry, FL 32348

PURCHASE ORDER NO. 20240288

PAGE NO. 1

Submit original invoice to above address

VENDOR 001456
W.S. BADCOCK CORPORATION
1225 SOUTH JEFFERSON STREET
PERRY FL 32348-4730

SHIP TO TAYLOR COUNTY BCC
201 E GREEN ST
PERRY, FL 32348

ATTN:
purchasing@taylorcountygov.com

ORDER DATE: 11/14/23		BUYER: JAMI EVANS		REQ. NO.: R2400323	REQ. DATE: 11/14/23
TERMS: NET 30 DAYS		F.O.B.:		DESC.:	
ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	31.00	EACH	MATHEW & PARLO LXP 100 VINYL FLOORING COLOR LP 09	74.2200	2,300.82
ITEM	ACCOL NT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 2,300.82
01	0350	54610	2,300.82		TOTAL \$ 2,300.82
					Taylor County is an AAP/EOE employer and requires compliance with Executive Order 11246

Shirley Pemberton
County Administrator

Janet Weirich
Purchasing Agent

Taylor County
Board of County Commissioners
PO Box 620
Perry, FL 32348

PURCHASE ORDER NO. 20240287

PAGE NO. 1

Submit original invoice to above address

V
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7843
GEORGE C ARMSTRONG JR
19655 JODY MORGAN ROAD
PERRY FL 32347

S
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VETERANS
401 INDUSTRIAL PARK DRIVE
PERRY, FL. 32348

T
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ATTN:
purchasing@taylorcountygov.com

ORDER DATE: 11/14/23		BUYER: JAMI EVANS		REQ. NO.: R2400324		REQ. DATE: 11/14/23	
TERMS: NET 30 DAYS		F.O.B.:		DESC.:			
ITEM	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
01	696.00	SQUA	INSTALLATION OF VINYL FLOORING 696 SQUARE FOOT AT \$1.25 PER SQUARE FOOT		1.2500	870.00	
ITEM		ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 870.00	
01		0350 54610		870.00		TOTAL \$ 870.00	
						Taylor County is an AAP/EOE employer and requires compliance with Executive Order 11246	

Whanda Pemberton
County Administrator

Janah W. Wick
Purchasing Agent

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: 2024 Election Cycle Hold Harmless Agreements



MEETING DATE REQUESTED: January 2, 2024

Statement of Issue: Approval of the 2024 Election Cycle Hold Harmless Agreements

Recommended Action: Please have the Chairperson, Clerk, and County Attorney sign all 14 agreements

Fiscal Impact:

Budgeted Expense:

Submitted By: Supervisor of Elections

Contact: Dana Southerland

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Hold Harmless Agreements for all fourteen polling locations

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 1**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and First United Methodist Church, the LICENSOR, whose address is 302 N Jefferson St, Perry, Florida 32347.

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

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

First United Methodist Church Fellowship Hall

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

The premises are to be occupied and used by the LICENSEE from 5:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chair, BCC

Date:

Gary Knowles

Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 2

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Forest Capital Hall, the LICENSOR, whose address is 203 Forest Park Dr, Perry, Florida 32348.

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

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

Forest Capital Hall

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chair, BCC

Date:

Gary Knowles

Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 3

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Blue Creek Baptist Church Fellowship Hall, the LICENSOR, whose address is 21028 Beach Rd, Perry, Florida 32348.

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

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

Blue Creek Baptist Church Fellowship Hall

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chair, BCC

Date:

Gary Knowles

Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 4

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Salem Baptist Church, the LICENSOR, whose address is 10400 Fish Creek Rd, Salem, Florida 32356.

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

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

Salem Baptist Church -- Sunday School Rooms

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chair, BCC

Date:

Gary Knowles

Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 5

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Steinhatchee Community Center, the LICENSOR, whose address is 1013 S Riverside Dr, Steinhatchee, Florida 32359.

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

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

Steinhatchee Community Center

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Gary Knowles

Chair, BCC

Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

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

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Shady Grove Community Center, the LICENSOR, whose address is 3845 Alton Wentworth Rd, Shady Grove, Florida 32357.

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

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

Shady Grove Community Center

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Gary Knowles

Chair, BCC

Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 7

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Boyd Methodist Church, the LICENSOR, whose address is 2458 Boyd Rd, Perry, Florida 32347.

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

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

Boyd Methodist Church Fellowship Hall

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chair, BCC

Date: _____

Gary Knowles

Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 8

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and United Steel Workers Union Bldg, the LICENSOR, whose address is 1878 S Old Dixie Hwy, Perry, Florida 32348.

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

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

United Steel Workers Union Bldg

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chair, BCC

Date:

Gary Knowles

Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 9

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Forest Capital Hall, the LICENSOR, whose address is 203 Forest Park Drive, Perry, Florida 32348.

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

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

Forest Capital Hall

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Gary Knowles

Chair, BCC

Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 10

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Lakeside Baptist Church, the LICENSOR, whose address is 3111 Highway 27 E, Perry, Florida 32348.

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

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

Lakeside Baptist Church Fellowship Hall

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title

Date

LICENSEE:

ATTEST:

By:

Chair, BCC

Date

Gary Knowles

Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 11**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Athena Baptist Church, the LICENSOR, whose address is 10060 Josh Ezell Grade, Perry, Florida 32348.

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

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

Athena Baptist Church Fellowship Hall

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Gary Knowles

Chair, BCC

Clerk of Circuit Court

Date:

By: _____

Approved as to form and legal sufficiency

By: _____ County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 12

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Perry Shrine Building, the LICENSOR, whose address is 1050 Courtney Rd, Perry, Florida 32347.

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

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

Perry Shrine Building

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

FRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature:

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chair, BCC

Date:

Gary Knowles

Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 13

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Jerkins Building, the LICENSOR, whose address is 1201 Martin Luther King Ave, Perry, Florida 32348.

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

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

Jerkins Building - Conference Room

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION - MARCH 19, 2024

PRIMARY ELECTION - AUGUST 20, 2024

GENERAL ELECTION - NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Gary Knowles

Chair, BCC

Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 14

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Mt. Carmel Baptist Church, the LICENSOR, whose address is 2975 Pisgah Rd, Perry, Florida 32347.

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

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

Mt. Carmel Baptist Church

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

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 19, 2024

PRIMARY ELECTION – AUGUST 20, 2024

GENERAL ELECTION – NOVEMBER 5, 2024

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

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

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

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

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

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

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Gary Knowles

Chair, BCC

Clerk of Circuit Court

Date:

By: _____

Approved as to form and legal sufficiency

By: _____ County Attorney

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Lease of Forest Capital Hall for Upward Sports



MEETING DATE REQUESTED:

January 2, 2023

Statement of Issue:

The board to consider approval of request to renew lease with First Baptist Church of Perry for the use of Forest Capital Hall for the term of January 1, 2024 to February 18, 2024.

Recommended Action: Approve lease

Fiscal Impact: \$750 revenue from lease

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Upward League has been operating out of Forest Capital Hall for the past 15 years and serves an average of 150 children per season.

Options:

Attachments: Request from Scott Bembry, League Director
Lease



UPWARD BASKETBALL SPORTS

FIRST BAPTIST CHURCH OF PERRY
102 N CENTER STREET
PERRY, FLORIDA 32347
(850) 584-7066

Taylor County Board of County Commissioners
Office of the County Administrator
102 E Green St
Perry, FL 32347

Dear Mrs. Pemberton

We respectfully request approval for the use of the Forest Capital Hall to provide community wide children's basketball league. This league promotes equal playing time and welcomes all children ages Kindergarten through Eighth Grade from our community. This will be our seventh season and we have averaged around 150 children the last Fifteen years. We have provided positive role models and leadership while promoting affirmative sportsmanship. Our motto is Play with Purpose and we work diligently to insure every child and family has a positive and rewarding experience. We are extremely grateful for your support and we enjoy working with your staff in utilizing your facility to provide recreation to this age group. We are requesting use for practices and games from January 1st, 2024 to February 18th 2024. Thank you for your cooperation and for all you do to make this possible. Please see the attached safety plan.

Sincerely,

Scott Bembry 850-973-7222
League Director

LEASE OF FOREST CAPITAL HALL

1. This Lease is made and executed this ____ day of _____, 2023, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called Lessor and the FIRST BAPTIST CHURCH, 102 North Center Street, Perry, Florida 32347, hereinafter called "Lessee".
2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the following described space: Forest Capital Hall.
3. The said space is leased for a term from November 27, 2023 to February 18, 2023.
4. The rent shall be \$750.00 for the above term.
5. Lessee shall use and occupy the premises for the youth basketball league in Taylor County, Florida. Lessor represents that the premises may lawfully be used for such purpose.
6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises.
9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.
10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.

12. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of Forest Capital Hall.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

14. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.

15. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.

16. Lessee will provide to the Lessor a statement of liability from their insurance carrier and shall indemnify the Lessor, its agents, employees from any liability as a result of the use of the premises Forest Capital Hall, and the Lessee shall require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the basketball league.

LESSOR:

LESSEE:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

FIRST BAPTIST CHURCH

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, Lawanda Pemberton, as County Administrator, 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 _____, 2023.

NOTARY PUBLIC
My Commission Expires:

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, _____, 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 _____, 2023.

NOTARY PUBLIC
My Commission Expires:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request for 4-H Funds to be released for the 2023-2024 budget year to the Taylor County 4-H Foundation.


MEETING DATE REQUESTED:

January 2, 2024

Statement of Issue: To approve the 4-H Foundation Review and release funding for 2023-2024 budget year of \$10,881.00.

Recommended Action: To request for 4-H Funds, received from the County, to be released to the Taylor County 4-H Foundation (\$10,881.00).

Fiscal Impact: \$10,881.00 that supports 4-H Programming in Taylor County.

Budgeted Expense: N/A

Submitted By: Lori Wiggins, Taylor County Extension Director

Contact: 850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For the Taylor County Board of County Commissioners to receive and approve the Taylor County 4-H Foundation Review conducted by Certified Public Accountant, Richard A. Glover, CPA, PA.

Options:

Attachments: see attached Review for the 2022-2023 budget year.

TAYLOR COUNTY 4-H FOUNDATION, INC.

PERRY, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

TAYLOR COUNTY 4-H FOUNDATION, INC.

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RICHARD A. GLOVER, CPA, PA
Certified Public Accountant
Post Office Box 12612
Tallahassee, Florida 32317

Telephone (850) 510-4300
Fax (850) 422-1044

Independent Accountant's Review Report

The Board of Directors
Taylor County 4-H Foundation, Inc.
Perry, Florida

We have reviewed the accompanying financial statements of Taylor County 4-H Foundation, Inc. (a nonprofit organization) which comprise of the statement of financial position as of September 30, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Richard A. Glover, CPA, PA

Richard A. Glover, CPA, PA
Tallahassee, Florida
December 20, 2023

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2023

ASSETS

CURRENT ASSETS

Cash	\$ 46,312
Investments	<u> 54,300</u>
Total Current Assets	100,612
TOTAL ASSETS	<u>\$ 100,612</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Unearned Revenue – Backpack Fund	\$ 28,658
Total Current Liabilities	28,658

NET ASSETS

Temporarily Restricted	<u> 71,954</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 100,612</u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

TEMPORARILY RESTRICTED SUPPORT & REVENUE

Backpack Program	\$ 0
Horse & Livestock	5,000
Other Donations & Revenue	852
Youth Camps and Clubs	15,862
Food Nutrition Programming	0
Taylor County Board Donation	10,881
Unrealized Gains (Losses) On Investments	<u>7,798</u>
Total Support and Revenue	<u>40,393</u>

EXPENSES

Program Services	
County Funds	18,450
Youth Camps	20,848
Family and Consumer Science	0
Other Program Expenses	<u>9,347</u>
Total Expenses	<u>48,645</u>

Change in Temporarily Restricted Net Assets	(8,252)
Temporarily Restricted Net Assets, Beginning of Year	<u>80,206</u>
Temporarily Restricted Net Assets, End of Year	<u><u>\$ 71,954</u></u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Cash Flows From Operating Activities	
Increase (Decrease) in Net Assets	\$ (8,252)
Adjustments to Reconcile Change:	
Unrealized Gain on Investments	(7,798)
Change in Unearned Revenue	961
Investment Withdrawal – Scholarship Funding	<u>1,000</u>
Net Cash Used in Operating Activities	<u>(14,089)</u>
Net Decrease in Cash and Cash Equivalents	(14,089)
Cash and Cash Equivalents at Beginning of Year	<u>60,401</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 46,312</u></u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through “learning by doing”.

Basis of Accounting

The Organization’s books are maintained on the accrual basis of accounting.

Basis of Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted assets.

Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

Income Taxes

The Organization is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, no provision for income taxes has been recorded.

A Form 990, Return of Organization Exempt From Income Tax, is filed each year.

Property and Equipment

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvement, and other capital outlays that exceed a threshold of \$500 and which significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumption that affect certain reported amounts and disclosures. Actual results may differ from these estimates.

Donated Materials and Services

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The origin of the investments were a donation from Taylor County Community Friends upon the dissolution of the Not-For-Profit organization.

NOTE 2 – DESIGNATED CURRENT ASSETS

The Organization's operating funds are listed as cash in the current assets and are encumbered funds for current 4H programming and backpack programming. The funds are designated, as follows:

Current 4H Programming Funds	\$ 17,654
Backpack Programming Funds	<u>28,658</u>
Total Cash	<u>\$ 46,312</u>

**TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

NOTE 3 –FAIR VALUE INSTRUMENTS

The fair value measurements and levels within the fair value hierarchy of these measurements for the assets reported at fair value on a recurring basis at September 30, 2023 are as follows:

<u>Description</u>	<u>Fair Value</u>	<u>Significant Observable Inputs Level 1</u>
Mutual Funds	<u>\$54,300</u>	<u>\$54,300</u>

NOTE 4 – RESTRICTED AND UNRESTRICTED REVENUE

Donations or grants that are not specified by the donor on how or where the Organization is to use the given revenue is considered to be unrestricted. The contribution will appear on the statement of activities as unrestricted revenue and will appear on the statement of financial position as an asset and will increase unrestricted net assets. Being unrestricted, the Organization can then use the donation for whatever purpose it sees fit to achieve its stated mission.

Donations or grants earmarked for a specific purpose, such as a specific program operating within the Organization is considered to be temporarily restricted. In these cases, the donation is recorded as temporarily restricted revenues on the statement of activities and will appear as an asset on the statement of financial position. These donations are temporarily restricted because they have a specific purpose for which they must be used within an expected amount of time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:



Request to approve and sign the Taylor County Artificial Reef Construction Grant Agreement FWC No. 23053 and serve as Fiscal Agent (Reimbursement Grant).

Meeting Date:

January 2, 2024

Statement of Issue: Approve and sign the Fish and Wildlife Conservation Commission (FWC) grant Agreement No. 23055 for the Taylor County Artificial Reef MONITORING, for the amount of \$10,000.00 for fiscal year 2023-2024 and serve as Fiscal Agent (Reimbursement Grant).

Recommendation: Approve and sign the FWC Grant Agreement.

Fiscal Impact: \$ 10,000 **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Several deployments of artificial reef materials have occurred off the Taylor County coastline (Buckeye reef and Steinhatchee reef). Artificial reefs increase fish habitat and populations, as well as the species diversity of important sportfish.

Taylor County has been very supportive of artificial reefs due to the positive economic and environmental returns and monitoring is key to collect baseline info to promote the use of our artificial reefs for fishing or diving. We are asking the Board to approve and sign the FWC Grant.

Contract to perform a reef monitoring in Buckeye in 2024 and serve as Fiscal Agent (Reimbursement Grant).

Options:

1. Approve and get the grant funds and improve Taylor County economy
2. Deny approval

Attachments:

1. Agreement + Attachments
2.

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement #23055

Federal Grant Information	
CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
State Grant Information	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s) : 77-007
State Award No(s): FWC-23055	State Award Year(s): 2023-2024
State Award Name(s): Taylor County Artificial Reef Monitoring 2023-2024	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Taylor County Board of County Commissioners, #59-6000879, whose address is 201 East Green St, Perry, FL 32347, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to assess the material condition and fish assemblages on artificial reefs within the Buckeye Reef permitted area;

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of

service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Recipient warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Recipient. The Recipient shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement, in the event the Recipient's ability to perform under this Agreement becomes compromised.

Section 3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay.

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 12/31/2024.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this Agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

B. Extension.

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$10,000.00.

B. Payments.

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period.

C. Invoices.

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Match

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Recipient in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Recipient warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of

each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

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 the 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. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and 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.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement 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.
 - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient 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.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless Attachment A specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. Electronic Funds Transfer.

Recipient agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. Vendor Ombudsman.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any 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 Commission as well.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any 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 Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Recipient is unable to repay any cost or loss to the Commission, the Commission shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**A. Commission Exempt from Taxes.**

The Recipient recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

B. Property Exempt from Lien.

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Recipient's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and

conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

Section 8. TERMINATION.

A. Commission Unilateral Termination.

The Commission may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days of written notice of its intent to terminate. The Recipient shall not be entitled to recover any cancellation charges or lost profits. The Recipient may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct.

This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Recipient with written notice of termination.

C. Termination – Funds Unavailability.

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Recipient fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement is being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Recipient shall not be entitled to recover any cancellation charges.

E. Recipient Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 9. REMEDIES.**A. Financial Consequences.**

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from the Recipient's payment, unless otherwise modified by Attachment A.

In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences as listed below or as identified in Attachment A.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

B. Cumulative Remedies.

The rights and remedies of the Commission during the Agreement period are in addition to any other rights and remedies provided by law or under the Contract.

Section 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. Designating a new Grant Manager shall not require a formal Amendment to the Agreement.

**COMMISSION GRANT MANAGER
CONTACT INFORMATION:**

Carolyn Kalinowski
Biological Scientist IV
Florida Fish and Wildlife
1875 Orange Ave East
Tallahassee, FL 32311
850-617-9619
Carolyn.kalinowski@myfwc.com

**RECIPIENT GRANT MANAGER CONTACT
INFORMATION:**

Victor Blanco
Marine and Natural Resources Extension Agent
Sea Grant UF/IFAS Extension – Taylor County
203 Forest Park Dr.
Perry, FL 32348
850-838-3508
victorblancomar@ufl.edu

Section 11. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Recipient's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

Section 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

- i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or

in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

D. Equipment and Supplies

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding \$5,000.00 in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.**A. Conflict of Interest.**

The Recipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient and the Commission.

B. Recipient Training Qualifications.

The Recipient agrees that all Recipient employees, subrecipients, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subrecipients, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Recipient agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

Section 14. SUBCONTRACTS.

The Recipient is not permitted to subcontract any work under this Agreement, and therefore, the following terms and conditions do not apply.

A. Authority.

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subrecipient or subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subrecipient

or subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subrecipient or subcontractor for any expenses or liabilities incurred under the subrecipient agreement or subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor or Subrecipient.

If subcontracting is permitted pursuant to Paragraph A, above, Recipient agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

If entering a subrecipient agreement is permitted pursuant to Paragraph A above, Recipient agrees to make payments to the subrecipient for satisfactory performance of the tasks/deliverables identified in the subrecipient agreement. Recipient shall pay subrecipient following the same procedures described in paragraph 4 of this Agreement upon submission of invoices for allowable expenses, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Recipient.

C. Commission Right to Reject Subrecipient or Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient's, subrecipient's or subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor and Subrecipient Conflict of Interest.

If subcontracting or entering a subrecipient agreement is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor or subrecipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient, as applicable subrecipient or subcontractor, and the Commission.

Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, 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, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list 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." Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations,

arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient's ability to perform under this Agreement. If the existence of such Proceeding causes the Commission concern that the Recipient's ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

E. Certain Violations of Federal Criminal Law.

If this Agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 16. INSURANCE.

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as “confidential” in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

Section 21. RECORD KEEPING REQUIREMENTS.**A. Recipient Responsibilities.**

The Recipient shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Recipient shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Recipient’s books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions..

C. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission’s request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

Section 23. FEDERAL COMPLIANCE.

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Recipient is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

C. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

D. Copeland “Anti-Kickback Act”.

- i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
- ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

E. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

F. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of “funding agreement” under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) applies.

H. Debarment and Suspension Recipient Federal Certification

- i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part

3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

Recipients awarded \$100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Grant Manager five (5) business days after Agreement execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the Commission.

J. Procurement of Recovered Materials

- i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.
- iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with law, the Recipient 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 subcontracts including all contracts for work or products under this Agreement.
- ii. For purposes of this section:

- a. “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.
- b. “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.

L. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

M. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

N. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.

- iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. 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).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. 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.

Section 25. AGREEMENT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Procurement of Recycled Products or Materials.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or

other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The Parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
 - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Recipient of *quantum meruit*.

Section 31. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Recipient knowingly employs unauthorized aliens.

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**A. Requirement to Use E-Verify.**

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If

the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

Section 35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form, Attachment C), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or

make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commission's policies, applicable to operating sUAS.

Section 39. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Agreement and its attachments, the terms of the solicitation and the Recipient's response to the solicitation.

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SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Taylor County Board of County Commissioners	Florida Fish and Wildlife Conservation Commission
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Cost Reimbursement Contract Payment Requirements

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2023-24	FWC Agreement No.	23055
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The two main purposes of this project are to continue the Taylor County's artificial reef biological monitoring program and evaluate the stability and function of the existing artificial reef materials within the Buckeye Artificial Reef permitted site. To accomplish these goals, the following deliverables will be achieved: (1) host a re-training program for all Taylor County Reef Research Team volunteers on proper data collection procedures and fish identification; (2) conduct a minimum of 18 artificial reef biological and material assessments on six patch reefs within the Buckeye Artificial Reef permitted area; (3) draft a data analysis summary that outlines the results of the monitoring surveys; (4) a data analysis summary that assesses the results of the monitoring surveys. The selected monitoring sites are intended to continue to act as long-term monitoring stations to increase the County's knowledge on spatial and temporal changes in abundance and composition of fish species observed at each sampling location. This information will help inform artificial reef development in the region.

The selected monitoring sites are based upon the results from the third year of sampling within this permitted area (completed in 2023) and are intended to continue to act as long-term monitoring stations to increase the County's knowledge on spatial and temporal changes in the abundance and composition of fish species observed at each sampling location. This information will help inform future artificial reef development in the region.

This study will monitor six (6) of the 33 separate patch reefs within the Buckeye Artificial Reef permitted area. These reefs were deployed between the years of 1998 and 2015. This area provides a great opportunity to observe three commonly used artificial reef materials (metal, concrete modules, and secondary-use concrete) over time.

During this Agreement, the nine patch reefs will be monitored through diver surveys. A minimum of two divers will collect fish census data and complete a material assessment for each site during the Agreement.

Table 1: Dixie County Dive Survey Sites

Reef Name	Deployment ID (FWC)	Deploy Date	Location	Material	Depth
02 2020	TA0030	08/2013	29° 38.879' N, 83° 54.767' W	4 Concrete Lindberg Cubes	50'
05 2020	N/A	N/A	29° 38.675' N, 83° 54.507' W	Pieces of Scrap Metal	48'
08 2020	TA0031	09/2013	29° 38.440' N, 83° 54.748' W	Concrete Culverts/Pipes	50'
09 2020	TA0013	05/2003	29° 38.190' N, 83° 54.706' W	4 Towers (2 large, 2 Junior)	51'
14 2020	TA0010	06/1996	29° 39.003' N, 83° 54.245' W	Pieces of Scrap Metal	47'
18 2020	TA0034	08/2015	29° 38.809' N, 83° 54.250' W	Large Scrap Metal	47'

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2023-24	FWC Agreement No.	23055
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i. Materials and Methods

1. Data Collection Training Course

All volunteer members of Taylor Reef Research Team will be required to attend and participate in a basic data collection and fish identification course. The course will be led by a University of Florida or Sea Grant instructor with experience in performing marine survey techniques, scientific diving and identifying Gulf of Mexico reef fish species. The course will cover, in detail, the proper methods for Stationary Visual Census (Bohnsack, 1986) and Reef Environmental Education Foundation's (R.E.E.F.) Roving Diver technique to collected fish census data (Schmitt and Sullivan 1996). In addition to learning the survey procedures, volunteers will be taught how to correctly identify and estimate the number of the observed fish. Underwater video and/or photos will be used as teaching aids and test materials, to provide participants with examples of local reef fish communities.

2. Diver Surveys

Survey condition data will be recorded prior to each sampling even and will include survey date, patch reef name and coordinates, survey time, weather conditions/sea state, names of surveyors, qualifications of surveyors. All surveyors must score a 90% or better on the training exam to participate as a volunteer for fish identification and fish count portion of the surveys within this Agreement.

Fish census data will be collected using the Stationary Visual Census technique (Bohnsack, 1986). During the timed stationary census, species, counts, and relative size ranges will be recorded by slowly rotating in place in a conceptual 7-meter diameter surface-to-substrate cylinder for at least five minutes, and up to ten minutes depending on fish abundance and diversity. Following the stationary count, roving diver counts will use the R.E.E.F. method to estimate the total number of fish using a logarithmic scale: single = 1, few = 2-10, many = 11-100, abundant = 101 or more. Special attention will be given to locating and identifying cryptic species during the roving diver survey. Any evidence of live or deceased sea turtle activity will also be noted.

A representative one to two minute video of the survey will be taken by each dive group. Each video will be reviewed and compared to collect five fish census data for quality assurance and quality control of data. The videos will also be used to review any uncertain fish identification and as a future training tool for new volunteers.

In addition to the biological monitoring activities, the **RECIPIENT** will also conduct a material assessment for each site. Inspection of material will include material description, structural integrity/condition, material layout/footprint, top and bottom elevation of each artificial reef structure. Divers will also make note of site visibility, temperature, depth, substrate, and sand overburden.

Attachment A – SCOPE OF WORK

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3. Data Analysis

Upon completion of all surveys, a draft data analysis summary detailing all sample collection, data analysis, and results (including statistical comparison of reef sites as defined in Table 1) will be prepared and submitted for **COMMISSION** review. After the **COMMISSION** reviews the analysis, the **COMMISSION** will provide feedback and edits. The **RECIPIENT** will then prepare and submit a final data analysis summary incorporating the feedback and edits.

B. BACKGROUND

Since 1990, Taylor County has deployed more than a total of 1,354 tons of material. Currently the County has two active permitted sites, Steinhatchee Fisheries Management Area and Buckeye Reef. In the past, the County relied on Taylor County Reef Research Team (TCRRT), a group of volunteer divers, to collect and report artificial reef monitoring data. Unfortunately, no homogenous methods were used for the data collections and the team since disbanded.

With the guidance of Florida Sea Grant agent, Victor Blanco, Taylor County is currently revising its artificial reef program to re-establish a permanent artificial reef monitoring effort. This effort includes establishing verified and reliable monitoring procedures, recruiting new members for the TCRRT and evaluating Taylor County's reefs on a regular schedule. The first year of the re-established monitoring program was completed in 2019, and sampled 18 different patch reefs within the Buckeye Reef Site. A second and third year of sampling selected six patch reef sites with differing materials and sampled each on a single visit basis. This Agreement is for the continuation of the Taylor County volunteer monitoring program using information gained in the first three years of sampling to continue seasonal monitoring at the six representative patch reefs within the Buckeye Reef Site that serve as long-term monitoring stations.

Chapter 379.249 F.S. creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 F.A.C. defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef monitoring project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, F.A.C.

C. SUPPORT OF COMMISSION MISSION

Collection of biological and physical data from this study will be used to assess the relative habitat value and stability among artificial reefs characterized by specific combinations of depth and structural materials. This information will help with artificial as well as natural reef habitat

Attachment A – SCOPE OF WORK

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management in coastal environments in central west Florida. By conducting systematic checks of artificial reefs deployed for varying amounts of time, as proposed in this study, managers will be able to better address long-term questions regarding rates of colonization and ecological succession of benthic assemblages, in addition to changes in physical characteristics of the habitats.

D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

- i. “Artificial reef” means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida’s managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- ii. “Sampling event” means a one-time diver survey collecting fish census data and conducting a material assessment. Diver surveys must consist of at least four qualified personnel on a specific reef site to collect the required information.

E. DATA STORAGE

- i. All data collected during field operations (e.g., navigation and positioning, still and video imagery in digital format, and multi-beam imagery) will be recorded in the field in an organized field notebook (e.g. spiral bound book, binder, or collection of completed survey forms) or digitally recorded on a ruggedized, military-grade shock resistant, travel hard drive or laptop. If the data is initially recorded in a field notebook, it will be transferred to an appropriate digital storage device (e.g. external hard drive or desktop computer) before the end of the Agreement. It is also recommended that a copy of the field data be placed on a secure server as well. The **RECIPIENT** will provide the **COMMISSION** with a copy of all project data that has been collected upon request.

2. DELIVERABLES

A. Deliverable #1 (Data Collection Training Course)

During the grant period, a total of one unit of this deliverable is expected.

i. Specific Project Deliverables and Associated Tasks

One unit for this deliverable consists of the successful completion of a training course lead by a qualified instructor with experience in fish sampling and identification in the Gulf of Mexico.

Attachment A – SCOPE OF WORK

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ii. Minimum Level of Performance

The training course will be in compliance with the requirements stated in the **DESCRIPTION OF GOODS/SERVICES**. The **RECIPIENT** shall widely advertise the course to interested/qualified individuals. All taught fish sampling methods will be as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. At least three (3) participants must attend the training and score at least 90% on the commission approved final exam.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be a copy of the course advertisement, power point or similar teaching tool addressing the material that was taught during the course, a sign in/out attendance sheet, and completed exams from all participants

iv. Timeline for Completion

A draft syllabus including the number of in-class hours, training content and exam will be submitted to the **COMMISSION** for approval at least 30 days prior to the class. All documentation as evidence of the training course performance will be submit prior to conducting any diver surveys (Deliverable #2).

B. Deliverable #2 (Diver Surveys)

During the grant period, a total of 18 units of this deliverable are expected (three per site). Survey locations eligible for reimbursement include only the reef sites described in **TABLE 1**.

i. Specific Project Deliverables and Associated Tasks

One unit for this deliverable consists of the successful completion of stationary observation fish census, roving diver fish census, and material assessment by a team of at least two (2) qualified divers that attended and passed the training course exam (Deliverable #1).

ii. Minimum Level of Performance

Sampling events will be in compliance with the survey procedures as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. Underwater horizontal visibility during a sampling event must be a minimum distance of at least 10 feet verified by a reference object 10 feet in distance from the surveyor.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be one (1) spreadsheet listing each reef surveyed providing information on the survey date, survey site and location, survey time, weather conditions/sea state, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application), survey method(s), types of reef materials surveyed, material relief, material condition and estimated horizontal underwater visibility. In addition, any problems experienced

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or unusual observations or situations during any portion of the surveys shall be described in the progress report.

Tabular data will be provided in a standard XLS, XLSX, or a CSV tabular format that can readily be imported into any database or spreadsheet software.

iv. Timeline for Completion

Details of sampling events completed will be submitted to the **COMMISSION** with the draft and final versions of the Data Analysis Summary (Deliverable #3 and #4).

C. Deliverable #3 (Draft Version of the Data Analysis Summary)

During the grant period, a total of one unit of this deliverable is expected.

i. Specific Project Deliverables and Associated Tasks

The **RECIPIENT** shall provide a draft version of the Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The draft version of the Data Analysis Summary will contain summaries of each monitoring event so far including date, dive/video conditions, physical descriptions of material stability, tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence), and any sea turtle observations. The purpose of the draft summary is to provide the **COMMISSION** a minimum 30-day review period to provide the **RECIPIENT** with peer review comments on the final analysis summary.

ii. Minimum Level of Performance

At a minimum, the Draft Data Analysis Summary draft shall contain the following:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A draft narrative section outlining project background, methods, results of material assessment and fish census, and completed and pending statistical analysis;
3. A draft discussion section that may outline:
 - a. conclusion and interpretation of results;
 - b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
 - c. possible future research questions;
 - d. problems that limited the results of the project.
4. Drafts or descriptions of applicable tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. Appendix of location maps for each survey sites containing the following:
 - a. Name of the site;
 - b. Date surveyed;

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- c. North Arrow and Scale Bar
- d. Reef material location
- 7. A tabular inventory, photo documentation and condition of artificial reefs monitored so far;
- 8. If requested, all digital images and video so far must be provided on accompanying CD(s), DVD(s), and/or USB;

iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic standard DOC, DOCX, or PDF document providing outlines of a written narrative, methods, results, statistical analysis, and discussion.

iv. Timeline for Completion

The draft version of the Data Analysis Summary will be submitted to the **COMMISSION** at least 60 days prior to the expiration date of the grant Agreement.

D. Deliverable #4 (Final Data Analysis Summary)

During the grant period, a total of one unit of this deliverable is expected.

i. Specific Project Deliverables and Associated Tasks

A Final Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The final Data Analysis Summary will contain summaries of each monitoring event including date, dive conditions, physical descriptions with tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence, biomass, benthic percent cover and relative abundance) and sea turtle observations. The Final Data Analysis Summary will also incorporate any feedback from the **COMMISSION** that was given in response to the Draft Data Analysis Summary.

ii. Minimum Level of Performance

At a minimum, the final Data Analysis Summary shall contain the following:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results of material assessment and fish census, and statistical analysis;
3. A discussion section to provide:
 - a. conclusion and interpretation of results;
 - b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
 - c. possible future research questions;
 - d. problems that limited the results of the project.
4. Tables, images, charts, and graphs;

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5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. Appendix of location maps for each survey sites containing the following:
 - a. Name of the site;
 - b. Date surveyed;
 - c. North Arrow and Scale Bar
 - d. Reef material location
7. A tabular inventory, photo documentation and condition of artificial reefs monitored;
8. All raw and summarized data, formatted in accordance with FWC standards, must be provided on accompanying CD(s), DVD(s), and/or USB;
9. If requested, all digital images and video must be provided on accompanying CD(s), DVD(s), and/or USB;
10. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (=) file on a CD rom or USB, suitable for posting on the internet.
11. Demonstrated incorporation of edits and feedback provided by the **COMMISSION**.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic PDF document completed to the satisfaction of the **COMMISSION** providing a written narrative, methods, results, statistical analysis, and discussion.

iv. Timeline for Completion

The Final Data Analysis Summary will be submitted to the **COMMISSION** prior to the expiration date of the grant Agreement.

3. FINANCIAL CONSEQUENCES

- A. If survey data is not in compliance with the standards set forth in this Scope of Work, the budget amount allocated for that deliverable unit will be deducted from the **RECIPIENT's** payment.
- B. If the Data Analysis Summary is not provided to the satisfaction of the **COMMISSION**, the budget amount allocated for that deliverable unit will be deducted from the **RECIPIENT's** payment.
- C. If the **RECIPIENT** fails to produce each deliverable unit within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable unit will be deducted from the **RECIPIENT's** payment.

Attachment A – SCOPE OF WORK

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Table 3 Deliverable Units Cost Summary

Monitoring Deliverables	Number of Units	Cost Per Unit	Total Cost
#1 – Data Collection Training Course	1	\$500	\$500
#2 – Diver Surveys	18	\$250	\$4,500
#3 – Draft Data Analysis Summary	1	\$1,000	\$1,000
#4 – Final 2 Data Analysis Summary	1	\$4,000	\$4,000
TOTAL			\$10,000

4. PERFORMANCE

- A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 3 month intervals beginning from the date of execution of this agreement. An email to the **COMMISSION's** Contract Manager describing activities that occurred pertaining to this Agreement will be an acceptable progress report.
- B. The **RECIPIENT** shall provide the **COMMISSION** at least a 14 day notice prior to the scheduled data collection training course of the scheduled date and time of the course to allow **COMMISSION** staff to attend.
- C. Any published articles related to this artificial reef activity shall acknowledge funding from the Florida Fish and Wildlife Conservation Commission, and reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.
- D. The **RECIPIENT** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.
- E. The **RECIPIENT** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **RECIPIENT** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.
- F. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
- G. With the exception of lionfish (*Pterois sp.*) eradication, the harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2023-24	FWC Agreement No.	23055
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and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this Agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this Agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this Agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **RECIPIENT** shall be compensated for a maximum of \$10,000.00 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment C.

B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of all deliverables and must be received by the **COMMISSION** no later than December 31, 2024 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

C. TRAVEL EXPENSES

No travel expenses are authorized under the terms of this Agreement.

6. MONITORING SCHEDULE

No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

8. SUBCONTRACTS

See Agreement for applicable terms and conditions related to subcontracts.

9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2023-24	FWC Agreement No.	23055
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11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

12. NON-EXPENDABLE PROPERTY

The **RECIPIENT** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$5,000 or more for performance under this Agreement.

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Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

ATTACHMENT B
AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission to the grantee may be subject to audits and/or monitoring by the Florida Fish and Wildlife Conservation Commission, as described in this section.

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 the Florida Fish and Wildlife Conservation Commission staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Florida Fish and Wildlife Conservation Commission. In the event the Florida Fish and Wildlife Conservation Commission determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by the Florida Fish and Wildlife Conservation Commission staff to the grantee regarding such audit. The grantee 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 grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee 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 form lists the federal resources awarded through the Florida Fish and Wildlife Conservation Commission by this agreement. In determining the federal awards expended in its fiscal year, the grantee shall consider all sources of federal awards, including federal resources received from the Florida Fish and Wildlife Conservation Commission. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee 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 grantee 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,

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from grantee resources obtained from other than federal entities).

Part II: State Funded

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

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such grantee (for fiscal years ending June 30, 2017, and thereafter), the grantee 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 form lists the state financial assistance awarded through the Florida Fish and Wildlife Conservation Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Florida Fish and Wildlife Conservation Commission, 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 grantee 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 grantee 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. If the grantee 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 grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

Note: This Part should be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by federal or state laws and is not in conflict with other federal or state audit requirements). Pursuant to section 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Part IV: 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 form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides 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 form shall be submitted by or on behalf of the grantee directly to each of the following:

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

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

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

- 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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the grantee directly to:

The Commission at each of the following addresses:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

4. Any reports, management letters, or other information required to be submitted to the Florida Fish and Wildlife Conservation Commission 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.
5. Grantees, when submitting financial reporting packages to the Florida Fish and Wildlife Conservation Commission 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 grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Florida Fish and Wildlife Conservation Commission, or its designee, the CFO, or Auditor General access to such records upon request. The grantee shall ensure that audit working papers are made available to the Florida Fish and Wildlife Conservation Commission, 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 Florida Fish and Wildlife Conservation Commission.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Note: If the resources awarded to the grantee represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:

not applicable

2. Federal Program B:

not applicable

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

Note: If the resources awarded to the grantee represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:

not applicable

2. Federal Program B:

not applicable

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the grantee to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the grantee must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referred to.

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

Note: If the resources awarded to the grantee for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:

not applicable

2. Federal Program B:

not applicable

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the grantee represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:

Florida Artificial Reef Program, 77-007: \$10,000

2. State Project B:

not applicable

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

1. State Project A:

- A. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded.
- B. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.
- C. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

2. State Project B:

not applicable

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the grantee.

For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the *Reference Guide for State Expenditures* published by the Department of Financial Services and found [here](#), invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract. FWC is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. 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 the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and 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.
- (2) 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.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- (4) 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.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies 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.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

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(11)

**NOTICE OF PUBLIC HEARING
PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, January 2, 2024 at 6:00 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to consider an application for SPECIAL EVENT PERMITS (MUD-BOG) to be held on February 29th – March 3rd and October 10th – 13th, 2024 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing 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.

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

JAMIE ENGLISH District 1	JIM MOODY District 2	MICHAEL NEWMAN District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: **\$250.00**

PERMIT TYPE: MUD BOG DATE: 10/18/23

APPLICANT NAME: 3 Ponds, LLC DBA Iron Horse Mud Ranch

MAILING ADDRESS: 8999 S. US 19, Perry, Florida 32348

PROPERTY OWNER: Big Ponds, LLC

PROPERTY ADDRESS: 8999 S. US 19

PHONE#: (319) 290-0008 PARCEL #: 08744-200 & 08743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|--------------------------|--------------------------|
| 1. <u>Big Ponds, LLC</u> | 2. <u>Jack Fernandez</u> |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S): START: February 29, 2024 END: March 3, 2024

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

* = See attachment for Daily Hours

EXPECTED ATTENDANCE: 1,000 + MAXIMUM ATTENDANCE: Not Determined

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

SANITARY FACILITIES PROVIDER: F. W. Murray & Son's Sanitation, LLC (850) 672-0103

SOLID WASTE CONTRACTOR: Pop's Sanitation (850) 973-7809

ATTACH THE FOLLOWING

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

IRON HORSE MUD RANCH

IRON HORSE MUD RANCH
8999 US HIGHWAY 19 S
Perry, FL 32348
319-283-4943
Karilarson24@gmail.com
Ironhorsemudranch.com

Attachment Mud Bogging Hours of Operation:

Thursday Feb 29 gates open 7am

No Mud Bogging Thursday

Thursday Feb 29 No Mud Bogging activity

Thursday Feb 29 Music playing music at the stage till midnight

Friday March 1 Mud Bogging starts 7am runs till 7pm

Friday March 1 Tugs and Music at stage runs till midnight

Saturday March 2 Mud Bogging starts 7am till 7pm

Saturday March 2 Tugs and Music at stage runs till midnight

Sunday March 3 Mud Bogging starts 7am runs till noon

Sunday March 3 all activities end at 4pm Gates Close

Gates are open 24 hours a day for patrons coming and going in and out of event

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

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

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: 10/18/23

APPLICANT NAME: 3 Ponds, LLC DBA Iron Horse Mud Ranch

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

PROPERTY OWNER: Big Ponds, LLC

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

PHONE#: 319-290-0008

8744-200
PARCEL #: 8743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|--------------------------|--------------------------|
| 1. <u>Big Ponds, LLC</u> | 2. <u>Jack Fernandez</u> |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S):	START: <u>Oct 10 2024</u>	END: <u>Oct 13 2024</u>
	<u>Daily hours see attachment</u>	<u>Daily Hours see attachment</u>

HOURS OF OPERATION:	START: <u>7:00 a.m.</u>	END: <u>7:00 p.m.</u>
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EXPECTED ATTENDANCE: <u>1000+</u>	MAXIMUM ATTENDANCE: <u>No way to determine</u>
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SECURITY PROVIDER: <small>(Attach statement from provider)</small>	SHERIFFS OFFICE <u>*</u>	PRIVATE SECURITY <u>*</u>
---	--------------------------	---------------------------

SANITARY FACILITIES PROVIDER: F.W. Murray & Son's Sanitation, LLC 850-672-0103

SOLID WASTE CONTRACTOR: Pops Sanitation 850-973-7809

ATTACH THE FOLLOWING

- 1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.**
- 2. Exact location, legal description, area and shape of the land on which the event will take place.**
- 3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.**
- 4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).**
- 5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.**
- 6. Copy of Contract for Solid Waste Disposal.**
- 7. Copy of Contract for Sanitary Waste Disposal.**
- 8. Entry Consent, Adjoining Property Owner, and Hold Harmless agreements signed and notarized.**
- 9. A map drawn to scale of at least 1" = 400', showing:**
 - a. Property location;**
 - b. Location of highways, roads, lots and lands within 660 feet activity;**
 - c. Location of parking area and all incidental uses;**
 - d. All interior access ways;**
 - e. Access to the property;**
 - f. Location of toilet, medical, and drinking facilities.**
- 10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.**
- 11. Signed waiver from all property owners within 660 feet of the activity.**
- 12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.**

IRON HORSE MUD RANCH

IRON HORSE MUD RANCH
8999 US HIGHWAY 19 S
Perry, FL 32348
319-283-4943
Karilarson24@gmail.com
Ironhorsemudranch.com

Attachment Mud Bogging Hours of Operation:

Thursday

Oct 10 gates open 7am

No Mud Bogging Thursday

Thursday

Oct 10 No Mud Bogging activity

Thursday Oct 10 Music playing music at the stage till
midnight

Friday Oct 11 Mud Bogging starts 7am runs till 7pm

Friday Oct 11 Tugs and Music at stage runs till midnight

Saturday

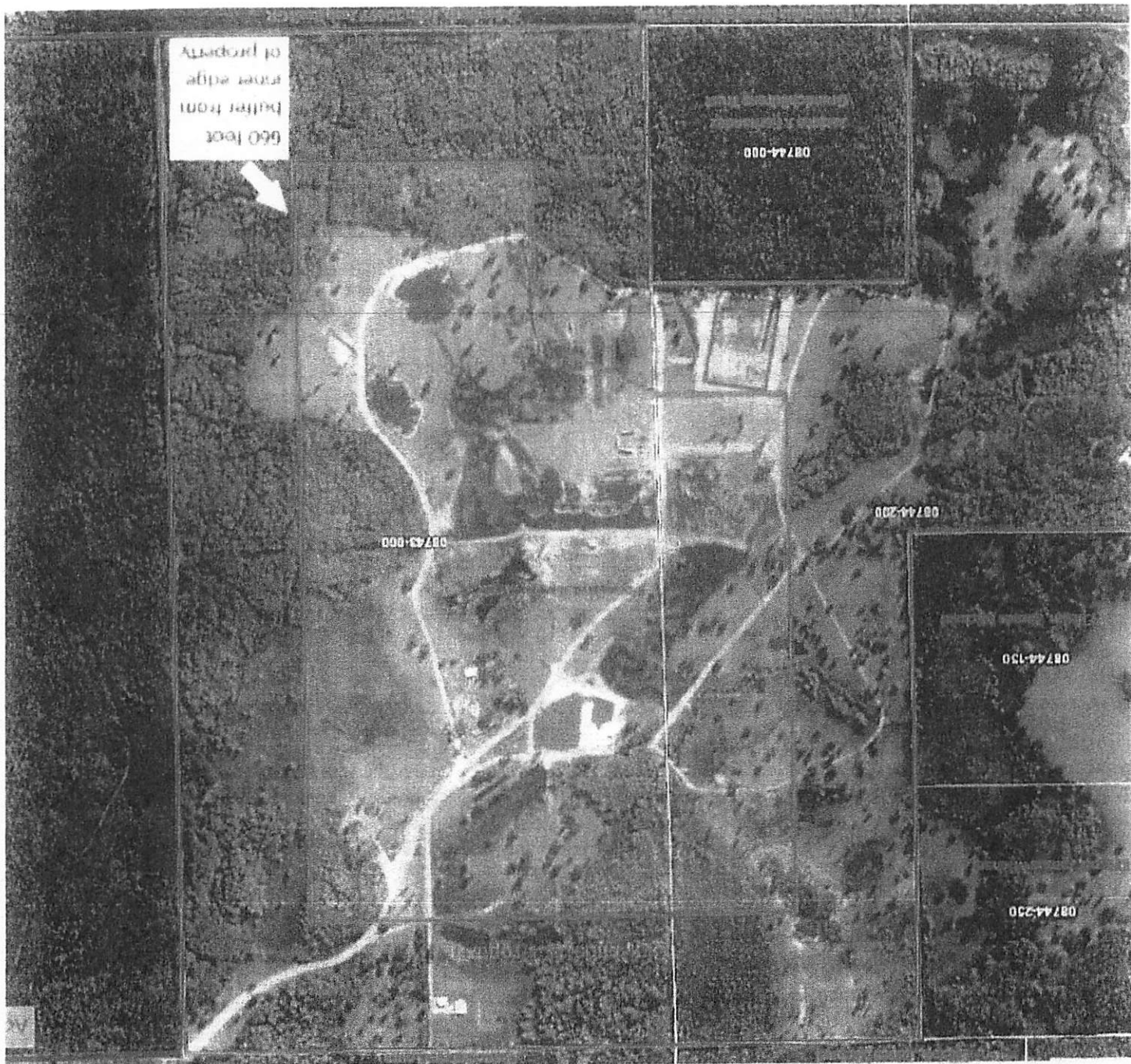
Oct 12 Mud Bogging starts 7am till 7pm

Saturday Oct 12 Tugs and Music at stage runs till
midnight

Sunday Oct 13 Mud Bogging starts 7am runs till noon

Sunday Oct 13 all activities end at 4pm Gates Close

Gates are open 24 hours a day for patrons coming
and going in and out of event



660 feet
buffer from
river edge
of property

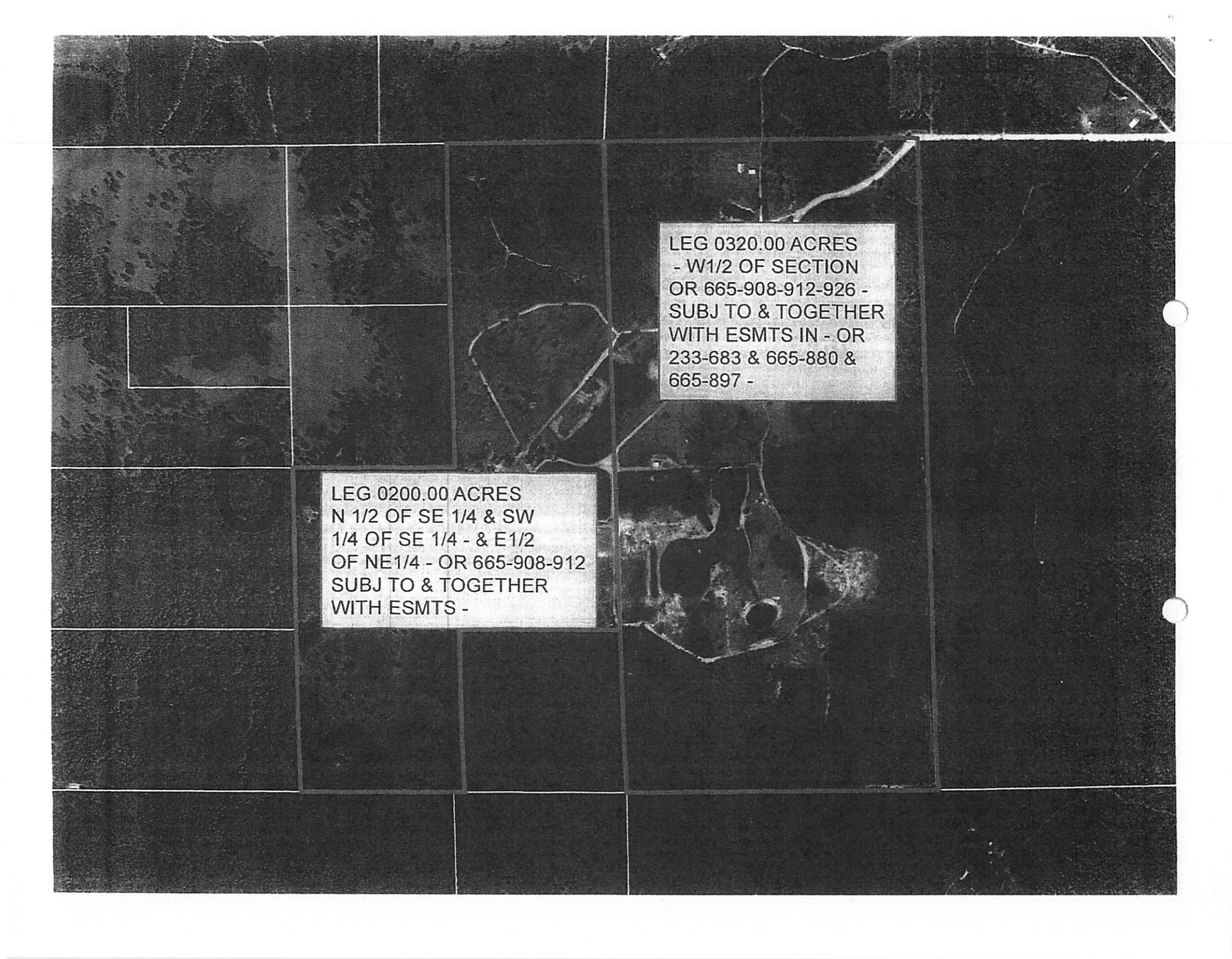
08744-000

08744-200

08743-000

08744-150

08744-250

An aerial photograph showing a land survey grid. The grid is composed of several rectangular sections. Two specific areas are highlighted with white text labels. The label in the upper right points to a section of the grid, and the label in the lower left points to another section. The background is a dark, textured aerial view of the land.

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

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

SPECIAL EVENT WAIVER

DATE: 10-15-23

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

Big Ponds
Print Name

[Signature]
Signature

SPECIAL EVENT WAIVER

DATE: _____

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

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

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

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

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

Print Name

Signature

PREPARED BY AND RETURN TO:
OSCAR M. HOWARD, III
ATTORNEY AT LAW, P.A.
P.O. DRAWER 22
PERRY, FL. 32348

LICENSE AGREEMENT

THIS LICENSE made and entered into this _____ day of _____, 2018, by and between
BIG PONDS, LLC, a Florida Limited Liability Company (LICENSOR) and JACINTO J. FERNANDEZ
GRANDCHILDREN'S IRREVOCABLE TRUST (LICENSEE), collectively referred to as the "Parties".

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set
forth, the Parties agree as follows:

1. DESCRIPTION OF PREMISES:

LICENSOR hereby grants to LICENSEE the right to travel across property listed in Exhibit "A".
LICENSEE agrees to use only existing roads to access LICENSEE'S property.

2. TERM:

This License Agreement is effective on the date of proper execution by both Parties. This License Agreement will be recorded in the public records of Taylor County, Florida and will run with the property until, and shall expire, when an agreed upon Ingress/Egress Easement for the benefit of the JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST has been recorded in the public records of Taylor County, Florida. This License Agreement may be terminated as indicated TERMINATION section below.

3. COMPENSATION:

The Parties acknowledge that the LICENSOR has received good, valuable, and sufficient consideration from LICENSEE for the privileges granted herein.

4. NON REVOCABLE WAIVER

LICENSEE agrees to execute a non-revocable Special Event Mud Bog Waiver for a period of 10 years. LICENSEE also agrees to limit the guests and invitees during event weekends to relatives within the 2nd degree of consanguinity.

5. USE OF LICENSED PREMISES:

LICENSEE shall use designated areas within the Licensed Premises only for the purpose of Ingress and Egress to LICENSEE'S property. The Licensed Premises shall not be used for any other purpose whatsoever without written consent of LICENSOR. LICENSEE covenants that it will not, without written consent of LICENSOR, permit the Licensed Premises to be used or occupied by any person, firm, entity, or corporation other than LICENSEE and its invitees. LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted, and nothing shall be kept in or about said premises which will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. LICENSEE shall not permit the Licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

LICENSEE shall contact the following representative of LICENSOR, to inform of LICENSEE's presence, at least twelve (12) hours prior to date of the use of the Licensed Premises:

**Henry Lee, Property Manager
(850) 843-4246**

Or

**Kari Larson
(319) 290-0008**

LICENSOR shall provide LICENSEE with a key to access LICENSEE'S property.

6. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alteration, adjustment, partition, addition or improvement to the Licensed Premises or any part thereof without obtaining prior written consent of LICENSOR. All requests by LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall, at the LICENSOR'S sole discretion, remain the exclusive property of LICENSOR or be removed by LICENSEE, upon LICENSOR'S request. In the event that LICENSOR requests removal, LICENSEE shall perform, at its sole cost, removal in a manner which shall return the Licensed Premises to the condition in which they were received. Any costs necessary to restore or prepare the Licensed Premises for return shall be the sole responsibility of LICENSEE. All such alterations or improvements shall be made at the sole cost and expense of LICENSEE.

LICENSEE shall keep the Licensed Premises in a clean, safe, and sanitary condition. LICENSEE agrees that LICENSEE or invitees of LICENSEE will not hunt or discharge firearms on LICENSOR's property.

1/21

7. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign all or any portion of the Licensed Premises during any term of this License Agreement. Should LICENSEE attempt to assign this license, then the license shall be terminated forthwith, automatically, by operation of this clause, without prior notice to LICENSEE.

8. PERSONAL PROPERTY:

LICENSEE acknowledges that all personal property placed upon the Licensed Premises shall remain the property of LICENSEE or invitee of LICENSEE as the case may be, and shall be placed upon the property at the risk of LICENSEE, or LICENSEE's invitees.

9. HOLD HARMLESS:

LICENSEE agrees to indemnify and hold LICENSOR harmless from any action arriving out of use of LICENSOR'S property by LICENSEE or invitee of LICENSEE.

10. TERMINATION:

This License Agreement shall terminate upon the recording of an Ingress/Egress Easement for the benefit of the JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST in the public records of Taylor County, Florida.

11. MAINTENANCE, REPAIR, AND DAMAGE OF LICENSED PREMISES:

It shall be the responsibility of LICENSEE to keep the Licensed Premises clean, safe, sanitary, and free from trash and debris. The upkeep and maintenance of all areas herein used by LICENSEE shall be borne by LICENSEE. LICENSEE shall be fully responsible for damage of any kind or nature to the Licensed Premises and LICENSOR'S property located thereon caused by the use of the Licensed Premises by LICENSEE or invitees of LICENSEE. LICENSEE shall be fully responsible for any and all repairs or replacement deemed necessary by LICENSOR to return the Licensed Premises and LICENSOR'S property to the condition existing at the commencement of this Revocable License, normal wear and tear excluded. LICENSEE shall maintain the premises in accordance with the terms and conditions of this Revocable License Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

LICENSEE shall give to LICENSOR, or its agent, prompt written notice, in compliance with the NOTICES provision below, of any occurrence, incident, or accident occurring on or damage to the Licensed Premises.

11

12. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

13. MATERIALITY AND WAIVER OF BREACH:

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Revocable License Agreement, and each is, therefore, a material term hereof.

LICENSOR'S failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. NOTICES:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

Notice to LICENSOR shall be addressed to:

O.M. HOWARD, III
P. O. Box 22
Perry, Florida 32348

With a copy mailed to:

Licensee:
Vincent Fernandez
7940 Lake St. James Lane
Odessa, FL 33556

15. ASSIGNMENT AND PERFORMANCE:

Neither this License Agreement nor any interest herein shall be assigned, transferred, or encumbered by LICENSEE.

16. THIRD PARTY BENEFICIARIES:

Neither Party intends to directly or substantially benefit a third party by this License. Therefore, the Parties acknowledge that there are no third party beneficiaries to this License and that no third party shall be entitled to assert a right or claim against either of them based upon this License.

17. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this License Agreement.

18. SEVERANCE:

In the event this License Agreement or a portion of this License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless LICENSOR or LICENSEE elects to terminate this License Agreement. The election to terminate this License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

19. JOINT PREPARATION:

The Parties and their counsel have participated fully in the drafting of this License Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

20. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

21. INCORPORATION BY REFERENCE:

The attached Exhibit "A" is incorporated into and made a part of this Agreement.

22. REPRESENTATION OF AUTHORITY:

Each individual executing this License Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this License Agreement, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such party and does so with full legal authority.

23. MULTIPLE ORIGINALS:

This License Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement on the respective dates under each signature:

WITNESSES:

BIG PONDS, LLC

By:

Signature

_____ day of _____, 2018

Print name

Signature

Print name

LICENSEE

WITNESSES:

By: VINCENT FERNANDEZ, AS
TRUSTEE OF JACINTO J. FERNANDEZ
GRANDCHILDREN'S IRREVOCABLE TRUST

Signature

Print name

_____ day of _____, 2018

Signature

Print name



GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS
LICENSE NUMBERS B1400294 / DS150019 / A1600002

To: Taylor County Florida Board of County Commissioners

201 E Green St, Perry Florida

From: Tracy Dowdy Manager Guardians LLC

22065 109th Drive Obrien FI 32071

Subject: Iron Horse Mud Ranch

Greetings Commissioner's, this letter is to inform you that Guardians Inc. will be providing Security Services for Iron Horse Mud Ranch. Located at 8999 US 19 Perry Florida 32348 on February 28th, thru March 3rd 2024 and October 10th thru 13th 2024 in accordance with Taylor County Ordinaces.

Thank You,

Tracy Dowdy

11/05/2021

Per argumentum VERITAS

22065 109th Drive Obrien, Florida 32071

386-266-3769



GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS
LICENSE NUMBERS B1400294 / DS150019 / A1600002

To: Taylor County Florida Board of County Commissioners

201 E Green St, Perry Florida

From: Tracy Dowdy Manager Guardians LLC

22065 109th Drive Obrien Fl 32071

Subject: Iron Horse Mud Ranch

Greetings Commissioner's, this letter is to inform you that Guardians LLC will be providing Security Services for Iron Horse Mud Ranch. Located at 8999 US 19 Perry Florida 32348 on Oct. 13-16 2022 in accordance with Taylor County Ordinances.

Thank You.

Tracy Dowdy

03/17/2022

Per argumentum VERITAS

22065 109th Drive Obrien, Florida 32071

386-266-3769



November 2, 2023

Ref: Iron Horse Mud Ranch Mud Bogs

To Whom it May Concern:

This letter is to verify that Century Ambulance Service will provide Advanced Life Support ambulance coverage to the Iron Horse Mud Ranch Mud Bogs on the following dates in 2024.

2/29/2024 through 3/3/2024

10/10/2024 through 10/13/2024

This coverage does include a dedicated ALS unit on site for the duration of each event.

Please feel free to contact me for any further information needed.

Sincerely,

Karen C. Robeson
General Manager-CAS East
Century Ambulance Service, Inc.
O: 904.356.2828 | M: 904.545.3611



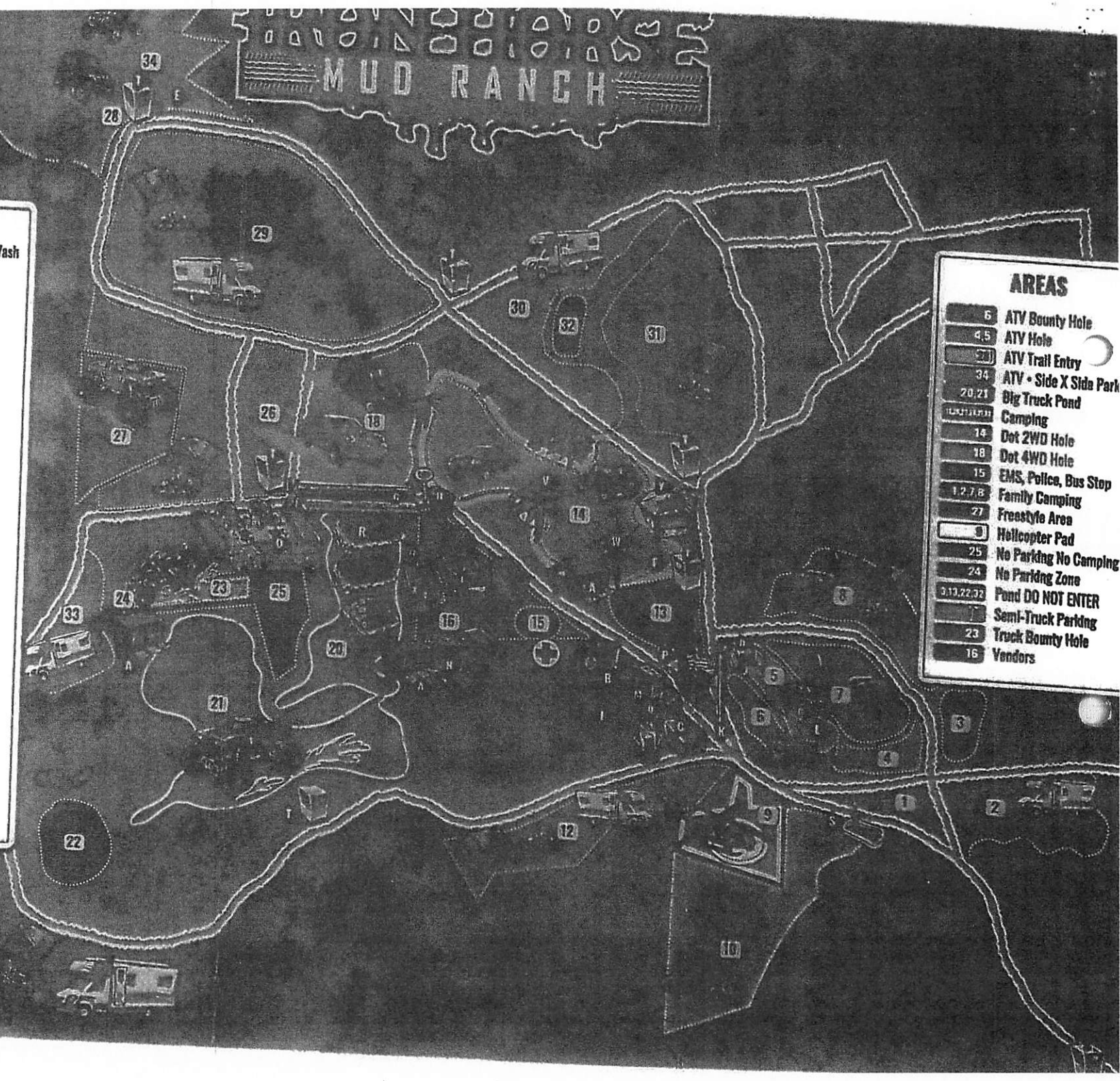
MUD RANCH

ATTRACTIONS

- A 3x Shower Stations/truck Wash
- B Air Water Station
- C Iron Horse Merchandise
- D Atv Wash Station
- E Back ATV Area
- F Beach
- G Bridge
- H Bus Stop
- I Compound Area(Off Limits)
- J Death Ball
- K Flag Pole
- L Front ATV Area
- M Fuel Station
- N Henry's Hideaway
- O Horsapower Village
- P Kids Village
- Q Media Center/atm
- R Obstacle Course
- S Rv Dump Station
- T Security Booths
- U Security Command Center
- V Small Truck Pit
- W Star
- X Stage - Tug Pad
- Y Tiki Hut

AREAS

- 6 ATV Bounty Hole
- 4,5 ATV Hole
- 31 ATV Trail Entry
- 34 ATV - Side X Side Park
- 20,21 Big Truck Pond
- Camping
- 14 Dot 2WD Hole
- 18 Dot 4WD Hole
- 15 EMS, Police, Bus Stop
- 1,2,7,8 Family Camping
- 27 Freestyle Area
- 9 Helicopter Pad
- 25 No Parking No Camping
- 24 No Parking Zone
- 3,12,22,32 Pond DO NOT ENTER
- Semi-Truck Parking
- 23 Truck Bounty Hole
- 16 Vendors



HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.
2. I hereby agree 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.

YURI LARSON
Print Name


Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, YURI LARSON personally known to me () produced identification () 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 22 day of October, 2022.



CAROL WEATHERLY
Commission # HH 141773
Expires June 13, 2025
Bonded Thru Budget Notary Services


NOTARY PUBLIC

My Commission Expires

ENTRY CONSENT AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

KARL LARSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARL LARSON, personally known to me (☒) produced identification (☐) 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 27 day of October, 2021.



CAROL WEATHERLY
Commission # HH 141773
Expires June 13, 2025
Bonded Third Budget Notary Services

[Signature]
NOTARY PUBLIC

My Commission Expires:

ADJOINING PROPERTY OWNER AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held

KARL LUKSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARL LUKSON, personally known to me () produced identification () 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 may hand and official seal this 17 day of March, 2022



CAROL WEATHERLY
Commission # 11111111
Expires June 13, 2025
Bonded Thru Budget Notary Services

NOTARY PUBLIC

My Commission Expires:



Pop's Sanitation Services, LLC
P.O. Box 1022, Monticello, FL 32344
1-855-563-9400

To whom it may concern,

Pop's Sanitation Services will be providing the trash service for Iron Horse Mud Ranch their next 2 events on February 28th - March 3rd, 2024 and October 10th - 13th, 2024. Please let us know if you have any questions!

Thank you,
Pop's Sanitation Service



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2022

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

Swann Insurance Agency Inc
105 1/2 N. Jefferson St
Perry, FL 32347

CONTACT NAME: Leslie Anderson

PHONE (A/C No. Ext): 850-584-5800

FAX (A/C No):

E-MAIL ADDRESS: swanninsurance@fairpoint.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Kinsale Insurance Company

INSURER B: Kinsale Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

3 Ponds LLC- DBA Iron Horse Mud Ranch
8999 US Highway 19 South
Perry, FL 32348

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.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR. RSD: WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		0100158707-1	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	OTHER:					
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	OWNED AUTOS ONLY	SCHEDULED AUTOS				
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		0100130527-2	07/30/2022	07/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	EXCESS LIAB	CLAIMS-MADE				
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

Taylor County Board of County Commissioners
201 East Green Street
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

Leslie Anderson (A313647)

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**F.W. Murray & Son's Sanitation, LLC
P.O. Box 1328
Perry, Florida 32348**

October 20, 2023

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: Feb 29- March 3, 2024 and October 10-13, 2024

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

**Sincerely,
F.W. Murray
Owner**



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

10/30/2023

To Whom It May Concern;

Taylor County Fire Rescue will provide the Iron Horse Mud Ranch a dedicated two person fire crew with fire apparatus on Thursday February 29th, Friday March 1st, and Saturday March 2nd from the hours of 07:00 AM to 10:00 PM to meet the needs for fire protection services. These hours may be extended subject to the any scheduled events or conditions of the day. This service will complement the event staff with mobile fire extinguishers. On the closing day of March 3rd fire protection provided by event staff with mobile fire extinguishers along with normal Taylor County Fire Rescue 911 response.

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel
Fire Chief



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

10/30/2023

To Whom It May Concern;

Taylor County Fire Rescue will provide the Iron Horse Mud Ranch a dedicated two person fire crew with fire apparatus on Thursday October 10th, Friday October 11th, and Saturday October 12th from the hours of 07:00 AM to 10:00 PM to meet the needs for fire protection services. These hours may be extended subject to the any scheduled events or conditions of the day. This service will complement the event staff with mobile fire extinguishers. On the closing day of October 13th fire protection provided by event staff with mobile fire extinguishers along with normal Taylor County Fire Rescue 911 response.

Dan Cassel
Fire Chief

**NOTICE OF PUBLIC HEARING
PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, January 2, 2024 at 6:00 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to consider an application for SPECIAL EVENT PERMITS (MUD-BOG) to be held on February 29th – March 3rd and October 10th – 13th, 2024 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing 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.

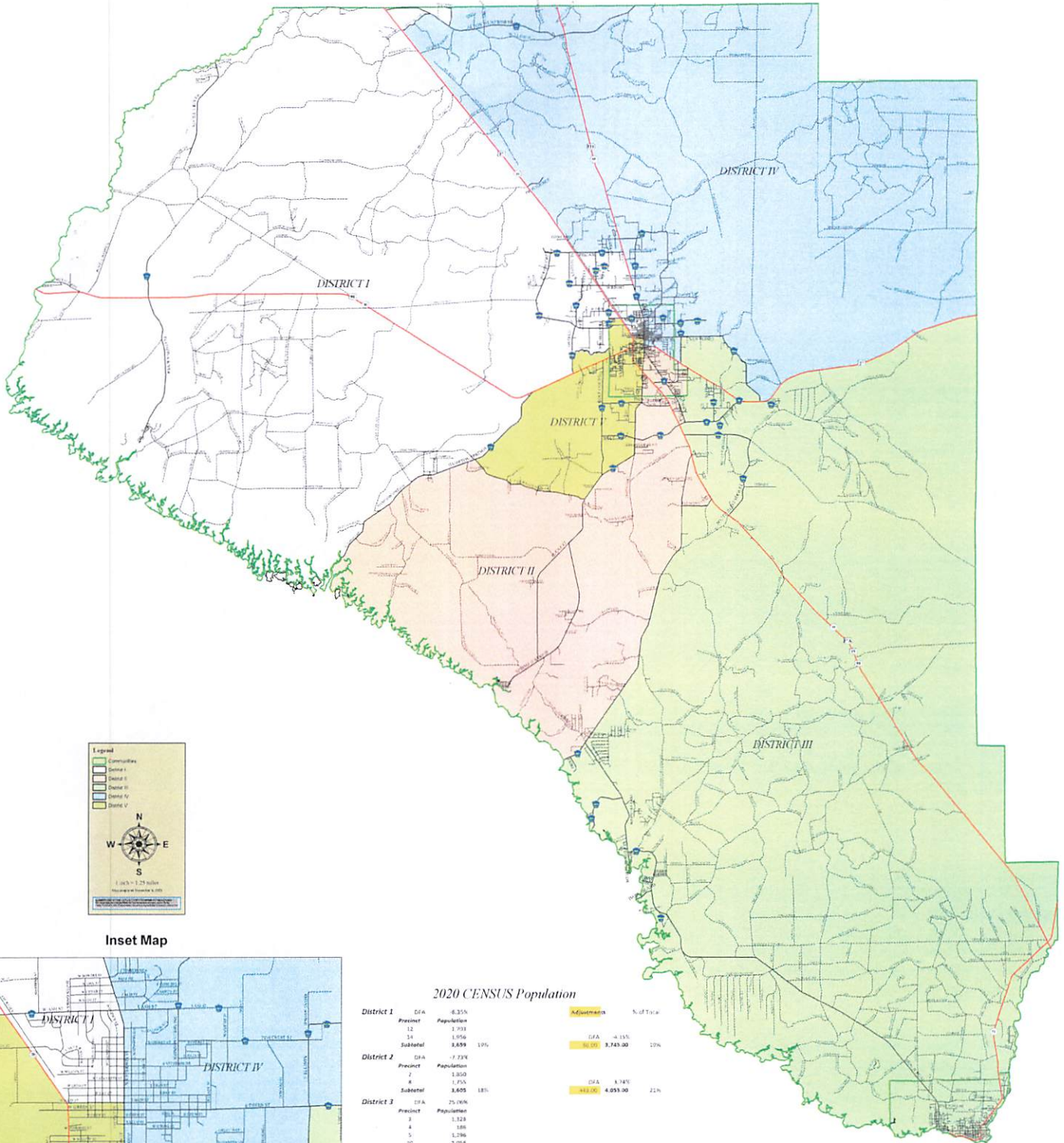
BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

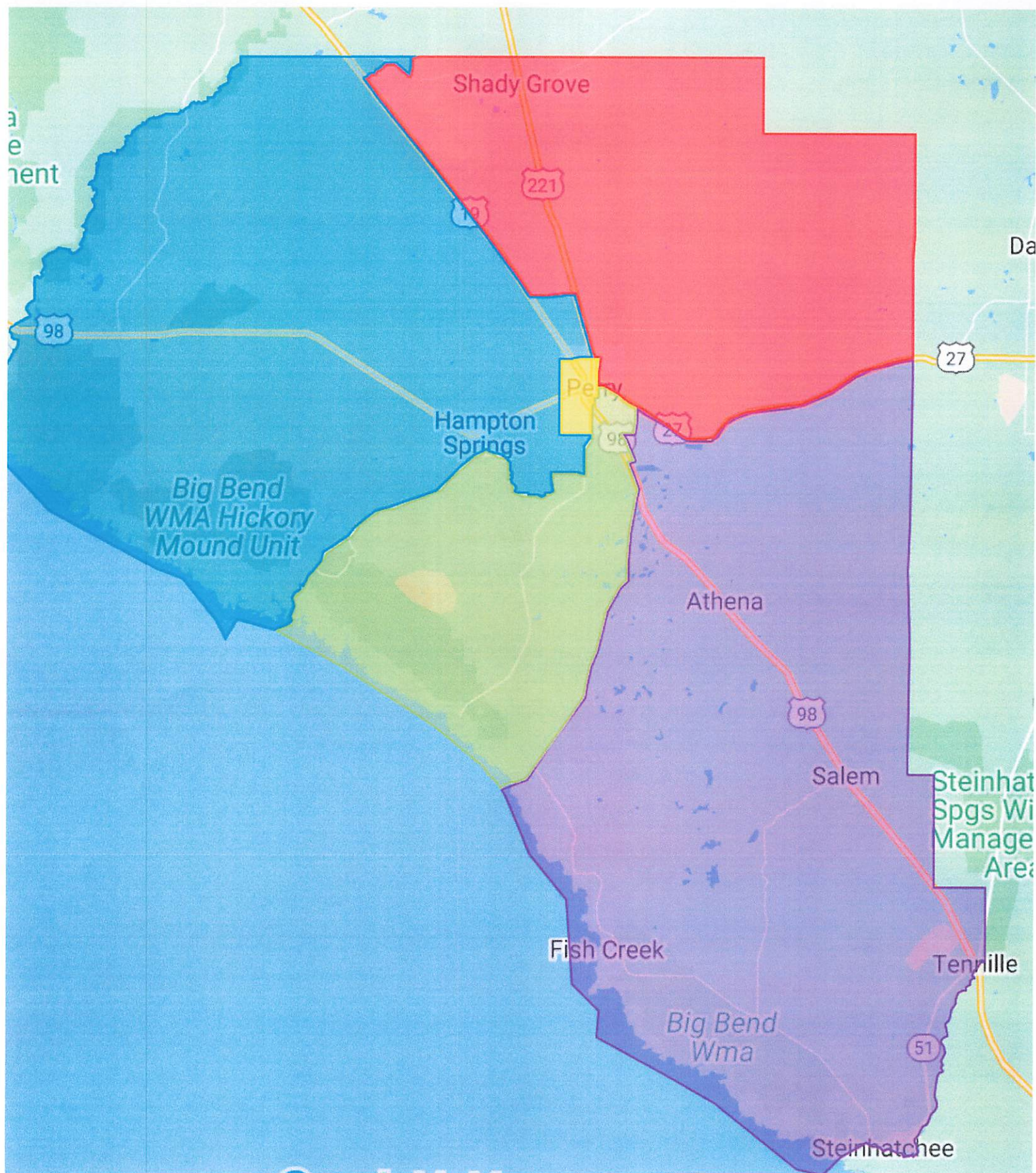
Salina Grubbs

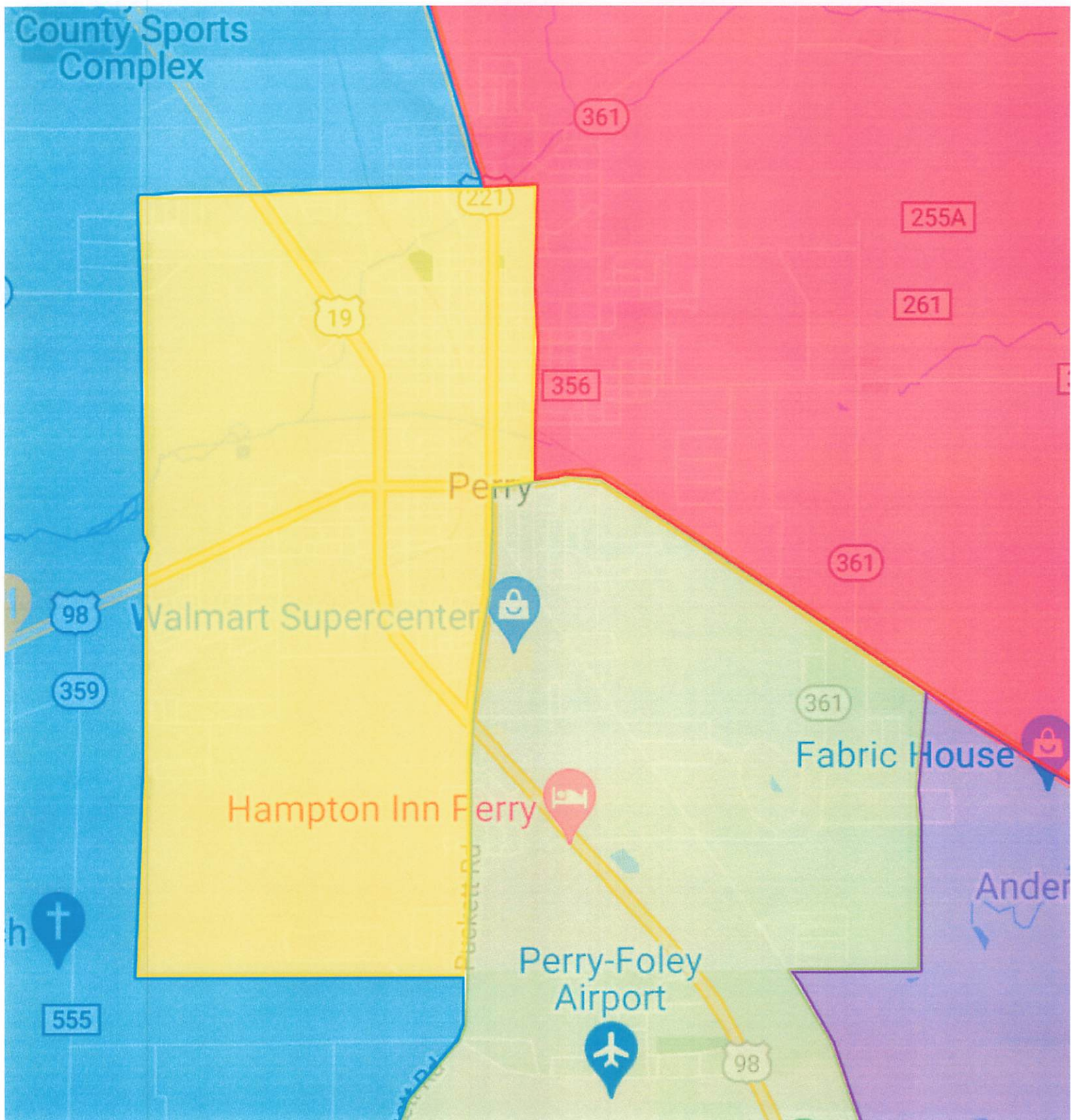
From: Earl Ketring <building.director@taylorcountygov.com>
Sent: Monday, December 18, 2023 12:30 PM
To: Classifieds@Perrynewspapers. Com (classifieds@perrynewspapers.com); Salina Grubbs
Subject: mud bog
Attachments: Iron Horse Public Notice March 2024.doc

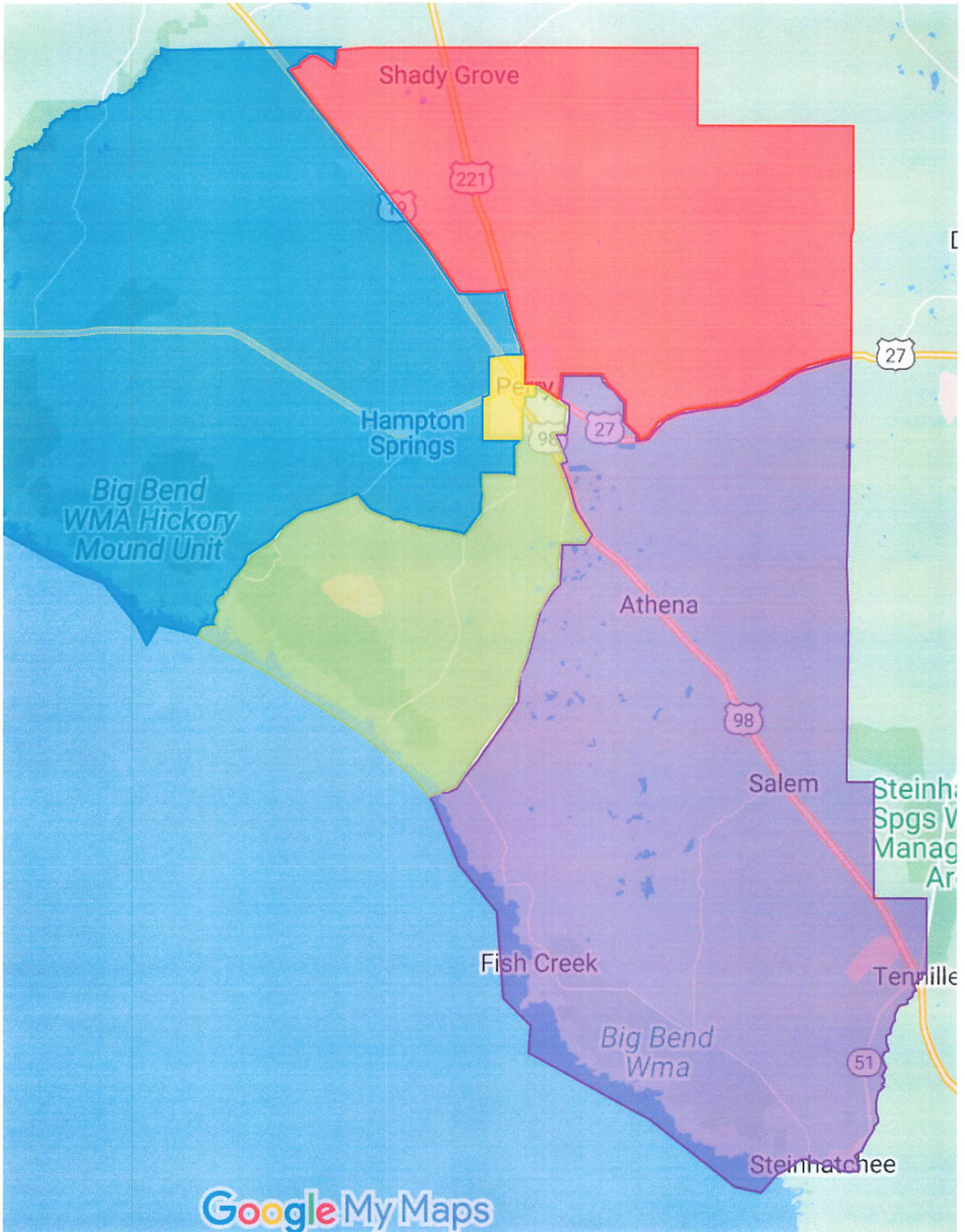
 You don't often get email from building.director@taylorcountygov.com. [Learn why this is important](#)

Mud bog public hearing









Shady Grove

221

Hampton Springs

Perry

Big Bend
WMA Hickory
Mound Unit

Athena

98

Salem

Steinha
Spgs V
Manag
Ar

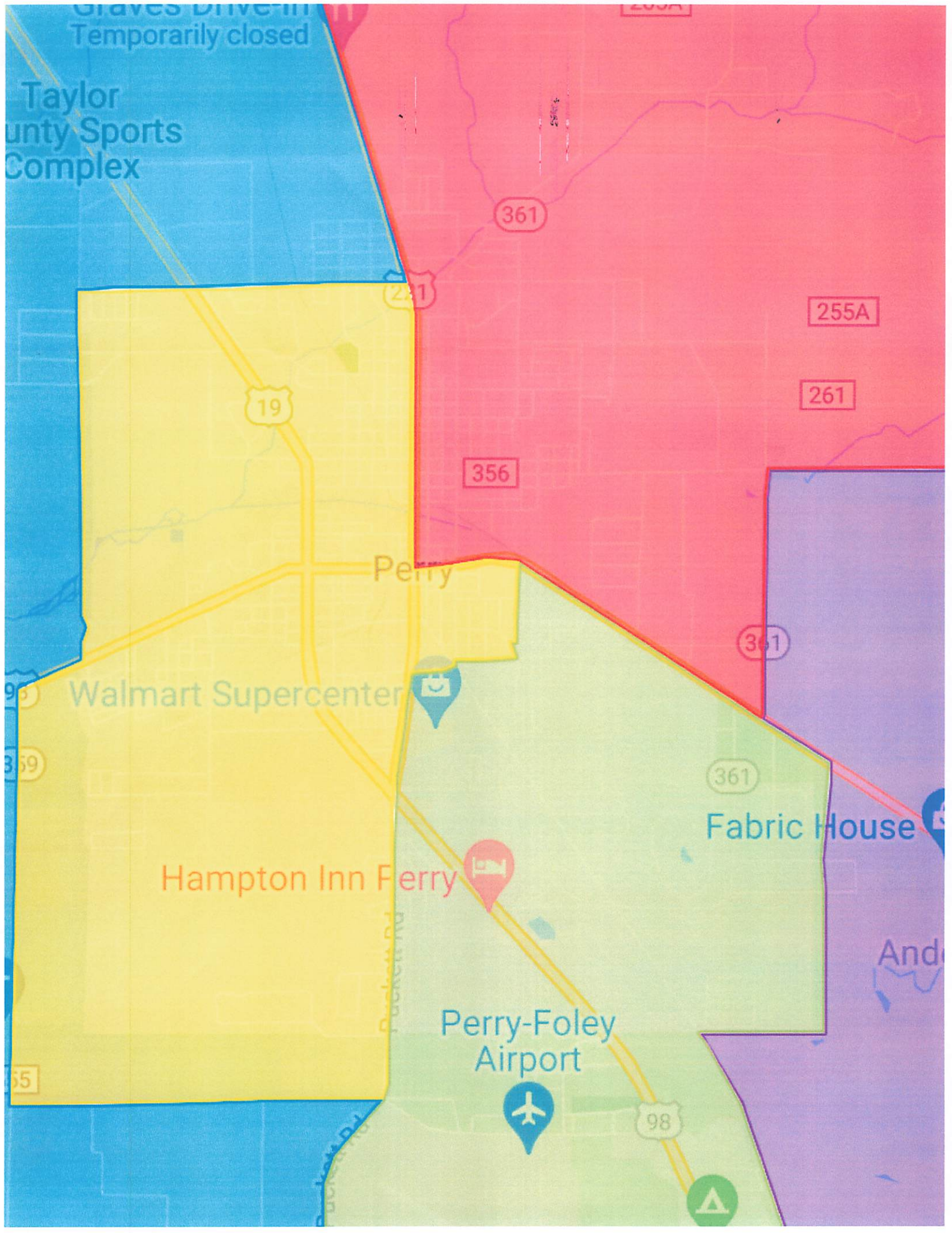
Fish Creek

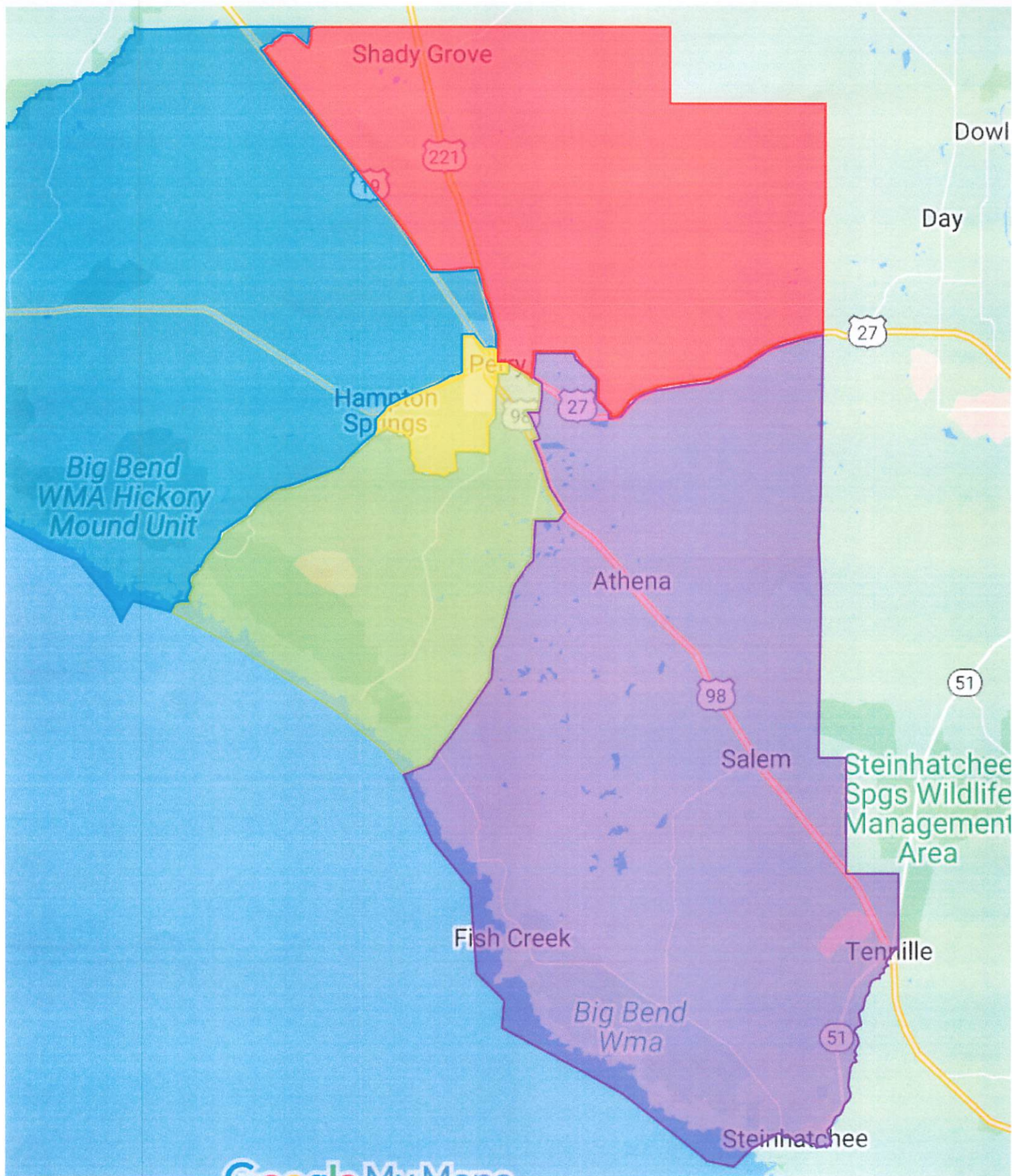
Big Bend
Wma

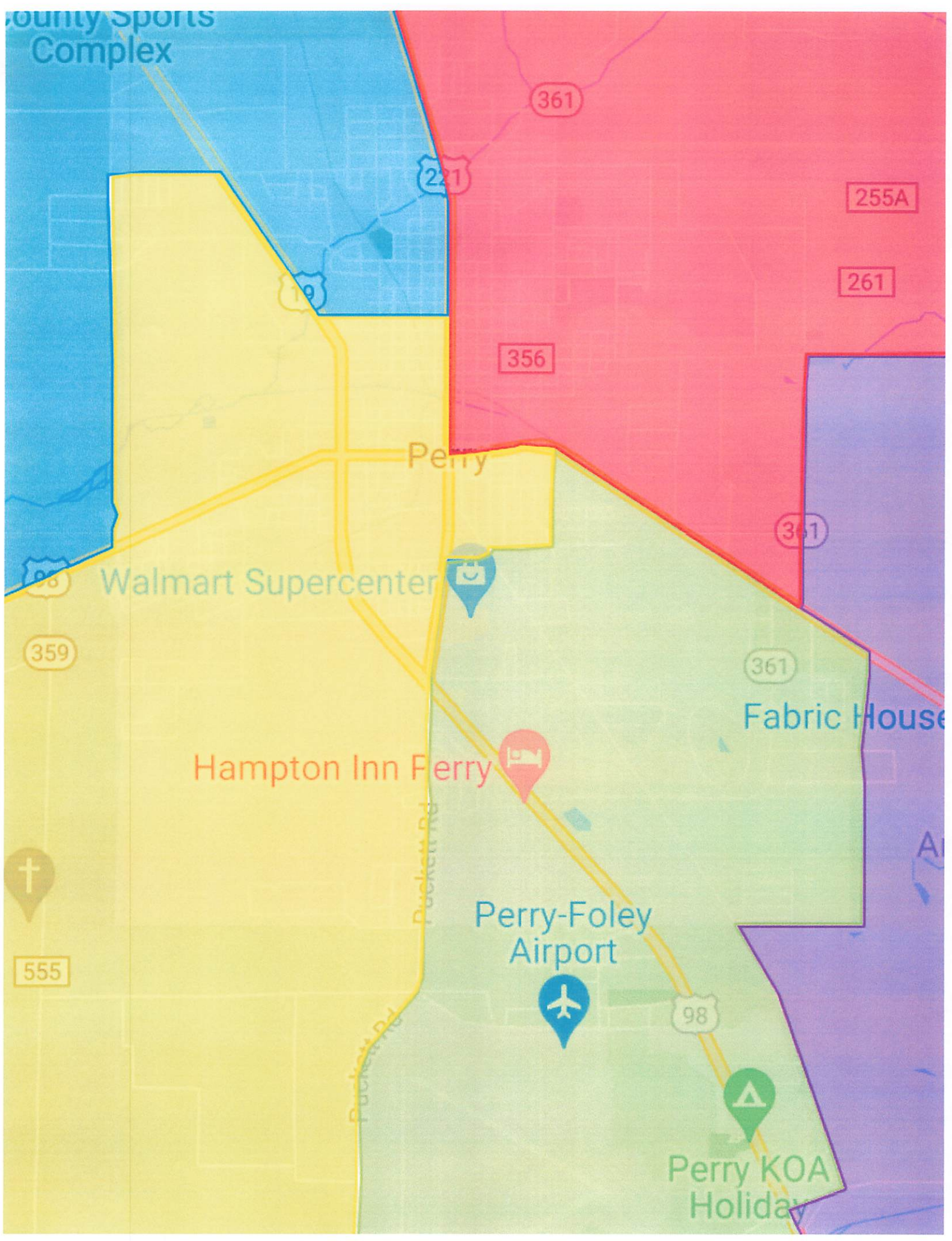
Tennille

51

Steinhatchee







County Sports
Complex

361

221

255A

261

356

Perry

Walmart Supercenter

361

359

361

Fabric House

Hampton Inn Perry

Perry-Foley
Airport

555

98

Perry KOA
Holiday

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to discuss and possibly approve moving forward with an amendment to the SHIP Local Housing Assistance Plan (LHAP) to include the demolition of mobile homes and the replacement thereof with site-built homes.

MEETING DATE REQUESTED:

January 2, 2024

Statement of Issue: The County has received \$3,060,000 in SHIP program Hurricane Idalia housing disaster recovery funding. Staff is requesting Board to discuss and approve amending the LHAP to include the demolition of mobile homes and replacing them with a site- built home.

Recommended Action: Approve moving forward with an Amendment to the LHAP to include the demolition of mobile homes and replacing them with a site- built home.

Fiscal Impact: The County has received \$3,060,000 from the Florida Housing SHIP Program to be used for housing disaster recovery related to Hurricane Idalia. No match is required from the County. The funds must be encumbered within two years and will be included in 2023-2024 SHIP funding reporting.

Budgeted Expense: Not applicable

Submitted By: Melody Cox, Grants

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The funding the County has received must be used to assist low-income homeowners whose homes were damaged as a result of Hurricane Idalia. This funding will have the same requirements of the SHIP program. At this time, the County does not use SHIP funding to assist mobile home owners. Staff is requesting an amendment to the LHAP so that mobile home owners who suffered damage and loss from Hurricane Idalia can be assisted. Homeowners inside the City limits as well as those outside the city limits are eligible for assistance with the disaster

recovery funding. As with the SHIP program, disabled homeowners receive priority assistance.

Attachments:

Not Applicable.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of request to remove the grass from baseball field #1 infield.



MEETING DATE REQUESTED:

January 2, 2024

Statement of Issue: To provide for additional field for softball tournaments.

Recommended Action:

Fiscal Impact: TBD

Budgeted Expense: Yes

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board discussed the removal of the infield grass on baseball field #1 during the May 16, 2023 meeting. The feedback from softball tournament organizers is that the additional available field would encourage weekend tournaments. Commissioner English requested that pricing to remove the infield grass from the remaining baseball field be brought back to the Board for consideration.

The total to remove remaining grass, replace with clay and laser level the infield utilizing Public Works to remove grass and haul clay is \$8,030.

Options: Leave remaining baseball field with a grass infield.

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of application for Solid Waste Hauling Services Permit.



MEETING DATE REQUESTED:

January 2, 2024

Statement of Issue: To consider approval of permit for Solid Waste Hauling

Recommended Action:

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: Slade Hendry has submitted a permit application in order to haul residential solid waste in Taylor County, FL.

Options: Approve/ Not approve/ approve contingent upon receiving all documentation.

Attachments: Permit Application and attachments.



**APPLICATION FOR
RESIDENTIAL SOLID WASTE HAULING SERVICES
PERMIT**

This application form must be completed by each applicant that wishes to obtain a permit from Taylor County for residential solid waste hauling services.

An applicant must provide the county with all of the information and documents requested in Section 1-19 below, including the application that is described below. An applicant may attach additional sheets of paper to this application form, if necessary. Applicant must show residency in Taylor County, Florida for the past five (5) years.

1. Applicant Information

Please provide the name, address and telephone number of the Applicant.

Name of Applicant: Slade Hendry
Mailing Address: 130 Pine tree Rd Perry Fl 32348
Email Address: Slademan15@hotmail.com
Telephone No.: 448-208-4899

2. Applicant's Authorized Representative.

Please provide the name, address and telephone number of the Applicant.

Name of Representative: Slade Hendry
Mailing Address: 130 Pine tree Rd Perry Fl 32348
Email Address: Slademan15@hotmail.com
Telephone No.: 448-208-4899

3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of entity.

partnership LLC

4. Applicant's Principals.

If the applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

Name: Slade Hendry
Address: 130 Pine tree Rd Perry FL 32348
Title: President (owner)

5. Applicant's Managers.

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Residential Solid Waste Hauling Services for the Applicant).

Name: ~~Slade Hendry~~ Jeffrey Scott bilvou II
Address: ~~3550~~ 3550 Woodmore LN Perry FL 32348
Title: Part owner

6. Proof of Good Standing.

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the State of Florida.

7. Authorization to do Business in Florida.

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

8. Fictitious Name.

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

9. Applicant's Experience.

- (a) Please provide a summary of the Applicant's experience with regard to the collection of Residential Solid Waste.
- (b) Provide a complete list of all of the communities in Florida and other states (but not more than ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.

- (c) For each community listed in Section 9(b) above, please provide the name, address and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service by the Applicant).

10 Prior Enforcement Issues.

- (a Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.
- (b Provide a complete list of all felony convictions, and misdemeanor convictions with the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.
- (c Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
- (d With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the County understand the facts concerning those matters.

11 Potential Customers.

Please provide the name and address of each residence that will be provided Residential Solid Waste Hauling Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Potential Customers, Paragraph 11; Potential Customers".

12 Vehicles, Equipment & Containers.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Residential Solid Waste Hauling Services in the County. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Vehicles, Equipment and Containers, Paragraph 12; Vehicles Equipment & Containers". Also include the street address of the equipment yard(s) where the Applicant's vehicles, equipment, and containers are stored when they are not in use.

13 Insurance Requirements.

Please provide a properly executed Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverage's issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B+ or better, Class VII (or higher), or otherwise

acceptable to the County, if the company is not rated by A.M. Best.

- (a Comprehensive General Liability Insurance with a limit of a one million dollar (\$1,000,000) per occurrence and a one million dollar (\$1,000,000) general aggregate. This policy must include the following coverage's: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.
- (b Automotive Liability Insurance coverage providing a combined single limit of not less than five hundred thousand dollars (\$500,000) per occurrence. This policy must include the following coverage's: bodily injury and property damage including premises and operations.
- (c Workers Compensation Insurance shall be provided for all of the Applicant's employees as required under Florida law (a Workers Compensation Exemption shall be acceptable with submittal of a signed "Hold Harmless, Release and Indemnity Agreement"); and
- (d Employers Liability Insurance providing a single limit of not less than one million dollars (\$1,000,000); bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Agreement. The certificate of insurance must name the County as an additional insured (except with regard to workers compensation and employees liability insurances).

The "certificate holder" box on the certificate of insurance shall read as follows:

Taylor County Board of County Commissioners
108 N. Jefferson Street
Perry, Florida 32347

14 Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars (\$50,000). The bond must be attached hereto and is subject to review and approval of the County Attorney. The bond must be issued by a surety licensed to do business in the state of Florida

15 Other Information.

Please provide any other information the Applicant believes will demonstrate that:

- (a The Applicant has the experience, personnel, equipment, and other resources necessary to provide Residential Solid Waste Hauling Services in Taylor County.
- (b The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and
- (c The award of a Permit to the Applicant will be in the public interest.

16 Permit Agreement.

• _____
Please sign and properly execute the "Permit Agreement for Residential Solid Waste Hauling Services" that is attached hereto.

17 Affidavit

• _____
Please sign and properly execute the blank "Affidavit in support of Permit Application" that is attached hereto.

18 Effective Date of Permit Agreement.

• _____
Please identify the date when the Applicant wants its Permit to take effect.

19 Attachments

• _____
All of the information and documents requested in paragraphs 1-18, above, must be attached to this Application and submitted to the Taylor County Solid Waste and Environmental Program Management.



TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
POTENTIAL CUSTOMERS, PARAGRAPH 11; POTENTIAL CUSTOMERS

Name: Brooke Dean

Address: 4710 bethea Rd

Name: Shanna Lago

Address: 4247 San Pedro Rd

Name: Jennifer Chandler

Address: 2485 Post Oak Rd

Name: Alexis Davis

Address: 4314 Waldo Circle

Name: Cathy Porter

Address: 299 Miller Rd

Name: Hollie Murphy

Address: 7090 W US98

Name: Carrie Caswell

Address: 2740 Ocean Pond Dr.

Name: Kelsey O'Quinn

Address: 1569 E James Smith Rd

Name: Darlene Floyd

Address: 18722 Key deer court

Name: Angela Kent

Address: 293 Paul Poppe Rd

Name: _____

Address: _____



TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
VEHICLES, EQUIPMENT & CONTAINERS, PARAGRAPH 12; VEHICLES, EQUIPMENT & CONTAINERS

Type: Vehicle ☒ Equipment ☐ Container ☐

Make: Chevrolet Model: 1500

I.D. #: 16CEK14TDX2 Year: 1999
158452

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____

I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____

I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____

I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____

I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____

I.D. #: _____ Year: _____

Telephone No.: _____

Name: _____

Address: _____

Telephone No.: _____

List of Communities Where Permit was Suspended or Revoked -
10(a): _____

N/A ☒

List of all Felony and Misdemeanor Convictions in Five Years - 10(b): _____

N/A ☒

List of all Civil Penalties and Liquidated Damages > \$5,000 - 10(c): _____

N/A ☒



HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, Slade B. Hendry, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

RESIDENTIAL SOLID WASTE HAULING SERVICES

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above

project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify and release Taylor County, 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 rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. I hereby agree 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. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this 20th day of Dec., ~~201~~²⁰²³

WITNESS:

Shana Deal DC

Slade Hendry
FLDL:3350

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, Slade Hendry, personally

known to me () produced identification (✓) 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 20 day of Dec., 2023.



Karen Gray, DC

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 201__, by

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss appraisal report for the potential purchase and acquisition of the Spring Warrior parcel.



MEETING DATE REQUESTED:

January 2, 2024

Statement of Issue: Board to discuss appraisal report and the possible negotiation of the property sale.

Recommended Action: Board to discuss and determine how they wish to move forward with the proposed acquisition of the Spring Warrior parcel.

Fiscal Impact: TBD

Budgeted Expense: N/A- Restore Act Pot 3 funding is being used for expenditures related to the possible purchase of the Spring Warrior parcel.

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded funding through the Restore Act Pot 3 program for the possible acquisition of the Spring Warrior parcel. As per the terms of the funding agreement, the County was required to obtain a "yellow book" appraisal which is required for all properties purchased with federal funding. The appraisal expenditures were included in the Restore Act funding.

Options:

Attachments: Appraisal Report

AN APPRAISAL REPORT

OF

**3.95 ACRES
(SPRING WARRIOR SITE)**

**LOCATED IN
TAYLOR COUNTY, FLORIDA**

AS OF

OCTOBER 19, 2023

FOR

**TAYLOR COUNTY BOARD OF COMMISSIONERS
201 E. GREEN STREET
PERRY, FL 32348**

BY

**STEPHEN A. GRIFFITH, MAI, SRA
1679 METROPOITAN CIRCLE
TALLAHASSEE, FL 32308**

Bell, Griffith & Associates, Inc.
REAL ESTATE APPRAISERS AND CONSULTANTS
www.bellgriffith.com

JACK BELL, MAI (1913-1992)
STEPHEN A. GRIFFITH, MAI, SRA
Cert. Gen. RZ 320

1679 Metropolitan Circle
Tallahassee, Florida 32308
(850) 422-3811 Tel

JOE H. FOX, MAI (1934-2010)
CHARLES T. HART III
Cert Gen. RZ 1513

November 29, 2023

Taylor County Board of County Commissioners
201 E. Green Street
Perry, FL 32348

RE: Appraisal service for a 3.95+/- acre tract in Taylor County, Florida

To Whom It May Concern:

In accordance with your request and our agreement, we have completed an appraisal of a 3.95+/- acre tract of land in Taylor County, Florida. We understand that this report will be utilized for potential purchase decisions pertaining to subject property. The subject is under the ownership of Robert E. Dozier and M&S Property Inv. TC.

The objective of this appraisal is to estimate the "As Is" current market value of the subject property. This will serve as a measure of compensation for the subject property. The rights appraised consist of the fee simple interest.

The following Appraisal Report describes the property, its general neighborhood environment and our method of approach to the valuation problem. All factors, which are considered relevant to the value estimate, have been thoroughly analyzed and investigated. The formatting of the report is considered an Appraisal Report under USPAP. There is an extraordinary assumption relating to the estate appraised of the subject parcel in regards to the assumption of clear title.

Opinions of value under UASFLA should not be linked to a specific opinion of exposure time (UASFLA, 1.2.4), unlike appraisal assignments for other purposes under USPAP Standards Rule 1-2(c) and 2-2(a)(v). This requires the use of a jurisdictional exception (JE) to USPAP. Similarly, estimates of marketing time are not appropriate for just compensation purposes, and must not be included in appraisal reports prepared under UASFLA, Section 1.2.4.

This appraisal conforms to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, effective through December 31, 2023 edition. As requested, the appraisal is in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*. In compliance with Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (PL 91-646) as amended and the Uniform Appraisal Standards for Federal Land Acquisitions, I have extended an offer to the property owner to accompany me during the property inspection and both owners were on the inspection.

Subject to the assumptions, limiting conditions, and certificate found elsewhere in this report, it is my opinion the subject has a current market value as of October 19, 2023, of:

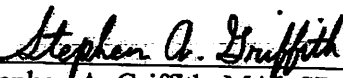
FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS
(\$435,000)

This unit value would apply to a range of 2.5 acres to 5.0 acres.

Extraordinary Assumption: It is noted that no title commitment was provided, however most of the restrictions and exceptions have been satisfied, but not shown as satisfied or cleared thus making the status of title to the property uncertain. The client has requested that I assume there is clear title to the property and there are no other known incumbrances, outstanding rights or restrictions beyond those already identified (including mineral or other reservations) that could materially affect value. Use of this statement is consistent with federal policy. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or re-appraisal of the property so that the estate appraised matches the estate to be transferred. The use of the Extraordinary Assumption may have impacted assignment results.

If we may be of further assistance, please advise.

Sincerely,


Stephen A. Griffith, MAI, SRA
Cert Gen 320

File No. 23174

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PART I- INTRODUCTION

CERTIFICATION OF APPRAISAL

I certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, 2018-2019 edition, which includes the Uniform Standards of Professional Practice. The appraisal was developed and the appraisal report was prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions;
- The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's Uniform Standards of Professional Appraisal Practice and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the Uniform Appraisal Standards for Federal Land Acquisitions; and the appraiser has made a physical inspection of the property appraised and that the property owner, or [his][her] designated representative, was given the opportunity to accompany the appraiser on the property inspection and both owners were on the inspection.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.

- As of the date of this report, I, Stephen A. Griffith, have completed the continuing education program for Designated Members of the Appraisal Institute.
- I have performed a prior appraisal regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment and this has been disclosed to the client.

The current market value of the subject as of October 19, 2023 is:

FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS
(\$435,000)

Extraordinary Assumption: It is noted that no title commitment was provided, however most of the restrictions and exceptions have been satisfied, but not shown as satisfied or cleared thus making the status of title to the property uncertain. The client has requested that I assume there is clear title to the property and there are no other known incumbrances, outstanding rights or restrictions beyond those already identified (including mineral or other reservations) that could materially affect value. Use of this statement is consistent with federal policy. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or re-appraisal of the property so that the estate appraised matches the estate to be transferred. The use of the Extraordinary Assumption may have impacted assignment results.

Stephen A. Griffith
Stephen A. Griffith, MAI, SRA
Cert Gen 320

November 29, 2023
Date

File # 23174

EXECUTIVE SUMMARY

Project Identification: Spring Warrior Site- Taylor County

Client: Taylor County Board of County Commissioners
201 E. Green Street
Perry, FL 32348

Subject Property: The subject property consists of 3.95 acres located on both the east and west side of Spring Warrior Road and the south side of Cobia Lane in Taylor County, Florida. The subject is identified with three Tax Identification Numbers: 06503-000, 06501-000, and 06510-000. The parcel consists of natural growth.

Date of the Appraisal: The date of the appraisal is October 19, 2023, the date of the final inspection.

Date of the Report: November 29, 2023

User of Appraisal: Taylor County Board of County Commissioners and The Conservation Fund

Report Option: Appraisal Report Format, USPAP Standard 2-2 (a), effective through December 31, 2023.

Property Access: The subject has legal and physical access to the property via Spring Warrior Road and Cobia Lane.

Owners of Record: As of the date of valuation, according to the Taylor County Property Appraiser, the owner is:

Robert E. Dozier and M&S Property Inv. TC
3482 Highway 19S
Perry, FL 32348

Easements: Typical utility and right-of-way easements. A title commitment has not been provided.

Sales History: This property was conveyed by Warranty Deed from Fred E. Morgan Jr. to Fred E. Morgan Jr. and Anne Morgan dated March 9, 2016 with a consideration of \$100 and recorded on March 21, 2016 and found in Official Records Book 742, Page 919, of the Public Records of Taylor County, Florida. This property was also conveyed by Warranty Deed from Fred E. Morgan Jr. and Anne Morgan to M&S Properties, LLC dated March 9, 2016 with a consideration of \$100 and recorded on March 21, 2016 and found in Official Records Book 742 Page 922 of the Public Records of Taylor County, Florida. The subject property was also conveyed by Warranty Deed from M&S Properties, LLC to Fred E. Morgan Jr. and Anne Morgan dated October 27, 2016 with a consideration of \$100 and recorded on January 23, 2017 and found in Official Records Book 756 Page 551 of the Public Records of Taylor County, Florida. Lastly, the subject property was conveyed by Warranty Deed

from Fred E. Morgan Jr. and Anne Morgan to M&S Property Investors, LLC dated April 20, 2017 with a consideration of \$100 and recorded on April 21, 2017 and found in Official Records Book 761 Page 424 of the Public Records of Taylor County, Florida. The subject is not currently known to be listed for sale or under contract. A detailed discussion of the sales history is shown later in this report. None of these sales are arm's length.

Area of the subject Site: Approximately 3.95 acres. This is based on the Taylor County Property Appraiser appraisal maps.

Highest and Best Use: The highest and best use is Residential.

Range of Value: \$66,667 to \$155,523 per acre

ESTIMATED MARKET VALUE: \$435,000

Extraordinary Assumption: It is noted that no title commitment was provided, however most of the restrictions and exceptions have been satisfied, but not shown as satisfied or cleared thus making the status of title to the property uncertain. The client has requested that I assume there is clear title to the property and there are no other known incumbrances, outstanding rights or restrictions beyond those already identified (including mineral or other reservations) that could materially affect value. Use of this statement is consistent with federal policy. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or re-appraisal of the property so that the estate appraised matches the estate to be transferred. The use of the Extraordinary Assumption may have impacted assignment results.

PART II- PREMISES OF THE APPRAISAL

IDENTIFICATION OF THE TYPE OF APPRAISAL AND REPORT FORMAT

The following Appraisal Report describes the property, its general neighborhood environment, and our method of approach to the valuation problem. All factors which are considered relevant to the value estimate have been thoroughly analyzed and investigated. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, effective through December 31, 2023. The appraisal was made, and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the Uniform Appraisal Standards for Federal Land Acquisitions.

ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable.
2. Responsible ownership and competent property management are assumed.
3. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
4. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
6. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
7. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

EXTRAORDINARY ASSUMPTIONS

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. It is noted that no title commitment was provided, however most of the restrictions and exceptions have been satisfied, but not shown as satisfied or cleared thus making the status of title to the property uncertain. The client has requested that I assume there is clear title to the property and there are no other known incumbrances, outstanding rights or restrictions beyond those already identified (including mineral or other reservations) that could materially affect value. Use of this statement is consistent with federal policy. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or re-appraisal of the property so that the estate appraised matches the estate to be transferred. The use of the Extraordinary Assumption may have impacted assignment results.

HYPOTHETICAL CONDITIONS

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. In this analysis there are no hypothetical conditions.

CLIENT

Taylor County Board of County Commissioners
201 E. Green Street
Perry, Florida 32348

INTENDED USER

The intended users of this report include Taylor County Board of County Commissioners.

INTENDED USE

The intended use refers to the manner in which the intended users expect to employ the information contained in a report. It is understood that the intended use of this report is for an acquisition decision of the subject property. This report is not intended for any other use. The scope of the discussion in this appraisal report is specific to the needs of the stated client and to the stated intended user(s). Any use of this appraisal or reliance upon it by anyone other than the client or intended user(s) is strictly prohibited. The appraiser(s) is (are) not responsible for any unauthorized use of this appraisal. If you are not the client or an intended user named above, you are strongly warned to not rely upon or use this appraisal in any way. No one, client or other party, should rely upon this report to disclose the condition of the property or the presence / absence of any defects. This is an appraisal report, not a property inspection report. This report must be read in its entirety, including all attachments and addenda. Special attention should be given to the certification and limiting conditions.

DEFINITION OF MARKET VALUE

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property.*

**Uniform Appraisal Standards for Federal Land Acquisitions*

DATE OF APPRAISAL

The date of the appraisal is November 29, 2023.

DATE OF VALUE ESTIMATE

The date of the value estimate is October 19, 2023, the date of inspection.

PROPERTY RIGHTS

The estimate of market value expressed in this report represents the encumbered fee simple interest in the property. The property rights appraised is the fee simple interest, subject to typical utility and right-of-way easements of record and one half interest in oil, gas and mineral rights. In this analysis a title commitment has been provided which do not materially affect market value. It is assumed there are no other encumbrances other than typical access and utility easements. These encumbrances do not affect use or marketability.

Fee simple title is regarded as an estate without limitations or restrictions. It is possible to own all rights in a parcel of real estate or only a portion of them. A person or persons owning all of the rights is said to possess fee simple interest.

SCOPE OF APPRAISAL

In the appraisal process, the first step is to determine the type of property to be appraised. This is accomplished by physically inspecting the property. The parcel was inspected on October 19, 2023 by Stephen A. Griffith. The subject parcel is 3.95 acres, which has natural growth. The majority is in natural growth. Natural growth is located in the wetlands with marsh grass in the tidal areas. The acquisition parcel is the same as the subject parcel in vegetation and wetlands. The comparable sales of similar property in the area will be used to estimate the subject's value. Currently there is little demand for further subdivision.

During the inspection, the appraiser notes the physical characteristics of the site and any improvements contained on the property. The appraiser also inspects the site and surrounding neighborhood. A neighborhood inspection is performed to determine the surrounding uses of properties, as well as, any external factors, which may impact the parcel. This inspection can denote whether a neighborhood is going through a process of transition where property uses are changing. In addition, it is important to identify properties or uses which are offensive as they can have a detrimental effect on the parcel's value.

After the inspection is completed, the appraiser determines the market data which will need to be collected to derive a value estimate by the three approaches to value. The three approaches to value are: the Cost Approach, the Sales Comparison Approach and the Income Capitalization Approach. Each approach to value utilizes market-derived data. Since the subject parcel consists of a timber/recreational property, the only applicable approach would be the Sales Comparison Approach. The Income Approach does not apply since the subject would not be purchased for income potential. Typical purchasers of this property buy for their own use. It is not leased or purchased for the income from an agricultural use. The Cost Approach is not considered in this assignment, since there are no improvements with the exception of a storage building which contributes minimally to the overall value. Market derived data used in the Sales Comparison Approach is typically collected from public records and verified by one of the parties involved in the transaction. The sales comparison approach is a reliable indicator for the parcel's value.

Jurisdictional Exceptions

Opinions of value under UASFLA should not be linked to a specific opinion of exposure time (UASFLA, 1.2.4), unlike appraisal assignments for other purposes under USPAP Standards Rule 1-2(c) and 2-2(a)(v). This requires the use of a jurisdictional exception (JE) to USPAP. Similarly, estimates of marketing time are not appropriate for just compensation purposes, and must not be included in appraisal reports prepared under UASFLA, Section 1.2.4.

PRESENTATION OF DATA

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property consists of 3.95 +/- acres located on the east and west sides of Spring Warrior Road, and south Cobia Lane. It is approximately 14 miles south of Perry, Florida. The subject is further identified by the following Tax Parcel Numbers: 06503-000, 06501-000, and 06510-000. Various maps identifying the subject property are included later in this report.

The majority of the subject is in natural growth and marsh areas. The subject has frontage on Spring Warrior Creek which leads to the Gulf of Mexico. The parcel is located in Section 31, Township 6 South, Range 8 West in Taylor County, Florida. Approximately 50% of the parcel is in wetland areas. The acreage and legal description are from the tax numbers and are according to the Taylor County Property Appraiser.

OWNER OF RECORD

As of the date of valuation, according to the Taylor County Property Appraiser, the owner of the subject parcel is:

Robert E. Dozier and M&S Property Inv. TC
3482 Highway 19 S
Perry, FL 32348

LEGAL DESCRIPTION

"Schedule A"

PARCEL 1: OFFICIAL RECORD 82, PAGE 411. COMMENCING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 7 EAST; THENCE BEARING SOUTH 40 DEGREES 15 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID GRADED ROAD; THENCE EAST ALONG SAID ROAD, 125 FEET FOR A POINT OF BEGINNING; THENCE FROM SAID BEGINNING POINT RUN SOUTH APPROXIMATELY 12 DEGREES WEST TO THE MIDDLE OF SPRING WARRIOR CREEK; THENCE EASTERLY ALONG THE MIDDLE OF SAID CREEK 115 FEET; THENCE NORTH APPROXIMATELY 14 DEGREES EAST 40 FEET TO THE NORTH BOUNDARY LINE OF SAID GRADED ROAD; THENCE WEST 135 FEET ALONG SAID ROAD BOUNDARY LINE TO THE POINT OF BEGINNING.

PARCEL 2: OFFICIAL RECORD 114, PAGE 624. COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4, SECTION 31, TOWNSHIP 6 SOUTH, RANGE 7 EAST; THENCE RUN SOUTH 20 FEET, EAST 41 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 12° WEST 60 FEET TO THE CREEK; THENCE SOUTHEAST TO SOUTHWEST CORNER OF LOTT LAND; THENCE NORTH 30 FEET, NORTH 22 1/4° EAST 100 FEET, EAST 41 FEET, NORTH 154 FEET, WEST 277 FEET TO THE POINT OF BEGINNING.

PARCEL 3: OFFICIAL RECORD BOOK 164, PAGE 712. COMMENCING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 7 EAST; THENCE RUNNING EAST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 31 60 FEET; THENCE SOUTH 15° EAST FOR A POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING RUN WEST 41 FEET, THENCE SOUTH 22 DEGREES WEST 100 FEET TO THE NORTH BANK OF SPRING WARRIOR CREEK; THENCE SOUTH APPROXIMATELY 50 FEET TO THE MIDDLE OF SAID CREEK; THENCE NORTHEASTERLY ALONG THE MIDDLE OF SAID CREEK RUN APPROXIMATELY 150 FEET; THENCE NORTH APPROXIMATELY 25 FEET TO THE POINT OF BEGINNING.

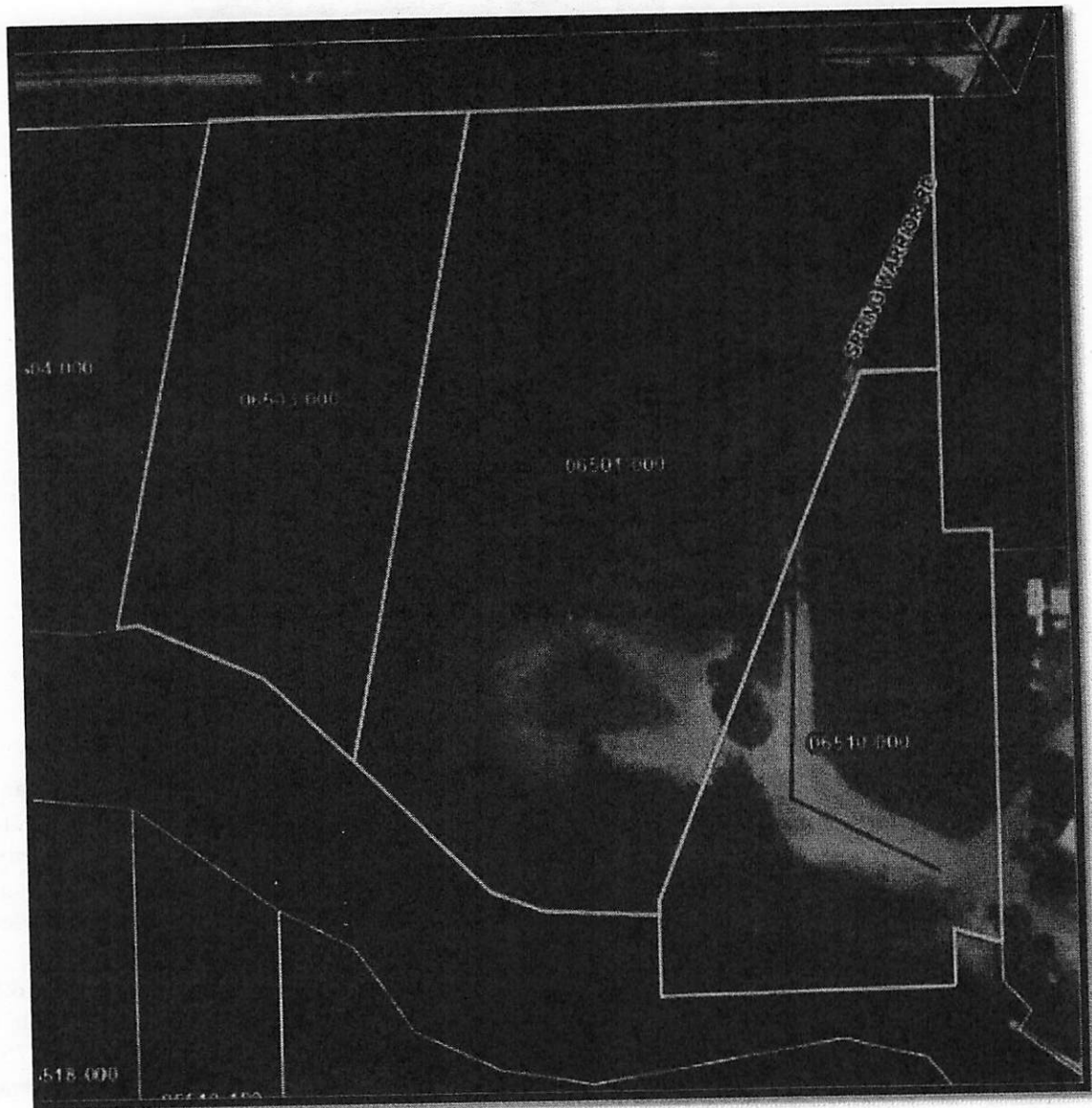
PARCEL 4: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 7 EAST; THENCE RUNNING EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID QUARTY 60 FEET; THENCE MAGNETIC SOUTH 2 DEGREES 7 MINUTES EAST 40 FEET TO THE NORTHERN BANK OF SPRING WARRIOR CREEK FOR A POINT OF BEGINNING; THENCE FROM BEGINNING POINT RUN MAGNETIC NORTH 2 DEGREES 7 MINUTES WEST 120 FEET; THENCE EAST PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID QUARTY 25 FEET; THENCE MAGNETIC SOUTH 2 DEGREES 7 MINUTES EAST 210 FEET, TO THE NORTHERN BANK OF SPRING WARRIOR CREEK; THENCE SOUTHWESTERLY ALONG SAID CREEK BANK 25.3 FEET TO THE POINT OF BEGINNING.

PRIOR SALES AND LISTING HISTORY

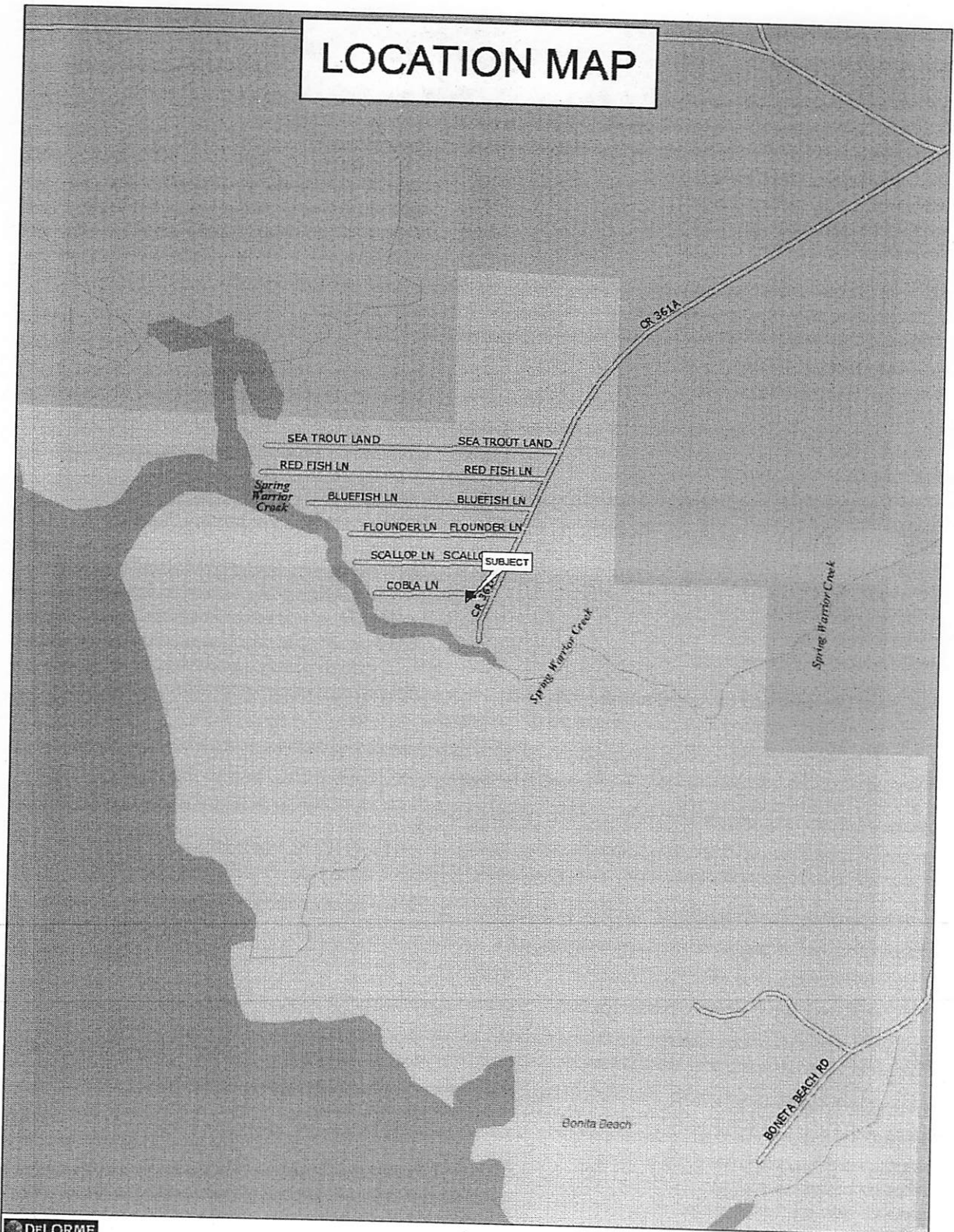
This property was conveyed by Warranty Deed from Fred E. Morgan Jr. to Fred E. Morgan Jr. and Anne Morgan dated March 9, 2016 with a consideration of \$100 and recorded on March 21, 2016 and found in Official Records Book 742, Page 919, of the Public Records of Taylor County, Florida. This property was also conveyed by Warranty Deed from Fred E. Morgan Jr. and Anne Morgan to M&S Properties, LLC dated March 9, 2016 with a consideration of \$100 and recorded on March 21, 2016 and found in Official Records Book 742 Page 922 of the Public Records of Taylor County, Florida. The subject property was also conveyed by Warranty Deed from M&S Properties, LLC to Fred E. Morgan Jr. and Anne Morgan dated October 27, 2016 with a consideration of \$100 and recorded on January 23, 2017 and found in Official Records Book 756 Page 551 of the Public Records of Taylor County, Florida. Lastly, the subject property was conveyed by Warranty Deed from Fred E. Morgan Jr. and Anne Morgan to M&S Property Investors, LLC dated April 20, 2017 with a consideration of \$100 and recorded on April 21, 2017 and found in Official Records Book 761 Page 424 of the Public Records of Taylor County, Florida. None of these sales are arm's length and will not be considered in this analysis. The subject is not currently known to be listed for sale or under contract.

The subject parcel can be Identified by the following maps provided by the property appraiser:

AERIAL VIEW



LOCATION MAP

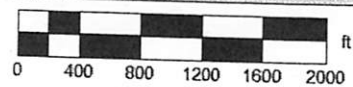


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Data Zoom 14-0

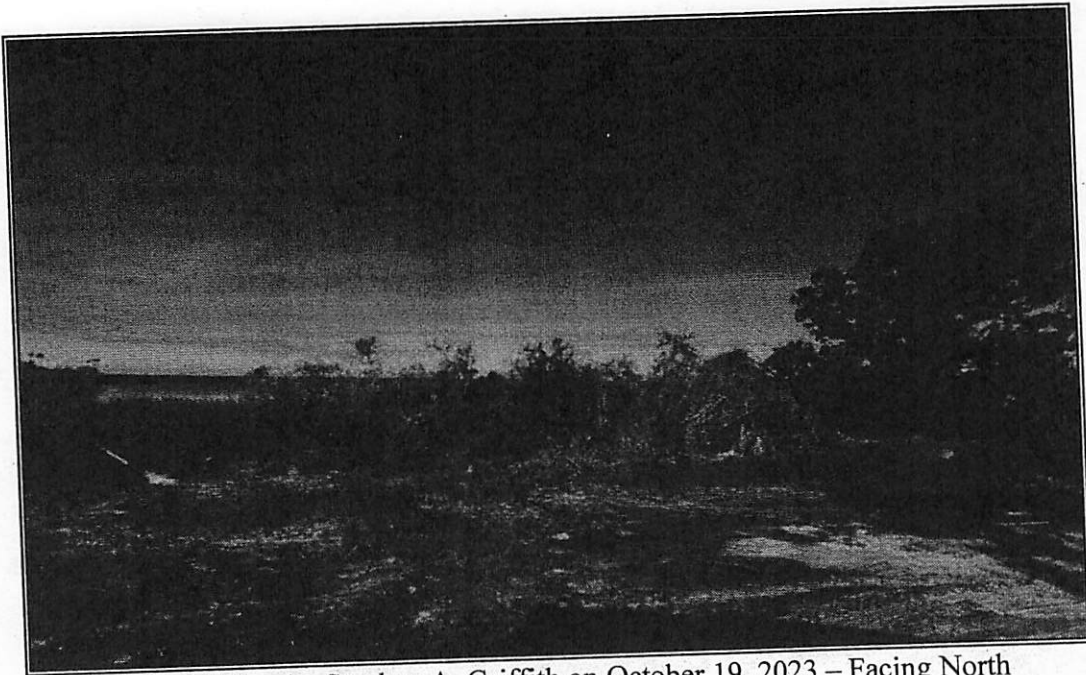


Photo 1-Taken by Stephen A. Griffith on October 19, 2023 – Facing North

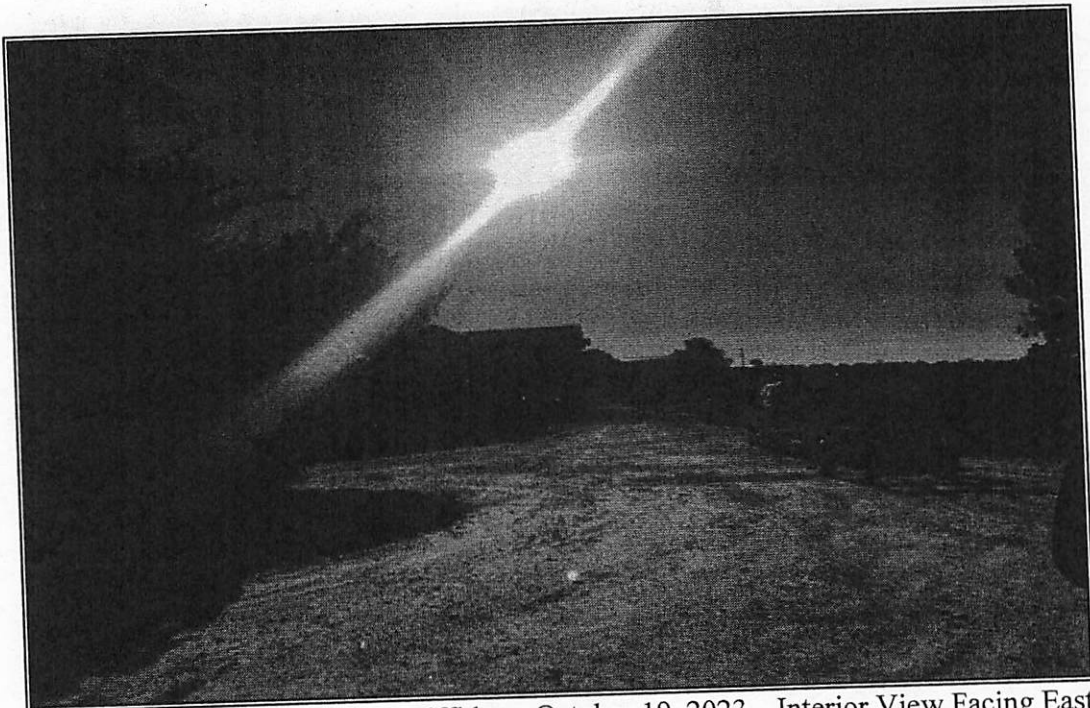


Photo 2- Taken by Stephen A. Griffith on October 19, 2023 – Interior View Facing East

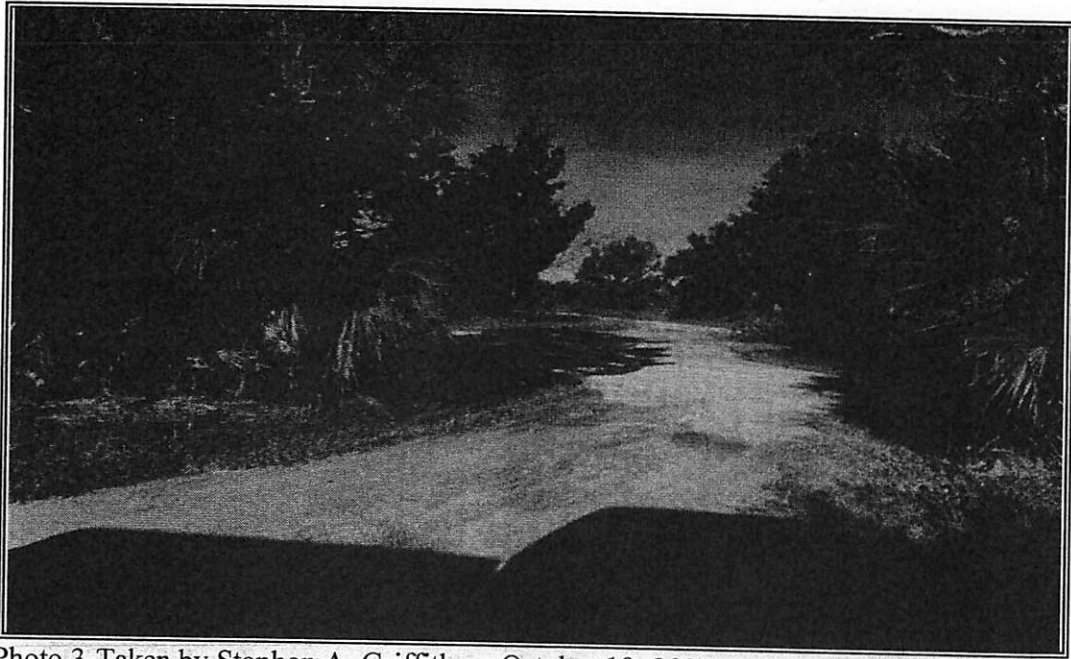


Photo 3-Taken by Stephen A. Griffith on October 19, 2023 – Access Road Facing West

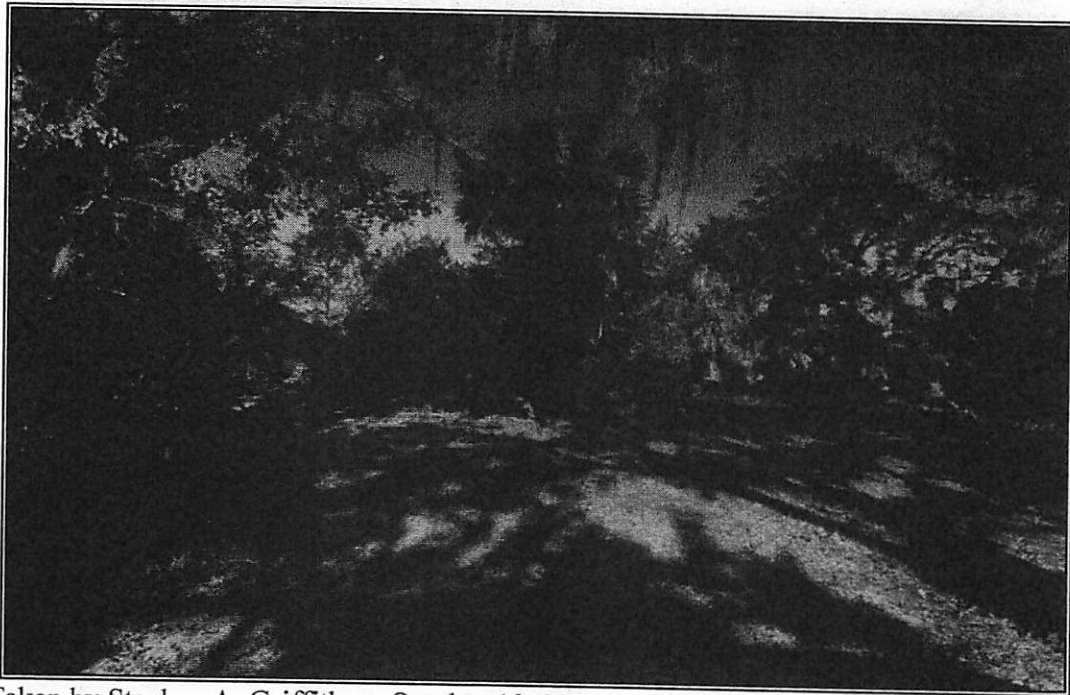


Photo 4-Taken by Stephen A. Griffith on October 19, 2023 – Facing West from Spring Warrior Road

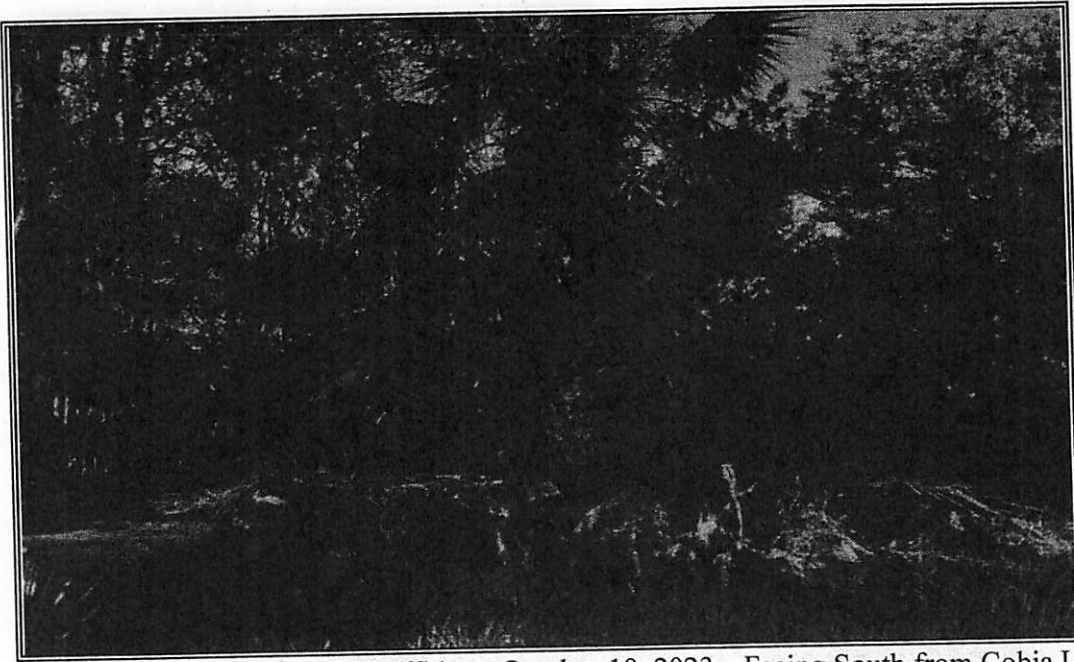


Photo 5-Taken by Stephen A. Griffith on October 19, 2023 – Facing South from Cobia Lane



Photo 6-Taken by Stephen A. Griffith on October 19, 2023 – Facing South from Cobia Lane

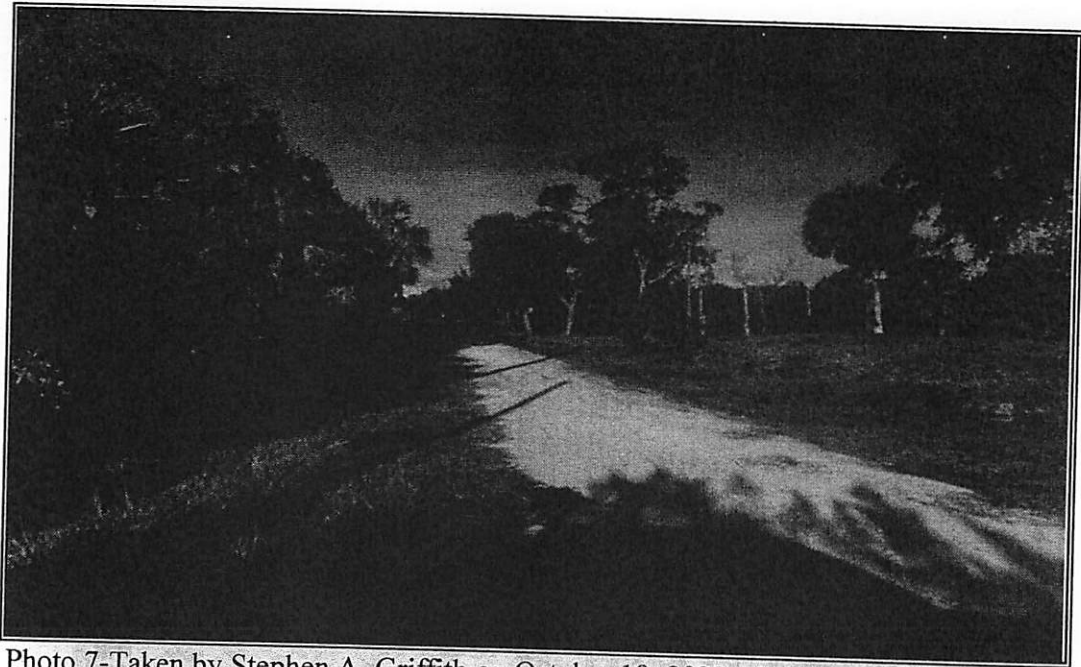


Photo 7-Taken by Stephen A. Griffith on October 19, 2023 –Cobia Lane Facing West

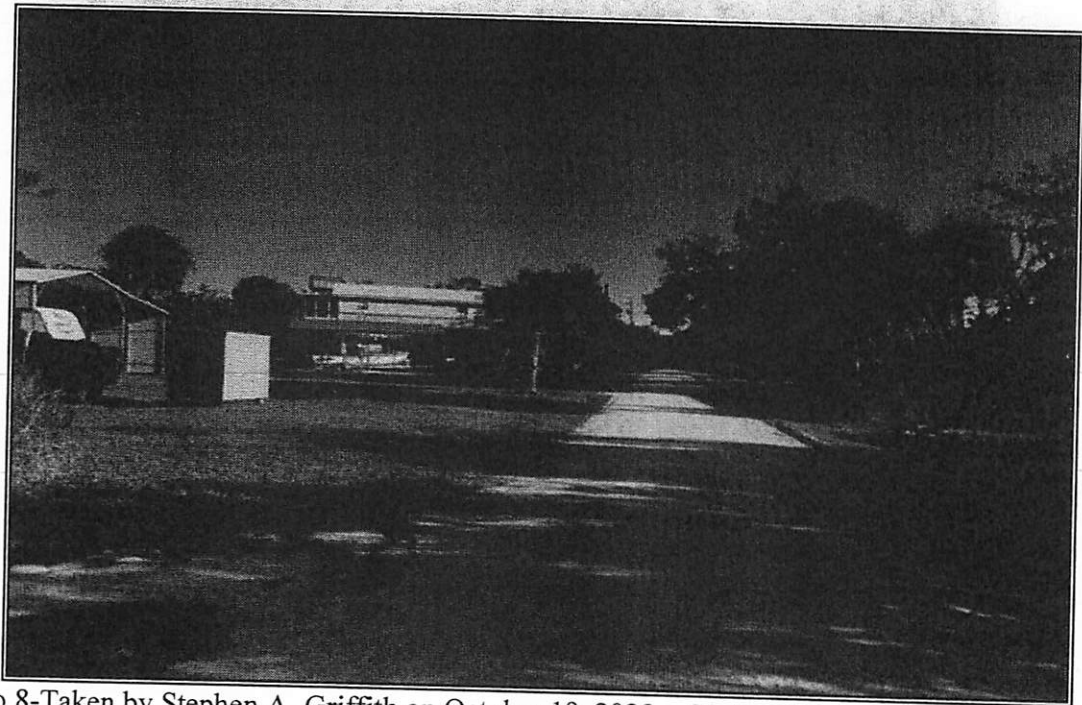
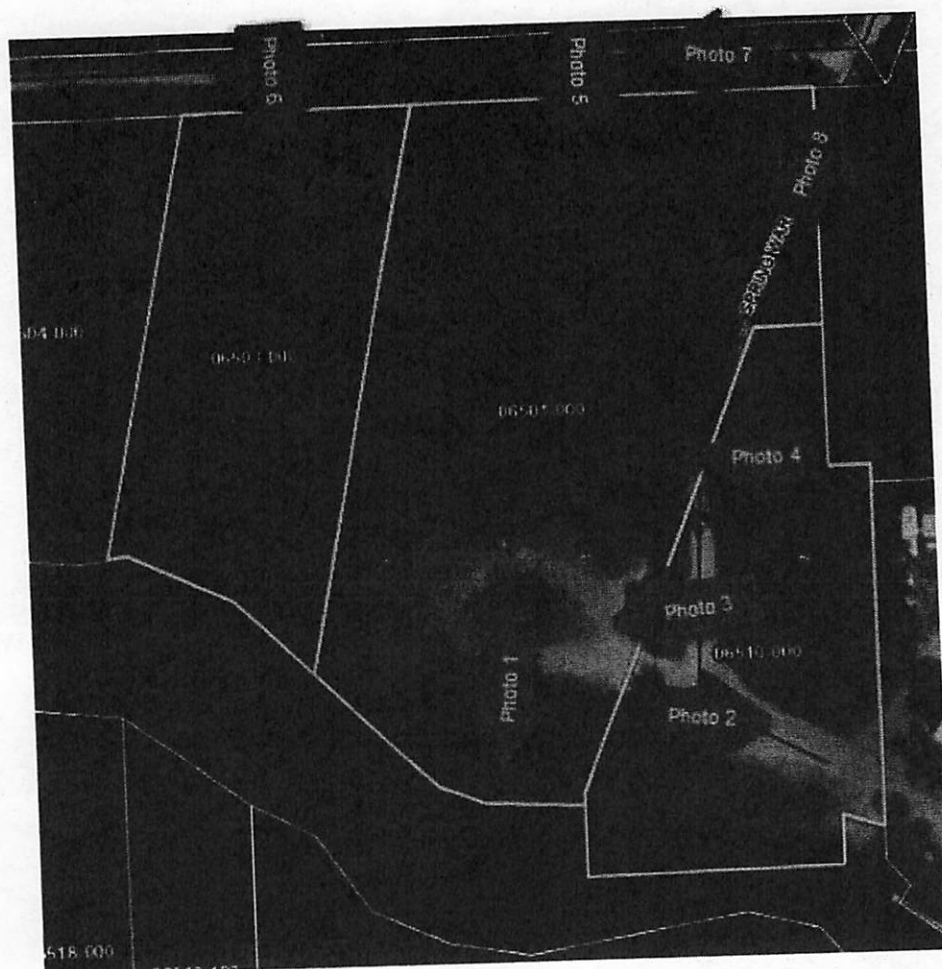


Photo 8-Taken by Stephen A. Griffith on October 19, 2023 – Spring Warrior Road Facing North

PHOTO LOCATION MAP



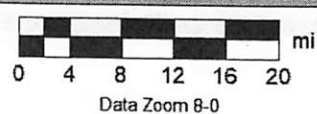


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AREA ANALYSIS – TAYLOR COUNTY

Taylor County

Florida's 54th most populous county
with 0.1% of Florida's population



Population			Real Gross Domestic Product		
	Taylor County	Florida	Real GDP (Thousands of Chained 2012 Dollars)	Taylor County	Florida
Census Population			2015 GDP	800,458	852,242,411
1980 Census	16,532	9,746,951	Percent of the State	0.1%	
1990 Census	17,111	12,938,071	2016 GDP	702,725	881,539,298
2000 Census	19,258	15,882,824	Percent of the State	0.1%	
2010 Census	22,570	18,801,352	2017 GDP	678,402	912,887,366
2020 Census	21,796	21,538,167	Percent of the State	0.1%	
% change 2010-2020	-3.4%	14.6%	2018 GDP	685,875	941,826,806
Age			Percent of the State	0.1%	
% Under 18 years of age	18.8%	19.5%	2019 GDP	653,474	965,572,478
Race (alone) & Ethnicity			Percent of the State	0.1%	
% Not Hispanic-White	71.7%	51.5%	2020 GDP	651,220	950,164,387
% Not Hispanic-Black or African American	19.3%	14.5%	Percent of the State	0.1%	
% Not Hispanic-American Indian and Alaska Native	0.5%	0.2%	2021 GDP	692,987	1,029,575,501
% Not Hispanic-Asian	1.0%	2.9%	Percent of the State	0.1%	
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.0%	0.1%			
% Not Hispanic-Some Other Race	0.2%	0.8%	Population by Housing Type		
% Not Hispanic-Two or More Races	3.4%	3.7%		Taylor County	Florida
% Hispanic or Latino (of any race)	4.0%	20.5%	Household Population	19,277	21,073,604
			Household Population per Occupied Housing Unit	2.37	2.47
			Group Quarters Population	2,510	464,583
Population Estimates			Housing		
	Taylor County	Florida	Housing Counts	Taylor County	Florida
2021 Estimate	20,957	21,898,945	Housing units, 2020 Census	11,038	9,865,350
% change 2020-2021	-3.8%	1.7%	Occupied	8,138	8,529,067
2022 Estimate	21,375	22,276,132	Vacant	2,900	1,336,283
% change 2020-2022	-1.9%	3.4%			
Based on 2022 Estimate			Building Permits		
2025	21,600	23,218,811		Taylor County	Florida
2030	22,007	24,588,452	Units Permitted		
2035	22,233	25,675,568	2000	47	155,280
2040	22,404	26,537,878	2010	33	36,870
2045	22,508	27,270,041	2020	0	164,074
2050	22,785	27,953,598	2021	32	213,494
			2022	209	211,362
Population Characteristics			Density		
	Taylor County	Florida		Taylor County	Florida
Language spoken at home other than English			Persons per square mile		
Persons aged 5 and over	7.3%	29.8%	2000	18.5	293.4
Place of birth			2010	21.6	350.6
Foreign born	4.3%	21.0%	2020	20.9	401.4
Veteran status			2022	20.1	408.2
Civilian population 18 and over	8.8%	8.2%			
Migration			Households and Family Households		
	Taylor County	Florida		Taylor County	Florida
Residence 1 Year Ago			Households		
Persons aged 1 and over			Total households, 2000 Census	7,176	8,338,075
Same house	88.3%	85.2%	Family households, 2000 Census	5,129	4,210,760
Different house in the U.S.	11.5%	13.8%	% with own children under 18	44.3%	42.3%
Same county in Florida	3.0%	7.9%	Total households, 2010 Census	7,920	7,429,802
Different county in Florida	7.5%	3.1%	Family households, 2010 Census	5,389	4,835,475
Different county in another state	0.2%	2.9%	% with own children under 18	36.9%	40.0%
Abroad	0.2%	0.9%	Average Household Size, 2010 Census	2.44	2.48
			Average Family Size, 2010 Census	2.93	3.01

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, one or more families living together, or any other group of related or unrelated people who share living quarters. A family consists of a householder and one or more other people living with him or her. Census records may be controlled for Census Bureau Confidentiality (CIB).

Employment and Labor Force

Establishments

2021

All Industries
 Natural Resource & Mining
 Construction
 Manufacturing
 Trade, Transportation and Utilities
 Information
 Financial Activities
 Professional & Business Services
 Education & Health Services
 Leisure and Hospitality
 Other Services
 Government

Taylor County
 478
 21
 33
 28
 132
 9
 27
 43
 60
 32
 32
 28

Florida
 820,513
 5,546
 78,895
 22,735
 151,294
 10,028
 88,812
 205,020
 92,430
 65,033
 57,817
 5,293

Establishments

% of All Establishments, 2021

All Industries
 Natural Resource & Mining
 Construction
 Manufacturing
 Trade, Transportation and Utilities
 Information
 Financial Activities
 Professional & Business Services
 Education & Health Services
 Leisure and Hospitality
 Other Services
 Government

Taylor County
 478
 4.4%
 6.8%
 5.5%
 27.3%
 1.8%
 6.3%
 12.3%
 12.8%
 12.0%
 6.7%
 5.9%

Florida
 820,513
 0.7%
 9.6%
 2.8%
 18.4%
 1.2%
 10.8%
 25.1%
 11.3%
 7.9%
 7.0%
 0.7%

Average Annual Employment

% of All Industries, 2021

All Industries
 Natural Resource & Mining
 Construction
 Manufacturing
 Trade, Transportation and Utilities
 Information
 Financial Activities
 Professional & Business Services
 Education & Health Services
 Leisure and Hospitality
 Other Services
 Government

Taylor County
 8,238
 4.3%
 4.3%
 22.7%
 18.0%
 0.8%
 2.4%
 5.7%
 10.0%
 9.1%
 1.7%
 20.6%

Florida
 8,038,818
 0.5%
 0.5%
 4.4%
 20.7%
 0.8%
 0.9%
 12.5%
 13.0%
 12.7%
 2.0%
 11.8%

Average Annual Wage

2021

All Industries
 Natural Resource & Mining
 Construction
 Manufacturing
 Trade, Transportation and Utilities
 Information
 Financial Activities
 Professional & Business Services
 Education & Health Services
 Leisure and Hospitality
 Other Services
 Government

Taylor County
 \$43,030
 \$55,455
 \$50,030
 \$51,417
 \$53,532
 \$48,330
 \$59,577
 \$41,522
 \$39,232
 \$18,752
 \$32,885
 \$40,335

Florida
 \$50,250
 \$42,128
 \$50,030
 \$50,927
 \$53,752
 \$50,491
 \$53,945
 \$74,757
 \$52,043
 \$31,025
 \$44,117
 \$51,210

Employment figures are based on the 2021 Census of the United States.

Labor Force as Percent of Population
Aged 18 and Older

2020

2020
 2010
 2000
 2021
 2022

Taylor County
 57.5%
 61.8%
 45.2%
 48.5%
 43.7%

Florida
 64.2%
 61.8%
 58.7%
 59.5%
 60.6%

Unemployment Rate

2020

2020
 2010
 2000
 2021
 2022

Taylor County
 5.0%
 10.2%
 8.7%
 5.7%
 3.3%

Florida
 3.6%
 10.0%
 9.1%
 4.0%
 2.0%

Personal Income (\$000s)

2020

2020
 % change 2000-2010
 2020
 % change 2010-2020
 2021
 % change 2020-2021

Taylor County
 \$574,419
 \$507,120
 88.1%
 \$719,613
 15.0%
 \$768,518
 6.8%

Florida
 \$422,851,782
 \$732,457,470
 94.9%
 \$1,225,793,410
 68.7%
 \$1,588,318,587
 0.8%

Income and Financial Health

Per Capita Personal Income

2020

2020
 % change 2000-2010
 2020
 % change 2010-2020
 2021
 % change 2020-2021

Taylor County
 \$19,460
 \$24,880
 25.0%
 \$33,070
 20.1%
 \$35,150
 6.3%

Florida
 \$29,400
 \$36,672
 24.9%
 \$57,332
 47.4%
 \$62,270
 8.7%

Earnings by Place of Work (\$000s)

2020

2020
 % change 2000-2010
 2020
 % change 2010-2020
 2021
 % change 2020-2021

Taylor County
 \$304,352
 \$325,027
 42.2%
 \$403,219
 7.2%
 \$402,273
 1.5%

Florida
 \$308,751,767
 \$438,983,914
 43.2%
 \$553,343,741
 23.3%
 \$764,483,110
 19.4%

Median Income

Median Household Income

Median Family Income

2020

Percent in Poverty, 2021
 All ages in poverty
 Under age 18 in poverty
 Related children age 5-17 in families in poverty

Taylor County
 \$23,823
 \$32,130
 20.1%
 25.8%
 23.0%

Florida
 \$31,777
 \$74,237
 13.2%
 18.4%
 17.5%

Workers Aged 18 and Over

Place of Work in Florida

Worked outside county of residence

Travel Time to Work

Mean travel time to work (minutes)

Taylor County
 10.5%
 23.9

Florida
 17.5%
 27.9

Personal Bankruptcy Filing Rate

(per 1,000 population)

12-Month Period Ending December 31, 2021

12-Month Period Ending December 31, 2022

Slide Back

Northwestern Chapter 7 & Chapter 13

Taylor County
 0.50
 0.50
 59

Florida
 1.30
 1.10
 NA

Reported County Government Revenues and Expenditures

Revenue 2020-21	Taylor County	Florida	Expenditure 2020-21	Taylor County	Florida
Total - All Revenue Account Codes (0000s)	\$51,253.8	\$81,512,347.2	Total - All Expenditure Account Codes (0000s)	\$47,187.82	\$77,094,318.71
Per Capita \$	\$3,463.00	\$3,803.45	Per Capita \$	\$3,250.60	\$3,680.44
% of Total	100.0%	100.0%	% of Total	100.0%	100.0%
Taxes (0000s)	\$14,507.3	\$22,700,398.9	General Government Services** (0000s)	\$9,021.04	\$30,930,327.83
Per Capita \$	\$891.84	\$1,374.40	Per Capita \$	\$287.30	\$1,481.10
% of Total	28.5%	28.2%	% of Total	12.9%	40.4%
Permits, Fees, and Special Assessments (0000s)	\$1,533.3	\$3,070,751.7	Public Safety (0000s)	\$12,213.11	\$13,640,681.35
Per Capita \$	\$73.16	\$142.48	Per Capita \$	\$582.77	\$553.28
% of Total	3.0%	3.6%	% of Total	25.9%	17.7%
Intergovernmental Revenues (0000s)	\$10,837.9	\$3,154,788.4	Capital Expenditure (0000s)	\$2,178.48	\$3,283,534.83
Per Capita \$	\$691.66	\$438.68	Per Capita \$	\$103.95	\$322.15
% of Total	20.9%	11.2%	% of Total	4.6%	6.8%
Charges for Services (0000s)	\$2,400.8	\$23,780,013.8	Transportation (0000s)	\$7,559.00	\$5,650,048.57
Per Capita \$	\$116.51	\$1,137.83	Per Capita \$	\$300.68	\$370.81
% of Total	4.7%	29.1%	% of Total	16.0%	7.3%
Admissions, Fines, and Forfeits (0000s)	\$100.0	\$35,788.4	Economic Development (0000s)	\$4,130.43	\$1,075,229.15
Per Capita \$	\$2.64	\$18.32	Per Capita \$	\$167.52	\$54.50
% of Total	0.3%	0.4%	% of Total	8.8%	2.6%
Miscellaneous Revenues (0000s)	\$438.0	\$4,457,078.4	Human Services (0000s)	\$1,170.40	\$4,094,300.57
Per Capita \$	\$28.30	\$219.02	Per Capita \$	\$58.14	\$234.50
% of Total	0.9%	5.5%	% of Total	2.5%	8.1%
Other Revenues (0000s)	\$12,203.3	\$12,001,591.8	Culture / Recreation (0000s)	\$1,204.44	\$1,794,823.73
Per Capita \$	\$589.59	\$574.73	Per Capita \$	\$57.47	\$55.95
% of Total	23.8%	14.7%	% of Total	2.6%	2.3%
			Other Users and Non-Operating (0000s)	\$11,028.61	\$10,103,703.21
			Per Capita \$	\$507.05	\$433.64
			% of Total	25.2%	13.1%
			Court-Related Expenditures (0000s)	\$722.03	\$3,008,702.67
			Per Capita \$	\$37.79	\$144.08
			% of Total	1.7%	3.9%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

	Taylor County	Florida
Crime		
Crime rate, 2020 (Index crime per 100,000 population)	3,071.0	2,153.0
Admissions to prison FY 2021-22	88	25,382
Admissions to prison per 100,000 population FY 2021-22	411.7	113.9

State Infrastructure

	Taylor County	Florida
Transportation		
State Highway	108.4	12,123.4
Countywide Miles	316.5	43,337.5
State Bridges	45	7,079
State Facilities		
Buildings/Facilities (min. 200 Square Feet)		
Number	113	9,420
Square Footage	640,320	65,536,144
Conservation Land (land owner only)		
State-Owned (includes partially-owned)	93,085	5,620,323
% of Total Conservation Land (CL)	98.6%	58.9%
% of Total Area Land	13.6%	18.5%
% of Florida State-Owned CL	1.6%	

Health Insurance Status

	Taylor County	Florida
Percent Insured by Age Group		
Under 65 years	65.1%	64.5%
Under 19 years	92.2%	93.0%
19 to 64 years	82.2%	81.0%

State and Local Taxation

	Taylor County	Next County-Nearest
2022		
County	7.2423	
School	5.6250	
Municipal		1.1123
Special Districts	0.3558	1.0273

*SPTU included in the County-wide "County" category

Education

	Taylor County	Florida
Public Education Schools		
Traditional Setting (2022-23)	School District	3,780
Total (does not include special districts)	0	1,578
Elementary	4	580
Middle	1	725
Senior High	1	608
Combination	0	

	Taylor County	Florida
Educational attainment		
Persons aged 25 and older		
% HS graduate or higher	82.2%	89.0%
% bachelor's degree or higher	11.9%	31.5%

Prepared by
Florida Legislative
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32309-0588
(904) 487-1433 10/27/2020 2:02 PM



June 2022

NEIGHBORHOOD DESCRIPTION

A neighborhood may be defined as the area most closely surrounding the subject property. This area usually has distinguishing characteristics and complimentary land uses. In larger towns and cities, such as Tallahassee, neighborhoods may consist of large urban areas, whereas an entire community may constitute a neighborhood in small towns. In the following paragraphs, important features of the neighborhood will be denoted.

- Boundaries:** The boundaries of the neighborhood are southern Taylor County.
- Location:** The subject is located in southern Taylor County, approximately 13.8 miles south of the city of Perry.
- Linkages:** Spring Warrior Road or County Road 361A runs north-south direction and connects to the city of Perry in Taylor County and Highway 98 West and Highway 27 East run east/west and are easily accessible in the city of Perry in Taylor County.
- Land Uses:** Land uses in the neighborhood are primarily recreational and agricultural in nature. Much of southern Taylor County consists of timber/agricultural land. The southerly boundary of the neighborhood is the Gulf of Mexico. There are residential uses within the immediate area.
- Utilities:** Electricity is currently available in the neighborhood. The majority of sewage disposal in the area is via private septic systems and water by private wells. However, some areas are proximate Perry is serviced by public water.
- Development Trends:** The subject neighborhood is currently in a stable stage with little growth. The only commercial growth experienced in the immediate area has occurred to the north along Highway 98 while the only residential construction is typically on along the bay. The commercial growth is represented by small restaurants and convenience stores.
- Summary:** In conclusion, the subject neighborhood is located in a coastal area with slow development. It is anticipated the neighborhood will experience little growth within the next few years. It is unlikely that the land use of the subject will change in the near future. No economic change is expected in the area, which would change the highest and best use. The general character of the neighborhood should remain stable for several years to come.

SITE ANALYSIS

The subject site contains a total of 3.95 acres, located in southern Taylor County.

Site Description:	The total site is irregular in shape and has approximately 380 feet of frontage along Cobia Lane, approximately 180 feet of frontage on Spring Warrior Road, and approximately 533 feet of frontage along Spring Warrior Creek.
Topography/Drainage:	Approximately 95% of the subject is located in Flood Zone "VE" and 5% of the subject is located in flood zone "AE", both flood prone areas. The subject can be found on FIRM Panel Nos.: 12123C0495E, dated February 1, 2019. In addition, approximately 50% of the tract is in wetland areas.
Soil and Sub-Soil:	No soil test was performed. See the following section for details of the soils descriptions.
Utilities:	The subject has public electricity provided. Water and sewer would be by private systems.
Access/Easements:	Access is provided by Spring Warrior Road and Cobia Lane. Access is considered adequate.
Proximity of Hazards:	We are unaware of any environmental problems that may exist. However, the appraisers are not experts in the field of environmental contamination and recommend an expert.
Zoning:	The subject is zoned Mixed Use Urban Development.
Economic and Locational Factors:	There are no known external factors that negatively impact the property.
Surrounding Land Uses:	The properties surrounding the subject are bait and tackle store, vacant land or residential.
Oil, Gas and Mineral Rights:	The oil, gas and mineral rights are assumed to be intact.

Improvements:

There are no improvements to the subject property.

Economic Factors:

Stable economic conditions noted as discussed earlier in this report.

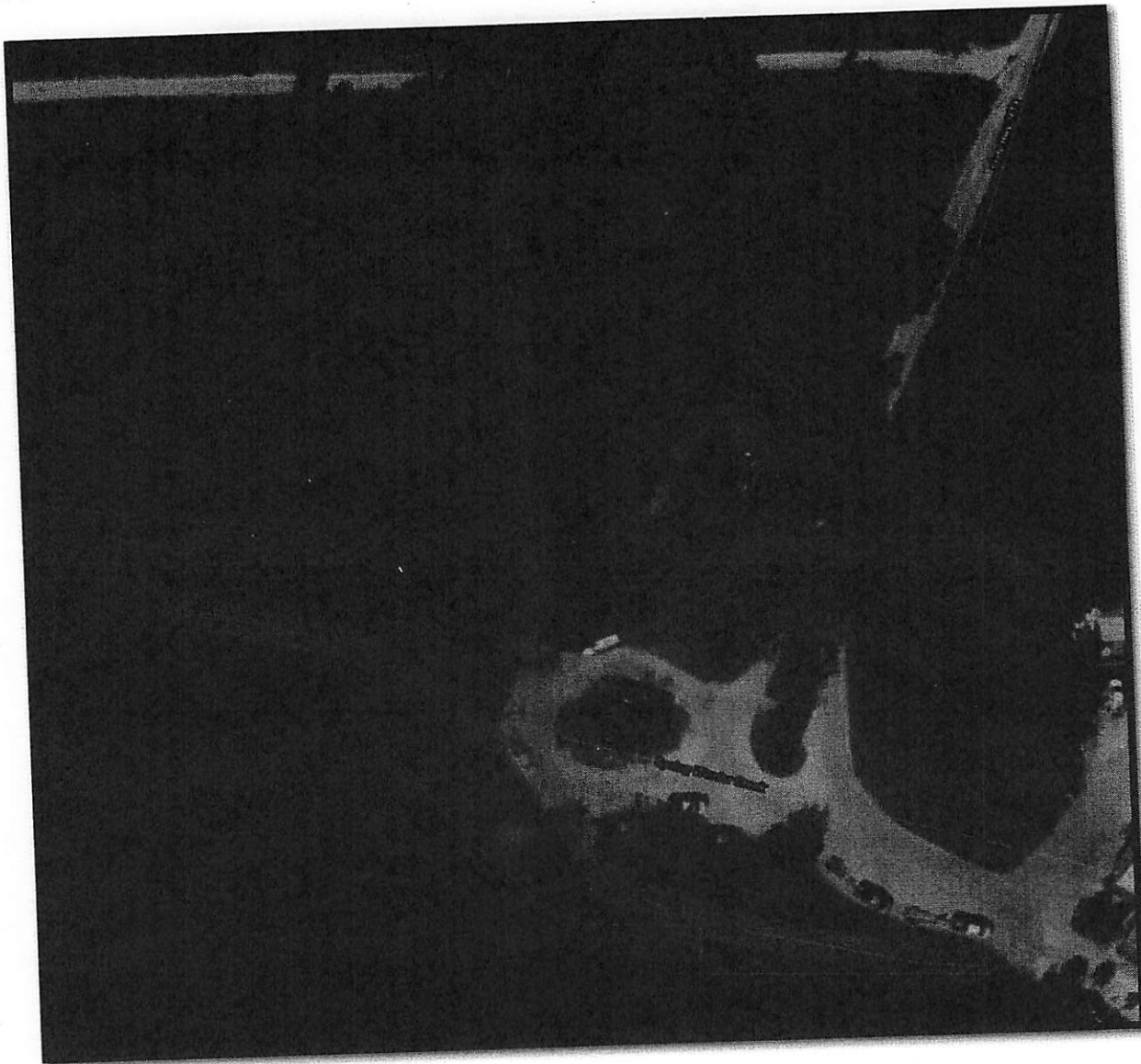
Functional Utility:

In many respects the subject is considered well suited for a residential use.

Conclusions:

The site is considered to have varying aspects that would appeal to a number of users for a residential use.

SOILS MAP



Soils Legend

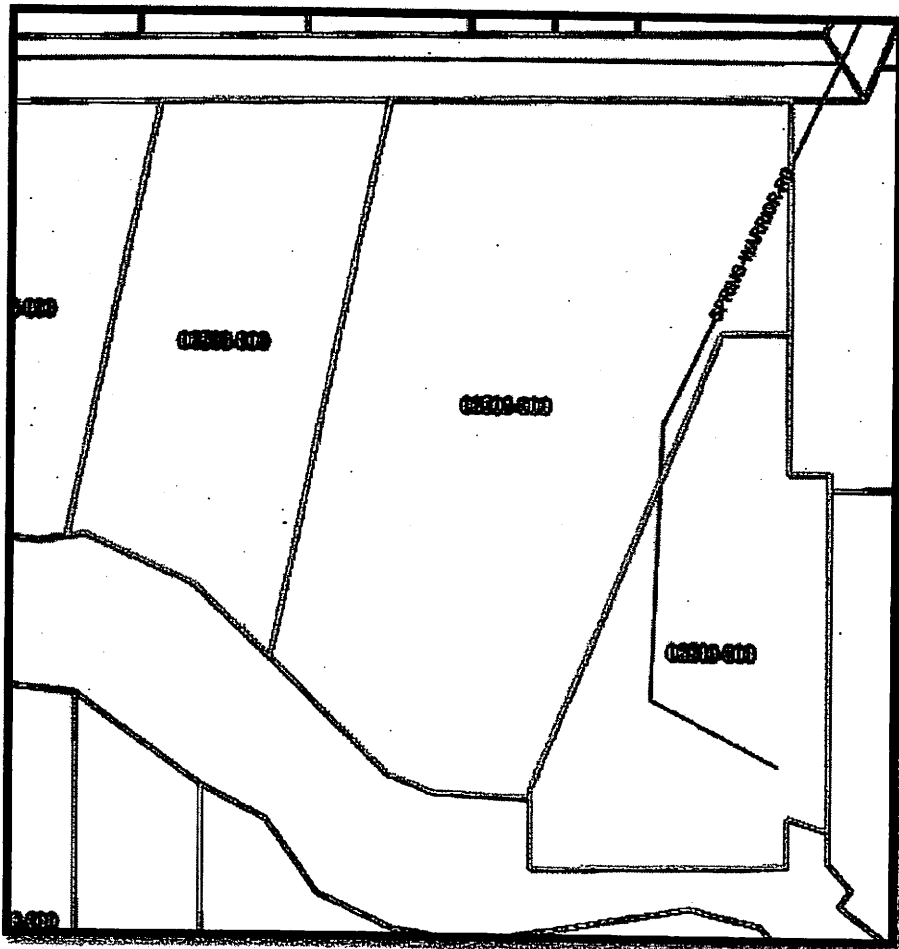
Taylor County, Florida (FL123)			
Taylor County, Florida (FL123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
48	Wekiva-Tennille-Tooles complex, 0 to 2 percent slopes, occasionally flooded	2.3	61.1%
53	Bayvi muck, 0 to 1 percent slopes, frequently flooded	1.2	32.8%
100	Waters of the Gulf of Mexico	0.2	6.1%
Totals for Area of Interest		3.8	100.0%

*Area total shown above does not depict actual acreage of subject



AERIAL VIEW

PLAT MAP

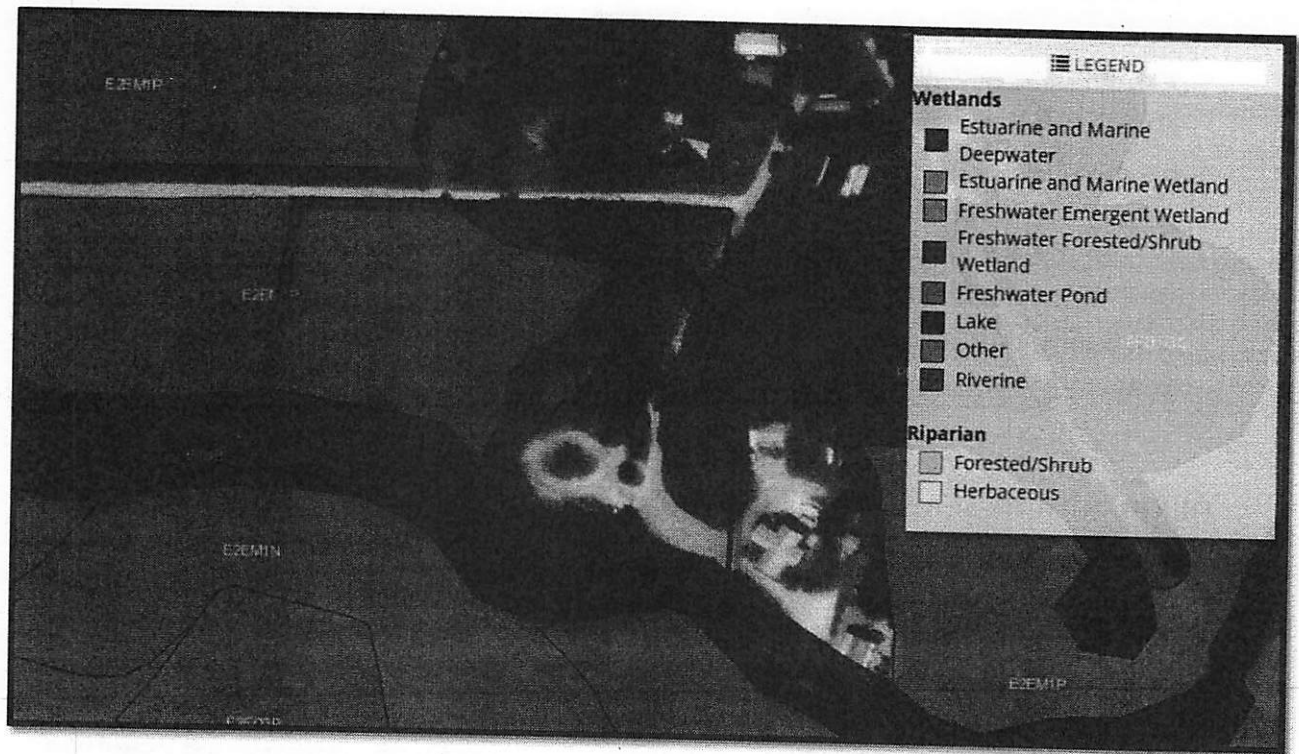


FLOOD MAP



*Gray represents Flood Zone "VE" and green represents Flood Zone "AE"

WETLANDS MAP



ZONING

The subject parcels are zoned Mixed Use Urban Development (MUUD). The zoning designations are described below.

A-1

MIXED USE URBAN DEVELOPMENT

MIXED USE URBAN DEVELOPMENT (1 residence per ½ acre)

1. Residential
2. Outdoor recreation
3. Public service / Utility
4. High-intensity commercial
5. General commercial (not exceeding 10,000 square feet or floor space)
6. Neighborhood commercial (small-scale retail and service establishments, each not to exceed 5,000 square feet in floor space)
7. Professional service and office
8. Small-scale industrial
9. All other uses allowed in lower intensity land classifications (except mining)

DEVELOPMENT STANDARDS MINIMUM

RESIDENTIAL DENSITY

The number of residential dwellings allowed per acre in the MUUD land use is as follows:

1. 2 dwelling units per 1 acre: where private septic and well are provided.
2. 4 dwelling units per 1 acre: where community/public water or sewer are provided.
3. 8 dwelling units per 1 acre: where community/public water and sewer are provided.
4. 12 dwellings per 1 acre: where community/public water and sewer are provided and located on a main road in the Steinhatchee area and/or Coastal High Hazard Area (CHHA).
5. 20 dwellings per 1 acre: where community/public water and sewer are provided, is located on a main road and approved by Planning Board as high intensity development.
6. 4 dwelling units per 1 acre: where located in the Coastal High Hazard Area.

COMMERCIAL DEVELOPMENT

Commercial development is allowed in the MUUD land use only when located on a collector or arterial roadway. All commercial development must have approval by the Planning Board. Some of the allowed commercial uses in the MUUD land use are:

1. Gasoline sales and service;
2. Recreational vehicle parks (minimum of 8 acres);
3. Race tracks;
4. Flea markets;
5. Department stores;
6. funeral homes;
7. Grocery stores;
8. Hotels and motels;
9. Veterinary offices with outdoor kennels;
10. Off-site signs;
11. Restaurants with drive through facilities;
12. Banks with drive through facilities;

ROAD CONSTRUCTION

All roads constructed in the MUUD land use must have a paved surface course, with a 60-foot right of way. There are no exceptions to the paved surface requirement. The construction plans for roads must be prepared by a professional Engineer. New subdivision roads must be constructed prior to final plat approval, or the developer must post a bond in the anticipated amount of the road construction costs. If the road will be deeded to the County, the developer must provide maintenance of the road for a 1-year period after the completion and approval of construction. The developer must post a bond for the projected cost of the maintenance for the 1-year period.

SUBDIVISIONS

Division of a parcel or lot into more than 2 parcels or lots creates a subdivision and requires platting and recording. Some of the steps in creating a subdivision are:

1. Submit preliminary plat;
2. Receive Planning Board approval of preliminary plat;
3. Obtain a surface water permit from the SRWMD (Suwannee River Water Management District);
4. Have roadway construction plans prepared by a licensed engineer;
5. Submit roadway construction plans to County Engineer;
6. Construct roads;
7. Submit bond for 1-year maintenance period;
8. Submit final plat.

PROPERTY LINE SETBACKS

FRONT: 30-feet setback from the front property line.
SIDE: 10-feet setback from the side property line.
REAR: 15-feet setback from the rear property line.
RIVERS: 75-feet setback from the natural bank of the river.
WETLANDS: 35-feet setback from the wetland edge.

The setback requirements apply to all portions of the primary structure, including eaves, porches and stairs. The setback requirements also apply to all secondary buildings such as, storage buildings, pole barns, etc.

ASSESSED VALUE AND TAXES

The subject property for 2022 was assessed as follows:

Parcel Number	Acres	Just (Market) Value	Taxable Value	Taxes
06503-000	0.93	\$ 11,250	\$ 11,250	\$ 425.99
06501-000	2.05	\$ 510,000	\$ 77,750	\$ 1,724.20
06510-000	0.85	\$ 255,000	\$ 32,240	\$ 670.74
TOTALS	3.83	\$ 776,250	\$ 121,240	\$ 2,820.93

The estimated market value of the subject is based on the Property Appraisers' current estimate of market value. The Assessed Value is the value the property taxes are based on and after the agricultural exemption. If the property is ever developed the assessed value and market value will be the same. The Taylor County Property Appraisers market value is typical of the area but does appear to be over-assessed. Total taxes based on the current millage rates were \$2,820.93. If the four percent discount for early payment is applied, the tax liability was \$2,708.09. The taxes have been paid at the discounted rate and there are no delinquent amounts due.

LARGER PARCEL ANALYSIS

The larger parcel is that tract of land which possesses a unity of ownership and has the same, or an integrated, highest and best use. Elements to be considered in determining the larger parcel are contiguity (or proximity) as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.

The unity of ownership test with the premise that, in making a larger parcel determination, it is allowable to consider all lands that are under the beneficial control of a single individual or entity even though title is not identical in all areas of the tract(s).

The subject is located in Taylor County. The parcel was deeded to Robert E. Dozier and M&S Property Inv. TC. A search of ownerships in Taylor County for Robert E. Dozier and M&S Property Inv TC revealed no additional parcels in the ownership of Robert E. Dozier and M&S Property Inc. TC within the subject's market area.

All of the surrounding properties are in the ownership of private property owners and the subject has been in the ownership of Robert E. Dozier and M&S Property Inv TC for over ten years.

There are no other parcels owned by Robert E. Dozier and M&S Property Inv. TC. The subject 3.95 acres is operated as a vacant tract with a residential highest and best use. The subject 3.95 acres have a very similar highest and best use, under the same ownership and is contiguous. The 3.95 acres meet the requirements for the larger parcel and considered the larger parcel in this assignment.

ACQUISITION ANALYSIS

The parcel is described as containing 3.95 acres and is 50% wetlands. The uplands are in natural growth. The wetlands are all marsh lands.

HIGHEST AND BEST USE

Highest and best use is defined as by UASFLA, Section 1.4.4:

"For just compensation purposes, market value must be determined with reference to the property's highest and best use, that is, the highest and most profitable use for which the property is adaptable or needed or likely to be needed in the reasonably near future."

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to the community environment or to community development goals in addition to wealth maximization of individual property owners. The determination of a property's highest and best use also includes identifying the motivations of probable purchasers. Different motivation of probable purchasers may influence the highest and best use and be significant in the determination of a property's highest and best use.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

Highest and best use analysis involves two separate steps as stated in the definition. Highest and best use "as if vacant" may differ from highest and best use "as improved." As long as the improvements contribute value to the property, the existing use is highest and best use, which may differ from highest and best "as if vacant." For example, in a subdivision where zoning has been changed from single-family residential to duplex, several new duplexes are being built. An older home will contribute value to the land, but a duplex would be more profitable on the site.

HIGHEST AND BEST USE (continued)

Four factors are involved in highest and best use analysis "as if vacant": (1) is the proposed use legal; (2) is it physically suitable; (3) is it feasible - is there a strong enough market for the proposed

use; and (4) of the feasible uses which one is maximally productive. These four criteria should be considered sequentially and it is necessary to continue with the analysis only if the subject fits each criterion or there is a reasonable probability that the criteria in question may be altered.

HIGHEST AND BEST USE - AS IF VACANT

Legally Permissible

Legality involves zoning restrictions, building restrictions, deed restrictions and environmental regulations. The subject is zoned Mixed Use Urban Development. The intent of this zoning ordinance is for residential uses and minor commercial uses. Principal uses include residential, RV parks, hotels and restaurants.

Physically Possible

The physical aspects of a site affect the uses to which it can be improved. The frontage, depth and topography can all have a factor in how the site is developed. The subject is 3.95 acres. All uses that are legally permissible are possible. The parcel does have direct road frontage on publicly maintained roads. Interior access is by private dirt roads. A site of this size is suitable for a residential or commercial use. Electricity is in the area and to the subject site. Water and sewer is by private systems. The subject is entirely in a flood prone area and 50% is in wetlands and can not be developed.

Financially Feasible

Is it feasible - is there a strong enough market for the proposed use? To accomplish this, the existing improvements within the neighborhood must be examined. All of the allowable uses were considered physically possible. Residential, recreation and commercial uses are all considered. The size of the site does not lend itself to a major commercial development. The subject has been vacant for numerous decades but has not been listed for sale. The area is very remote and there is little demand for a commercial use. The subject has frontage on Spring Warrior Creek and a residential use is the only financially feasible use.

Maximally Productive

The subject's only financially feasible use is a residential use. Therefore, the maximally productive use, or the highest and best use, is considered to be a residential use.

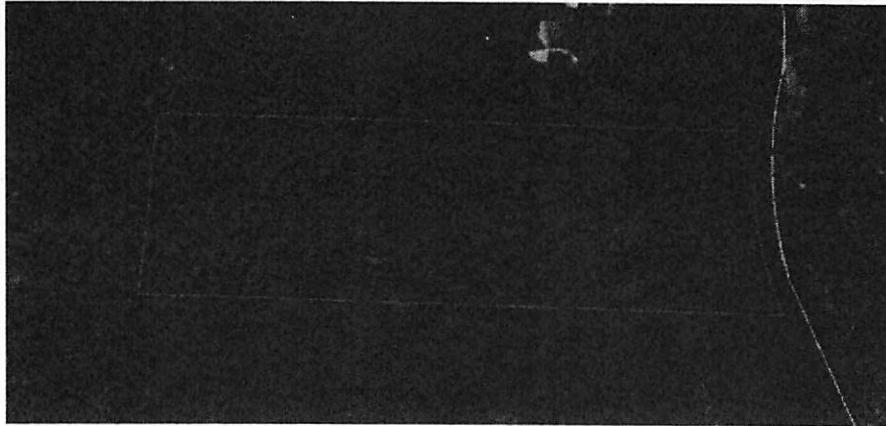
SALES COMPARISON APPROACH

In the sales comparison approach, the appraiser arrives at an indication of value by comparing the larger property with other recently sold competitive properties. This approach is also based on the principle of substitution that states that the market value of a parcel is that value indicated by active and informed buyers in the market for comparable properties, offering similar quality of space and amenities, assuming no costly time delays. In the sales comparison approach, the subject parcel is usually compared with other similar properties located within the same neighborhood or a compatible neighborhood, as similar as possible in age, size, condition and utility. Given adequate market data, the sales comparison approach usually provides the better indication of value of the three approaches.

There are sales of large acreage parcels in the market similar to the subject parcel. We have analyzed and adjusted these sales for the salient characteristics that affect value, including date of sale, location, improvement conditions, financing concessions and other pertinent factors. The adjusted prices indicate a range where the subject parcel's value is likely to fall. The highest and best use of the subject is for a residential use. The following comparable sales have a similar highest and best use. A description of each of the comparable sales and the analysis of each sale and conclusions are presented on the following pages.

It was determined the larger parcel of the subject consists of the entire 3.95 acres. The larger parcel is all contiguous and under the same or similar ownership.

Land Sale No. 1



Property Identification

Record ID	3845
Property Type	Vacant Land, Residential
Property Name	Residential land
Address	River Plantation Road, Wakulla County, Florida
Location	W/S River Plantation Rd.
Tax ID	20-3S-01E-154-05398-A33
MSA	Wakulla County, Florida

Sale Data

Grantor	Lion Investment Holdings, LLC
Grantee	Benjamin Jester
Sale Date	May 26, 2023
Deed Book/Page	1314/348
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Grantee; October 24, 2023; Other sources: Public Records, Confirmed by Stephen A. Griffith, MAI, SRA

Sale Price	\$200,000
Cash Equivalent	\$200,000

Land Data

Zoning	Residential
Topography	Mostly Level
Utilities	Electricity
Dimensions	210' x 660'
Shape	Rectangular
Flood Info	Flood Zone "AE"

Land Sale No. 1 (Cont.)

Land Size Information

Gross Land Size	3.000 Acres or 130,680 SF
Front Footage	410 ft Total Frontage: 210 ft River Plantation Rd.; 200 ft Wakulla River;

Indicators

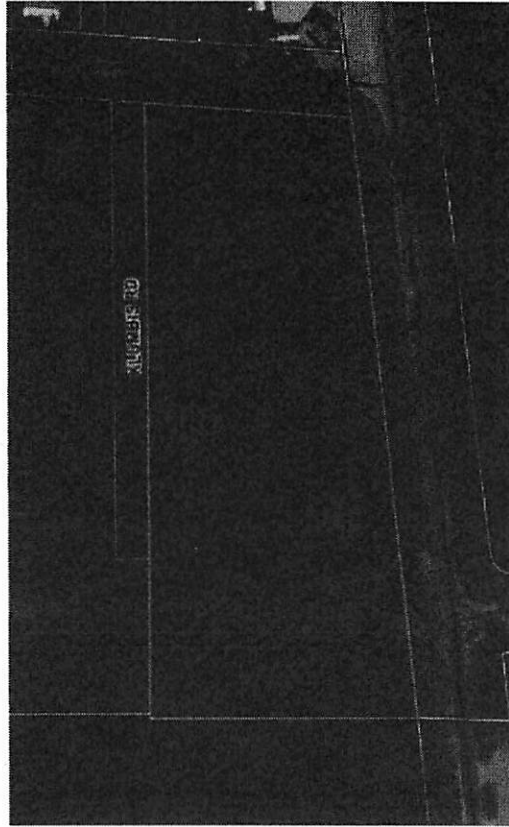
Sale Price/Gross Acre	\$66,667
Sale Price/Gross SF	\$1.53
Sale Price/Front Foot	\$488

Remarks

This parcel is located in the southern portion of Wakulla County. Parcel has canal access to the Wakulla River and was wooded at the time of the sale. Parcel had approximately 75% wetland areas.

Current Use: Vacant Residential
Highest and Best Use: Residential

Land Sale No. 2



Property Identification

Record ID	3846
Property Type	Vacant Land, Residential
Property Name	Residential land
Address	Keaton Beach Road, Taylor County, Florida
Location	W/S Keaton Beach Rd.
Tax ID	06825-200
MSA	Taylor County

Sale Data

Grantor	John H. Parker, III, et al
Grantee	Jason R. Mallin
Sale Date	April 13, 2022
Deed Book/Page	Multiple
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Grantee; October 24, 2023; Other sources: Public Records, Confirmed by Stephen A. Griffith, MAI, SRA

Land Sale No. 2 (Cont.)

Sale Price	\$400,000
Cash Equivalent	\$400,000

Land Data

Zoning	Residential
Topography	Mostly Level
Utilities	Electricity
Dimensions	735' x 329'
Shape	Mostly Rectangular
Flood Info	Flood Zone "VE"

Land Size Information

Gross Land Size	4.790 Acres or 208,652 SF
Front Footage	1,277 ft Total Frontage: 735 ft Keaton Beach Rd.; 542 ft Klumbis Rd.;

Indicators

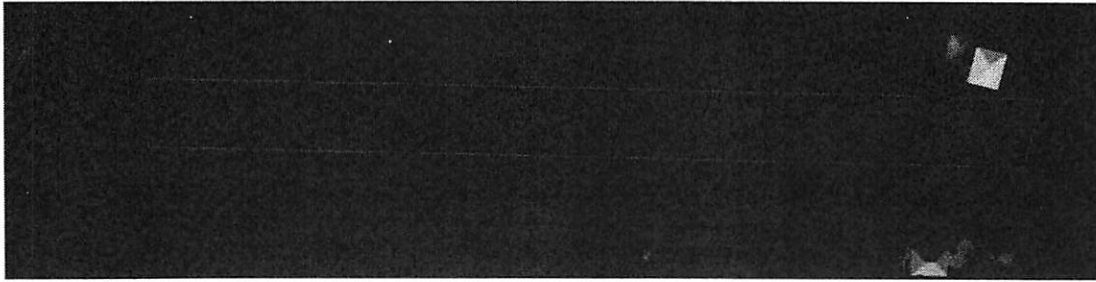
Sale Price/Gross Acre	\$83,507
Sale Price/Gross SF	\$1.92
Sale Price/Front Foot	\$313

Remarks

This parcel is located in the western portion of Taylor County, just east of the Gulf of Mexico and was wooded at the time of the sale. This transaction was consummated with five separate Warranty Deeds of even date but with multiple Grantors conveying individual interests with a total purchase price of \$400,000. Parcel had approximately 25% wetland areas.

Current Use: Vacant Residential
Highest and Best Use: Residential

Land Sale No. 3



Property Identification

Record ID	3859
Property Type	Vacant Land, Residential
Property Name	Residential Land
Address	Lot 14 Sand Bar Road, Port Saint Joe, Gulf County, Florida 32456
Location	W/S Sand Bar Rd.
Tax ID	06274-270R
MSA	Gulf County

Sale Data

Grantor	Michael A. & Debra A. Muhl
Grantee	Ann T. Fuller
Sale Date	October 13, 2022
Deed Book/Page	780/145
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to Seller
Verification	Kaye Haddock-Broker; 850-227-6600, November 29, 2023; Other sources: Public Records, Confirmed by Stephen A. Griffith, MAI, SRA

Sale Price	\$278,000
Cash Equivalent	\$278,000

Land Data

Zoning	RES-Single Family
Topography	Sloping
Utilities	All Available
Dimensions	100' X 1,292'
Shape	Rectangular
Flood Info	Flood Zone "VE"

Land Size Information

Gross Land Size	2.930 Acres or 127,631 SF
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Land Sale No. 3 (Cont.)

Front Footage 200 ft Total Frontage: 100 ft Sand Bar Rd.; 100 ft St. Joseph Bay;

Indicators

Sale Price/Gross Acre \$94,881

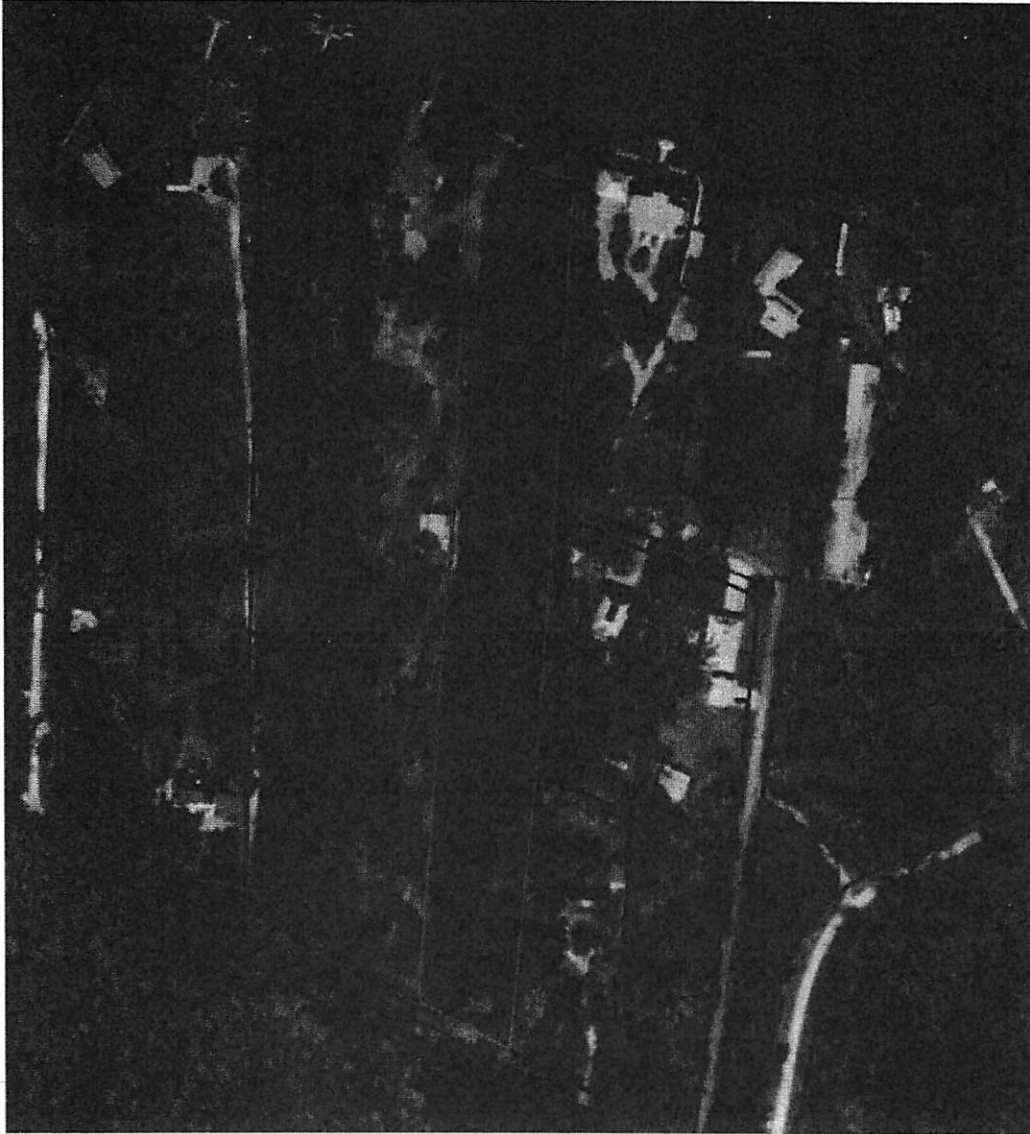
Sale Price/Gross SF \$2.18

Sale Price/Front Foot \$1,390

Remarks

This sale is located in southern Gulf County, approximately 0.5 mile north of the Gulf of Mexico and has access to St. Joseph Bay.

Land Sale No. 4



Property Identification

Record ID	3860
Property Type	Vacant Land, Residential
Property Name	Residential Land
Address	2637 Bluff Road, Apalachicola, Franklin County, Florida 32320
Location	N/S Bluff Rd.
Tax ID	21-08S-08W-0000-0120-0020
MSA	Franklin County

Land Sale No. 4 (Cont.)

Sale Data

Grantor	John R. Bone, As Trustee
Grantee	John C. Vieren
Sale Date	June 14, 2021
Deed Book/Page	1305/197
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Amy Price-Broker; 850-866-4424, November 29, 2023; Other sources: Public Records, Confirmed by Stephen A. Griffith, MAI, SRA

Sale Price	\$535,000
Cash Equivalent	\$535,000

Land Data

Zoning	RES-Single Family
Topography	Gently Sloping
Utilities	All Available
Dimensions	130' x 1,124'
Shape	Rectangular
Flood Info	Flood Zone "AE"

Land Size Information

Gross Land Size	3.440 Acres or 149,846 SF
Front Footage	272 ft Total Frontage: 130 ft Bluff Rd.; 142 ft Apalachicola River;

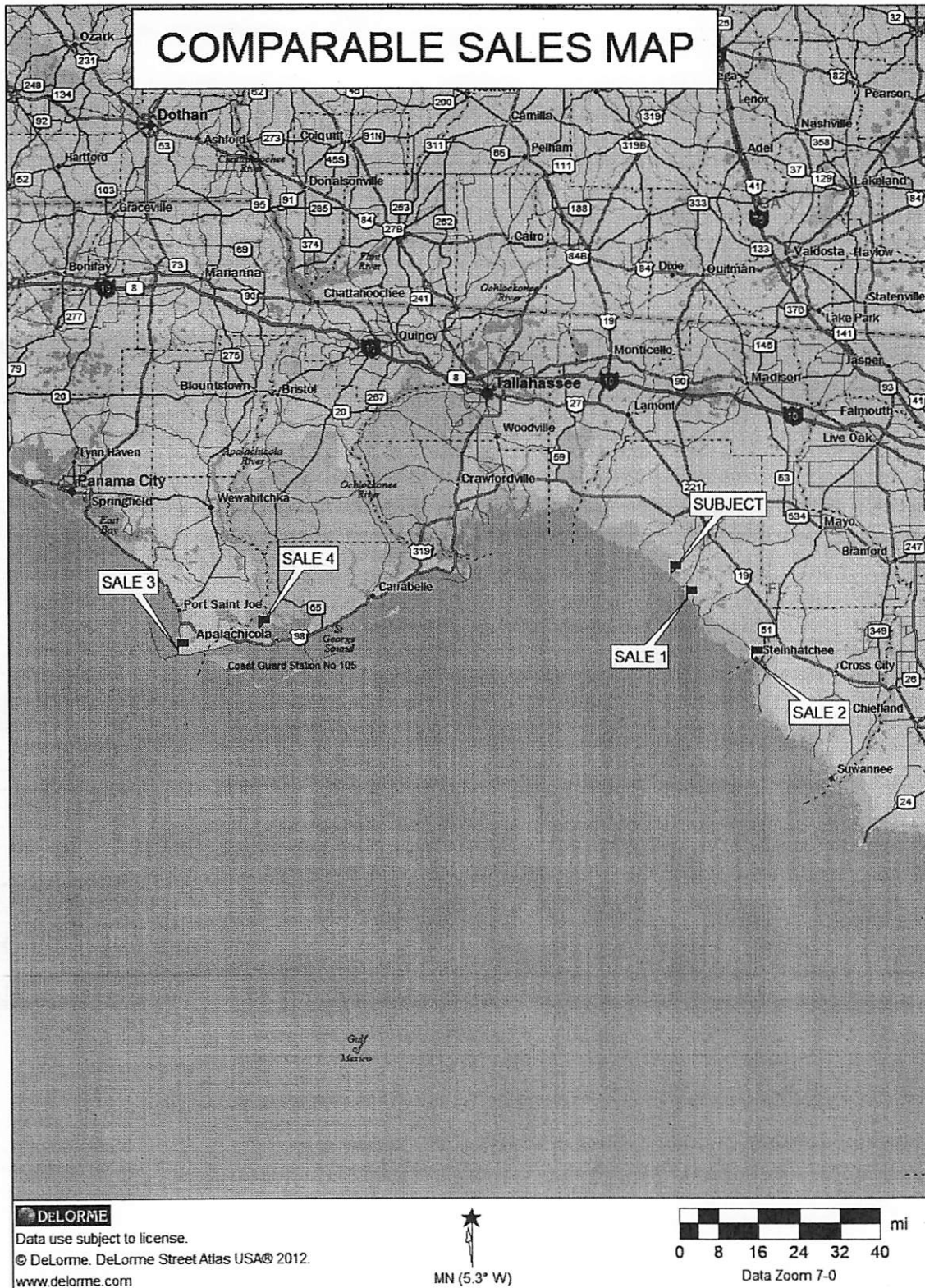
Indicators

Sale Price/Gross Acre	\$155,523
Sale Price/Gross SF	\$3.57
Sale Price/Front Foot	\$1,967

Remarks

This vacant land sale is located in southwestern Franklin County and has frontage on the Apalachicola River with concrete bulkhead. Parcel is approximately 2 miles north of historic Apalachicola and Apalachicola Bay.

COMPARABLE SALES MAP



Summary and Adjustment Grid of Comparable Land Sales									
	Remainder	Sale 1		Sale 2		Sale 3		Sale 4	
Location	Spring Warrior Road, Taylor County, FL	River Plantation Road, Wakulla County, FL	Adj.	Keaton Beach Road, Taylor County, FL	Adj.	Sand Bar Road, Gulf County, FL	Adjustment	2637 Bluff Road Franklin County, FL	Adjustment
Sales Date			5/26/2023		4/13/2022		10/13/2022		6/14/2021
Sales Price			\$200,000		\$400,000		\$278,000		\$535,000
Size (Acres)	3.95		3.00		4.79		2.93		3.44
Sale Price/Acre			\$66,667		\$83,507		\$94,881		\$155,523
Rights Transferred	Fee Simple	Fee Simple	0	Fee Simple	0	Fee Simple	0	Fee Simple	0
Financing		Cash to seller	0	Cash to seller	0	Cash to seller	0	Cash to seller	0
Condition of Sale		Arm's Length	0	Arm's Length	0	Arm's Length	0	Arm's Length	0
Expenditures after Sale		None	0	None	0	None	0	None	0
Market Conditions		None	0.00	None	0	None	0	None	0
Adjusted SP/Acre			\$66,667		\$83,507		\$94,881		\$155,523
Adjustments for									
Physical Characteristics									
Location	Average	Average	Similar	Average	Similar	Average	Similar	Good	Superior
Size	Medium	Medium	Similar	Medium	Similar	Medium	Similar	Medium	Similar
Highest and Best Use	Residential	Residential	Similar	Residential	Similar	Residential	Similar	Residential	Similar
Improvements	None	None	Similar	None	Similar	None	Similar	None	Similar
Water Frontage	Creek	River	Inferior	Gulf View	Inferior	Bay	Similar	River	Similar
Access	Public	Public	Similar	Public	Similar	Public	Similar	Public	Similar
Topography	Generally Level	Generally Level	Similar	Generally Level	Similar	Generally Level	Similar	Generally Level	Similar
Wetlands	50%	75%	Slightly Inf	25%	Superior	80%	Inferior	0%	Superior
Economic characteristics									
Use-Zoning	MUUD	Residential	Similar	Residential	Similar	Residential	Similar	Residential	Similar
Overall Comparability			Inferior		Inferior		Inferior		Superior
			Range	\$66,667	to	\$155,523			
								Average	\$100,144
								Median	\$89,194

EXPLANATION OF ADJUSTMENTS

UNIT OF COMPARISON

It is necessary to establish a unit of comparison that will be utilized in developing a value by this approach. Each of the units of comparison is a function of the sale price. In valuing vacant land similar to the subject parcel, the most appropriate unit of comparison is considered to be the price per acre.

PROPERTY RIGHTS

The property rights conveyed in a transaction typically have an impact on the price that is paid. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights.

The fee simple interest was conveyed on each of the sales. The property rights appraised is the fee simple interest, subject to typical utility and right-of-way easements of record and one half interest in oil, gas and mineral rights. There is no right of entry pursuant to the Marketable Record Title Act. Therefore, no adjustment is required to any of the sales.

FINANCING

The price of comparable properties selling at different financing terms are adjusted to find market value. The theory is that terms less advantageous to the seller will cause a higher sale price; cash being most advantageous to the seller.

All four of the sales were cash to seller and considered cash equivalent. Therefore, adjustments for financing are not required.

CONDITIONS OF SALE

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. Each sale was verified as an arm's length transaction at market value. An adjustment is not required to any of the sales for conditions of sale.

EXPENDITURES AFTER SALE

A knowledgeable buyer considers expenditures that will be needed after the purchase of a property. Some typical expenditures are:

- Cost to cure deferred maintenance
- Cost to demolish or remove any part of the improvement
- Cost of a zoning change
- Cost to remove environmental contamination

The costs are not actual costs, but the costs that are anticipated by the buyer and seller. There are no adjustments for expenditures after the sales required to the comparable sales.

MARKET CONDITIONS

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, and other factors. Changing market conditions may create the need for adjustments to sales that represent transactions during periods of dissimilar market conditions.

Adjustments for time and price trends attempt to quantify changes in market conditions between the date of each sale and the date of the appraisal, based on current market conditions and available properties. The sales occurred from January of 2020 to May of 2023. There is no observable increase or decrease in value and adjustments are not warranted.

LOCATION

Location adjustments may be required when the locational characteristics of a comparable property are different from those of the subject property. These include, but are not limited to, general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, rental rates, and other factors.

Tracts with major street influence tend to bring higher prices than otherwise comparable secondary street locations. Additionally, tracts featuring corner influence typically command higher prices in the market place, as opposed to interior locations. For retail users, the hard corner of an intersection may be marketed to a large pool of small users (e.g. service stations, fast food restaurants, etc.) for sale.

Adjustments for location typically are associated with the general demographics of the area and property specific influences such as traffic counts, ingress/egress, and proximity to linkages such as interstate and overall characteristics of an area.

The subject is located in a coastal area of Taylor County. Sale No. 4 is a superior location in Apalachicola, Florida and adjusted downward accordingly.

SITE SIZE

Market evidence typically supports the premise that a larger tract will sell on a lower per unit price than a similarly situated smaller one. This results from various factors such as: there are more potential purchasers in the market place for smaller parcels and the fact that costs typically decreases as a project increases in size. This last factor results from the economies of scale, which are achieved with larger properties.

Size is an adjustment in which the comparable sales parcel size is compared to the subject. Depending on the market segment, variation in size can have effect up to a point on the price per acre index. Typically, if a comparable property is larger than the subject, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable property is smaller than the subject, a downward adjustment is applied. All four sales are similar in size and adjustments are not required.

HIGHEST AND BEST USE

The subject has a residential highest and best use. All of the comparable sales have a similar highest and best use; therefore, adjustments are not required.

IMPROVEMENTS

The subject does not have any improvements. None of the comparable sales have any improvements and adjustments are not required.

WATER FRONTAGE

The subject has frontage on Spring Warrior Creek which leads to the Gulf of Mexico. Sale Nos, one and two are inferior since Sale No.1 has limited boat access and Sale No. 2 has no boat access.

ACCESS

The access to the subject property is by a publicly maintained road. All of the comparable sales have similar access and adjustments are not required.

TOPOGRAPHY

The subject is generally level and there are no topography issues that would hinder construction. All of the sales have similar topography and adjustments are not required.

WETLANDS

The subject has approximately 50% in wetland areas. Sale No. 4 has a significantly smaller percentage wetland area and is adjusted downward. Sale Nos. 1 and 3 have a higher percentage and adjusted upward while Sale Nos. 2 and 4 are superior in wetland area. The wetland areas are determined by the US Fish and Wildlife national wetland inventory maps.

ZONING

The subject is zoned Mixed Use Urban Development which allows for residential construction. The four sales will allow residential construction and considered similar to the subject. Adjustments are not necessary to the four comparable sales.

FINAL RECONCILIATION

The sales presented are considered to be the most persuasive evidence of market value for the subject property as of the date of this appraisal. Before adjustments, the comparable sales indicate a range of subject value from \$66,667 to \$155,523 per acre of land area. A summary of these sales is presented below.

All four sales are located in north Florida and considered similar locations.

Sales Comparison Final Value Indications				
	Sale 1	Sale 2	Sale 3	Sale 4
Sales Price/Acre	\$66,667	\$83,507	\$94,881	\$155,523
Number of Adjustments	2	2	1	2
Overall Comparability	Inferior	Inferior	Inferior	Superior
	Average Price/Acre		\$100,144	
	Median Price/Acre		\$89,194	
	Final Indication of Value/Acre		\$110,000	

The four sales as adjusted provide an adequate indication of market value. The sales required minimal adjustments. There are no available sales within the immediate area. All of the sales are similar in size. All of the sales have a different percentage of wetlands. None of the sales have any improvements which contribute to the overall value.

Sale No.	Price per Acre	Comparability
1	\$66,667	Inferior
2	\$83,507	Inferior
3	\$94,881	Inferior
4	\$155,523	Superior

Sale Nos. 1, 2 and 3 are inferior to the subject since they are inferior in wetlands or water frontage. Sale No. 4 is superior since it is superior in wetland area and location. In the final analysis, the estimated value is slightly higher than Sale Nos. 1, 2 and 3 since they are inferior because they have a higher percentage of wetlands or inferior in water frontage. Sale No. 4 is superior due to a lesser percentage of wetlands and superior location in Apalachicola, FL. Considering all relevant factors, I reconcile to \$110,000 per acre for an indication of the subject's value. This unit value would apply from 2.5 to 5.0 acres. Therefore, we have the following:

$$\$110,000 \quad \times \quad 3.95 \text{ Acres} \quad = \quad \$434,500$$

FINAL INDICATED VALUE \$435,000

Extraordinary Assumption: It is noted that no title commitment was provided, however most of the restrictions and exceptions have been satisfied, but not shown as satisfied or cleared thus making the status of title to the property uncertain. The client has requested that I assume there is clear title to the property and there are no other known incumbrances, outstanding rights or restrictions beyond those already identified (including mineral or other reservations) that could materially affect value. Use of this statement is consistent with federal policy. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or re-appraisal of the property so that the estate appraised matches the estate to be transferred. The use of the Extraordinary Assumption may have impacted assignment results.

ADDENDA

Taylor County
Board of County Commissioners
PO Box 620
Perry, FL 32348

PURCHASE ORDER NO. 20231988

PAGE NO. 1

Submit original invoice to above address

V
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7946
BELL GRIFFITH & ASSOCIATES, INC.
1679 METROPOLITAN CIRCLE
TALLAHASSEE FL 32308

S
H
I
P
TAYLOR COUNTY BCC
201 E GREEN ST
PERRY, FL 32348

T
O
ATTN:
purchasing@taylorcountygov.com

ORDER DATE: 09/12/23		BUYER: JAMI EVANS		REQ. NO: R2302258	REQ. DATE: 09/08/23
TERMS: NET 30 DAYS		F.O.B.		DESC:	
ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	ALL	SPRING WARRIOR SITE -UNIFORM APPRAISAL STANDARD FOR FEDERAL LAND ACQUISITION (UASFLA) "YELLOWBOOK" APPRAISAL. APPRAISAL TO ALSO INCLUDE MINERAL RIGHTS ASSOCIATED WITH THE PROPERTY. I	5000.0000	5,000.00
ITEM			ACCOUNT	AMOUNT	PROJECT CODE
01			0213-03 53101	5,000.00	
				PAGE TOTAL \$	5,000.00
				TOTAL \$	5,000.00
Taylor County is an AAP/EOE employer and requires compliance with Executive Order 11246					

Sallanda Pemberton
County Administrator

David W. Wick
County Clerk

Taylor County, FL

Hurricane Damage Form

Hurricane Damage Form

Summary

Tax District: CD Millage Rate: 14.4259
 Site Location: Unassigned Location RE
 Section Township: 31-04-07
 Parcel: 06503-000
 Parcel ID: N/A
 Ownership: VACANT
 Legal Description: LESS 0.000-93 ACRES - COMMING CORSECT TH 20 FT 5.276 FT - FOR POS TH S122W TO MIDDLE OF CREEK - TH 412 FT N 2502 440 FT W 138 FT - TOP FOR LESS 1/32 MT N 004 48 GTS - OR 514-454 OR 742-719 OR 743-422 OR 754-351 OR 761-424
 (Notes: Not to be checked on legal document)

Owner

BOILER ROBERT E & MRS PROPERTY INC
 3423 HWY 17 S
 PERRY FL 32348

Land

Land Use: 0000
 Number of Units: 3
 Unit Type: UT
 Assessed Value: \$11,250

Sales History

Sale Date	Type of Document	Book	Page	Amount
04-20-2017	WARRANTY DEED	241	124	\$100
10-27-2016	WARRANTY DEED	234	211	\$100
03-09-2016	WARRANTY DEED	242	212	\$100
03-09-2016	WARRANTY DEED	242	212	\$100
10-01-2003	WARRANTY DEED	114	420	\$18,271

Valuation

Land Value	2023
Agricultural	\$11,250
Building Value	\$0
Assessed MF Value	\$0
Total MF Value	\$0
Assessed Value	\$11,250
SC Value Added	\$0
Assessed Value	\$11,250
Exempt Value	\$0
Taxable Value	\$11,250
Appraised Land Value	\$11,250
Assessed Justification or Classified Value	\$11,250

TRIM Notices

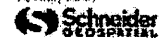
TRIM 10/24/2023 10/24/2023

No data available for the following modules: Building Data, Sketch

This document was generated by the Taylor County Property Appraiser's Office. It is a public document and is subject to change without notice. The information contained herein is for informational purposes only and should not be used for legal or financial purposes. The information is provided as is and is not guaranteed to be accurate or complete. The information is provided as is and is not guaranteed to be accurate or complete. The information is provided as is and is not guaranteed to be accurate or complete.

Printed By:

Printed Date:



Taylor County, FL

Hurricane Damage Form

Hurricane Damage Form

Summary

Tax District: CO1484259
 Site Location: Unimproved Location RE
 Section: 31-04-07
 Coverage Range (Parcel): 00001-000
 Exemption: N/A
 Property Usage: Vacant
 Legal Description: 183.00000 ACRES - CON NW COR OF NW 1/4 OF NW 1/4 SEC 20 T15 S 12 N W - 40 FT TO CREEK THSE TO SW COR - LOT 1 LAND N 50 FT N 22 1/40 E 200 - FT E N 1 FT N 134 FT W 277 FT TO POB - LESS 1.02 3/4 FT IN OWN ROOTS - ON 334-144 OR 743-712 OR 743-722 OR 751-521 OR 751-434 SUBJECT TO EASE AT OR 825-391
 (Note: Not to be used on legal descriptions)

Owner

DOZIER ROBERT E & MRS PROPERTY 96/TC
 3422 HWY 1 N
 PERRY FL 32348

Land

Land Use: 0000
 Number of Units: 4
 Unit Type: UT
 Assessed Value: \$510,000

Sales History

Sale Date	Type of Document	Book	Page	Amount
04-20-2017	WARRANTY DEED	791	424	\$500
10-27-2016	WARRANTY DEED	756	251	\$300
03-09-2016	WARRANTY DEED	752	212	\$100
03-09-2016	WARRANTY DEED	741	222	\$100
10-01-2009	WARRANTY DEED	731	028	\$61,779
01-01-1975	WARRANTY DEED	102	2	\$1,900

Valuation

Land Value	2020
Agricultural	\$510,000
Building Value	\$0
Assessed DP Value	\$0
Total Misc. Value	\$0
Just or Classified Value	\$510,000
SCM Deferred	\$432,750
Assessed Value	\$77,250
Exempt Value	\$0
Taxable Value	\$77,250
Appraised Land Value	\$510,000
Assessed Justification or Classified Value	\$510,000

TRIM Notices

2017 TRIM Notice 11/1/17

No data available for the following modules: Building Data, Street

APPRAISER LICENSE

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
FLORIDA REAL ESTATE APPRAISAL BD			
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES			
 GRIFFITH, STEPHEN A 1679 METROPOLITAN CIRCLE TALLAHASSEE FL 32308			
LICENSE NUMBER: RZ320			
EXPIRATION DATE: NOVEMBER 30, 2024			
Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

APPRAISER QUALIFICATIONS

REAL ESTATE APPRAISAL QUALIFICATIONS OF STEPHEN A. GRIFFITH, MAI, SRA

POSITION: President, Bell, Griffith & Associates, Inc.

PROFESSIONAL DESIGNATIONS: MAI, SRA Appraisal Institute

LICENSE: State of Florida, Certified General Appraiser, No. RZ320
State of Georgia, Certified Real Estate Appraiser, No. 2709

ADDRESS: 6381 Ox Bow Run
Tallahassee, Florida 32312

EDUCATION: B.S. Degree, University of Florida, 03/17/1979,
Gainesville, Florida

APPRAISAL COURSES:

- 1977 Real Estate Practices and Principles, Course I, University of Florida
- 1977 Society of Real Estate Appraisers, Course 101, University of Florida
- 1978 Society of Real Estate Appraisers, Course 201, University of Florida
- 1978 Real Estate Practices and Principles, Course II, University of Florida
- 1981 Society of Real Estate Appraisers Seminar - Appraising Residential Condominiums
- 1981 Society of Real Estate Appraisers, R-2 Exam
- 1982 Society of Real Estate Appraisers Cash Equivalency and Creative Financing Seminar
- 1985 Society of Real Estate Appraisers Explanation of Memorandum R41-b Of the Federal Home Loan Bank Board
- 1987 Society of Real Estate Appraisers, Course 202, Florida State Conference Center
- 1988 Society of Real Estate Appraisers Seminar - Standards of Professional Practice
- 1989 American Institute of Real Estate Appraisers, Standards of Professional Practice
- 1989 American Institute of Real Estate Appraisers, Standards of Professional Practice
- 1989 American Institute of Real Estate Appraisers, Basic Valuation Procedures, Examination 1A2
- 1989 American Institute of Real Estate Appraisers, Capitalization Theory and Techniques, Part A, Examination IBA
- 1990 American Institute of Real Estate Appraisers, Capitalization Theory and Techniques, Part B, Examination IBB

1991 American Institute of Real Estate Appraisers, Case Studies in Real Estate Valuation, Examination 2-1
 1992 Appraisal Institute, Report Writing and Valuation Analysis, Course 2-2
 1993 Appraisal Institute, Appraising Troubled Properties
 1993 Appraisal Institute, Rates, Ratios, and Reasonableness
 1993 Appraisal Institute, Advanced Capitalization
 1993 Appraisal Institute, New URAI Form
 1994 Appraisal Institute, Accrued Depreciation
 1994 Appraisal Institute, Core Law for Appraisers
 1994 Appraisal Institute, Understanding Limited Appraisals
 1994 Appraisal Institute, Appraisal Office of the Future
 1994 Appraisal Institute, Limited Scope Assignments
 1994 Appraisal Institute, Candidate Guidance Training
 1994 Appraisal Institute, Faculty Training Workshop
 1995 Appraisal Institute, USPAP
 1995 Appraisal Institute, Appraising Retail Properties
 1995 Appraisal Institute, Appraisal of Retail Properties
 1995 Appraisal Institute, Dynamics of Office Building Valuation
 1996 Appraisal Institute, NW Florida Chapter, Core Law and Uniform Standards
 1996 Appraisal Institute, Dynamics of Office Building Valuation
 1996 Appraisal Institute, USPAP
 1996 Appraisal Institute, National Video Conference
 1997 Appraisal Institute, Core Law & Uniform Standards
 1997 FL Condemnation Valuation & Appraiser Liability
 1998 Appraisal Institute, Litigation Valuation
 1998 Appraisal Institute, USPAP Core Law
 1999 Appraising from Plans & Blue Prints
 1999 Appraisal Institute, Professional Practice, Part C
 1999 Appraisal Institute, USPAP Florida Law
 1999 Appraisal Institute, The Good, The Bad, The Board
 2000 Appraisal Institute, Analyzing Operating Expenses
 2000 Appraisal Institute, Partial Interest Valuation
 2000 Appraisal Institute, Core Law and USPAP Update
 2001 Appraisal Institute, Data Confirmation & Verification
 2002 Appraisal Institute, Core Law and USPAP Update
 2004 Appraisal Institute, USPAP Update
 2005 Appraisal Institute, Business Practices and Ethics
 2005 Appraisal Institute, Rates and Ratios
 2006 Appraisal Institute, Florida Law
 2006 Appraisal Institute, Uniform Standards

EXPERIENCE:

06/79 to 12/79	Residential Fee Appraiser, Tom Graham, Miami, FL
01/80 to 12/80	Residential Staff Appraiser, American Savings & Loan Association
01/81 to 03/83	Residential Staff Appraiser, Pioneer Federal Savings & Loan Association
03/83 to 09/88	Real Estate Appraiser, Bell Appraisal Service, Inc., Tallahassee, FL
10/88 to Present	President, Bell, Griffin & Associates, Inc.
08/01 to Present	Adjunct Instructor, Florida State University, Dept. of Real Estate

SCOPE OF APPRAISAL ASSIGNMENTS:

Acreage	Multifamily	Retail
Residential	Commercial	Office
Condominiums	Industrial	Specialty Properties

PROFESSIONAL LICENSES:

Registered Real Estate Broker

PROFESSIONAL MEMBERSHIPS:

The Appraisal Institute
Member Appraisal Institute
Senior Residential Appraiser

OFFICES HELD:

Society of Real Estate Appraisers, 1989-1990, President, Big Bend Chapter #155
Appraisal Institute, NW Florida Chapter, 1993, Vice President
Appraisal Institute, NW Florida Chapter, 1993, Admissions Chairman
Appraisal Institute, NW Florida Chapter, 1994, President
Appraisal Institute, NW Florida Chapter, 1995 & 1996, Candidate Guidance Chair
Appraisal Institute, NW Florida Chapter, 1996, Secretary
Appraisal Institute, 1996-1997 National Board of Directors
Appraisal Institute, 1996 Regional Vice Chair
Appraisal Institute, 1997 Regional Chair
Appraisal Institute, Approved Seminar Instructor
Appraisal Institute, NW Florida Chapter, 1997-1998 Board of Directors
Appraisal Institute, NW Florida Chapter, 1999 Education Committee Chair
Appraisal Institute, NW Florida Chapter, 2000 Education Chair
Appraisal Institute, NW Florida Chapter, 2000 President

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to consider approval of Opiod Settlement Funding Implementation Plan



MEETING DATE REQUESTED: January 2, 2024

Statement of Issue: To enable NWF Health Network to expend opiod settlement funding awarded to Taylor County.

Recommended Action: Approve

Fiscal Impact: \$156,208.63

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County will receive additional opiod settlement funds for 18 years as part of an effort by the Attorney General. Opiod settlement funds will be provided to NWF Health Network and will be expended in accordance with the proposed implementation plan.

The Board of County Commissioners has approved that the recommendation for expenditure of these funds by made by the Community Health Plan team. The Community Health Plan team met and recommended the multiple strategies, including Medication Assisted Treatment, Expansion of Warm Hand-Off Programs and Recovery Services and Prevention Programs.

The implementation plan is due to NWF on January 9, 2024 and the initial funds must be expended by June 30, 2024. These funds are not part of the funding awarded directly to Taylor County.

Options:

Attachments: Draft Implementation Plan
Opiod Settlement Overview



Implementation Plan Non-Qualified County— (Taylor)

Funding Amount: \$156,208.63

Counties of service: (Taylor)

Core Strategy (From Schedule A)	Allowable Use (From Schedule B)	Service Provider/Vendor	Contract amount
Medication-Assisted Treatment	Provide MAT education and awareness training to healthcare providers, EMT's law enforcement and other first responders.	TBD	\$25,000
Expansion of Warm Hand Off Programs and Recovery Services	Expand services such as navigators and on-call teams to begin MAT in hospital and emergency departments. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose into clinically appropriate follow-up care.	Doctors' Memorial Hospital	\$40,000
	Educational materials to support expansion of warm hand-off programs and recovery services.		\$5,000
	Support mobile intervention, treatment and recovery services offered by qualified professionals and service providers.		\$68, 208.63
Prevention Programs	Media campaign to prevent opioid misuse	TBD	\$20,000

Scope of Work and desired outcome:

1. Provide MAT Education and awareness training to all medical professionals and first responders. Desired outcome: increase the competencies among medical professionals and first responders by utilizing research based training.
2. Establish hospital bridge program in Doctors' Memorial Hospital by stationing Certified Recovery Peer Specialists in the hospital Emergency Department. Recruit, hire and onboard



peers, determine hours of highest traffic in ED and staff those hours with Peers to engage with individuals to discuss treatment options, follow up post discharge, warm handoff to treatment providers. Purchase vehicle in order to take services to disparate or outlying areas. Desired Outcome: increase in # of individuals who present to hospital emergency department with symptoms of OUD who engage in peer support services or treatment.

3. Contract with PR firm to implement media campaign through print, radio, tv, social media, and billboards. Desired Outcome: increase community awareness and decrease stigma in seeking help for OUD.

DEPARTMENT OF CHILDREN AND FAMILIES
AND
OFFICE OF THE ATTORNEY GENERAL

OPIOID SETTLEMENT OVERVIEW



Overview

What is the Opioid Settlement?

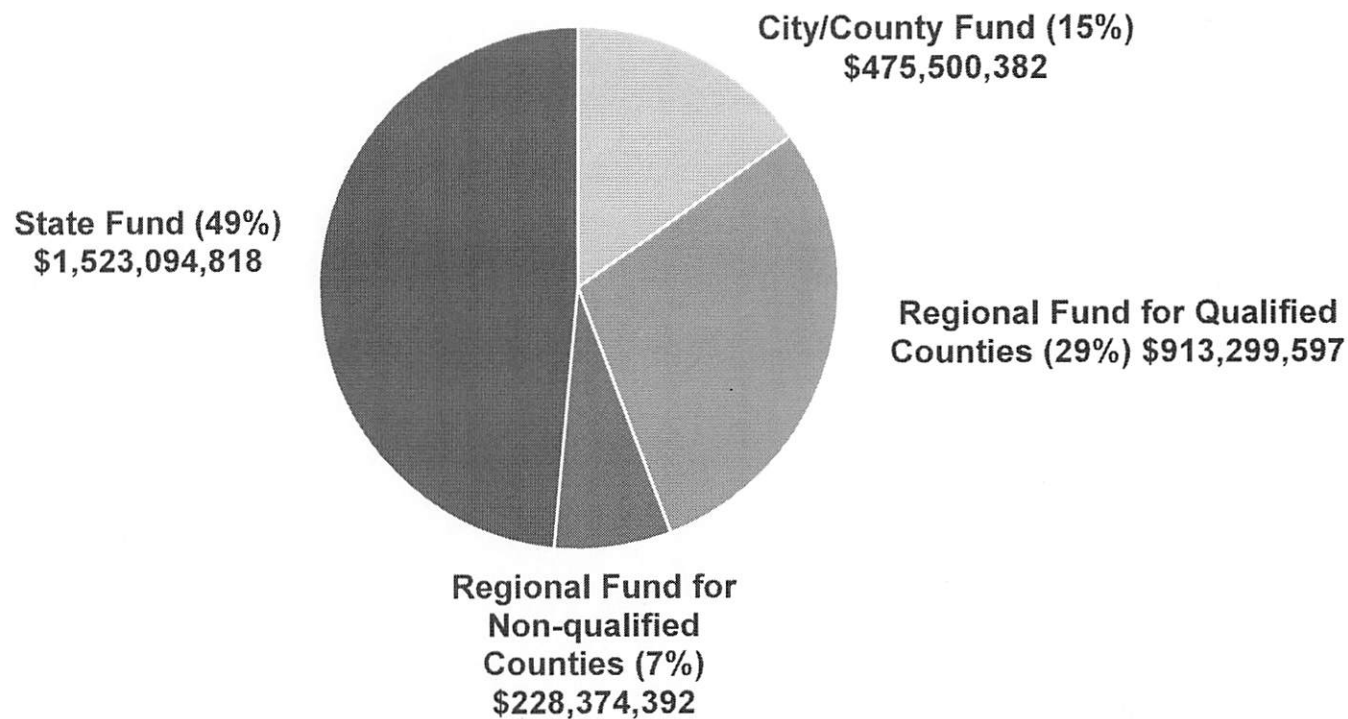
The Opioid Settlement refers to the legal resolution of claims against pharmaceutical opioid manufacturers and distributors for their role in the opioid epidemic.

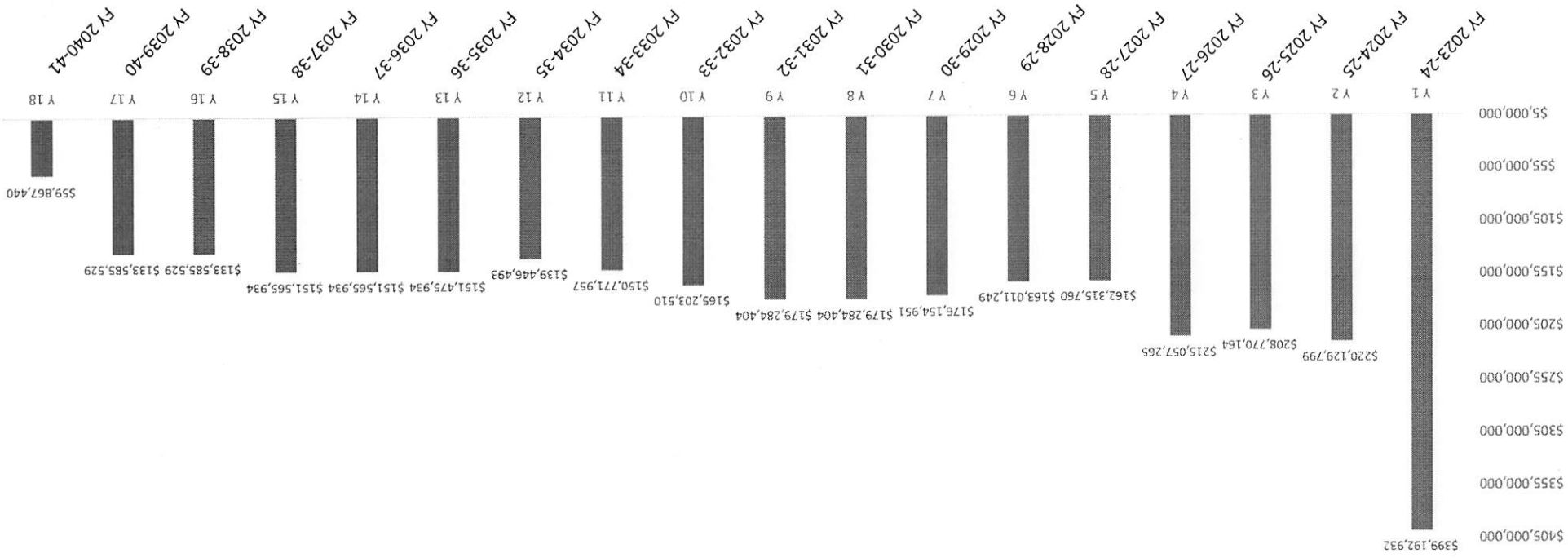
Opioid Settlement funds support evidence-based opioid abatement services to Floridians and communities effected by the opioid epidemic.



Florida Opioid Settlement Over 18 Years

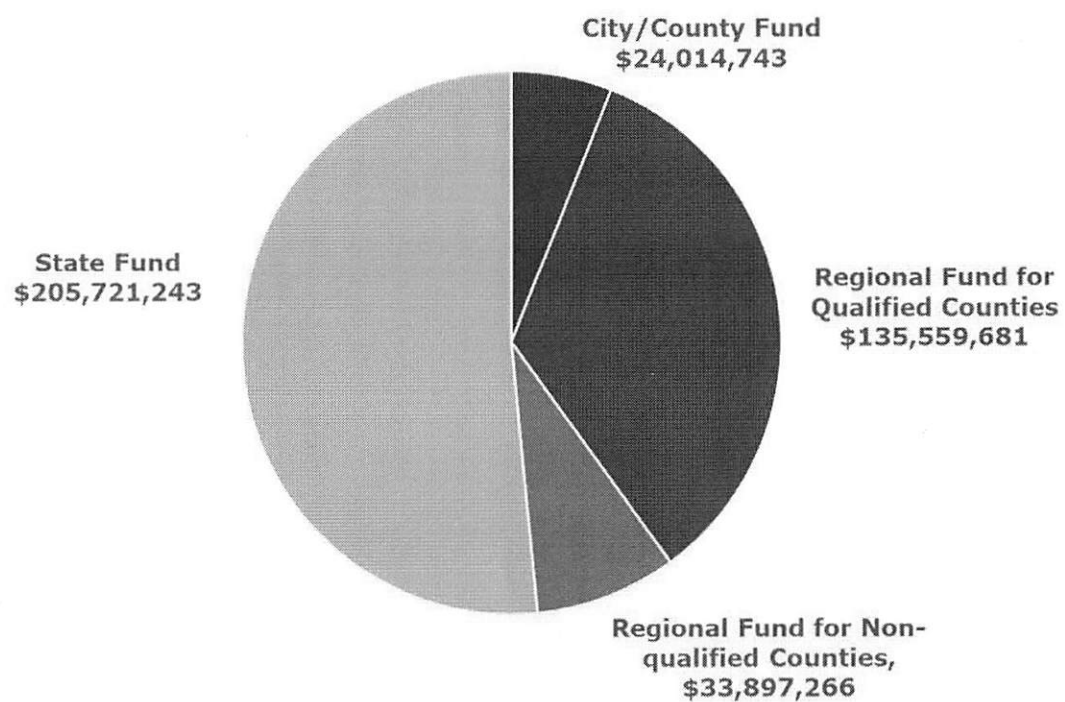
\$3,140,269,188



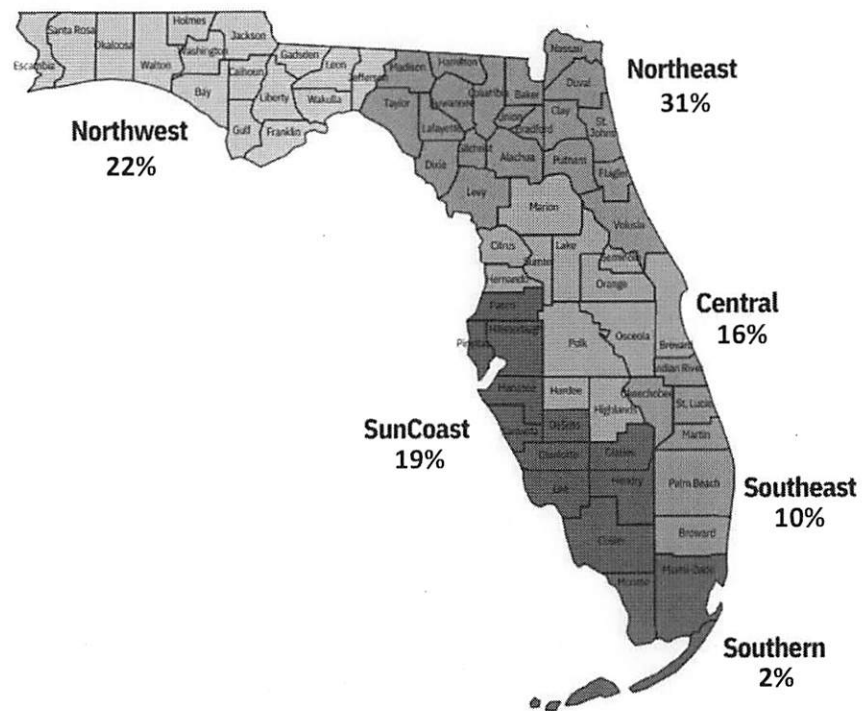


Total Fund Distribution Over 18 Years

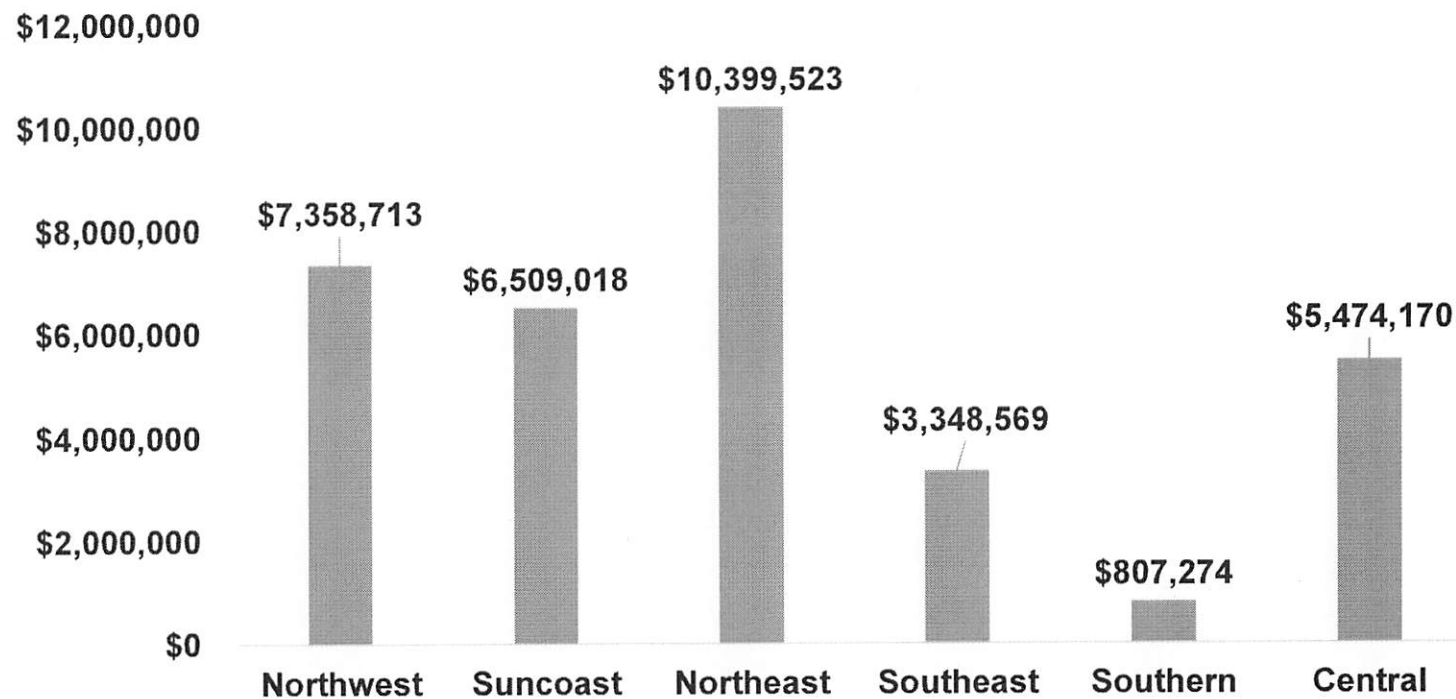
Opioid Settlement Funding – Year 1



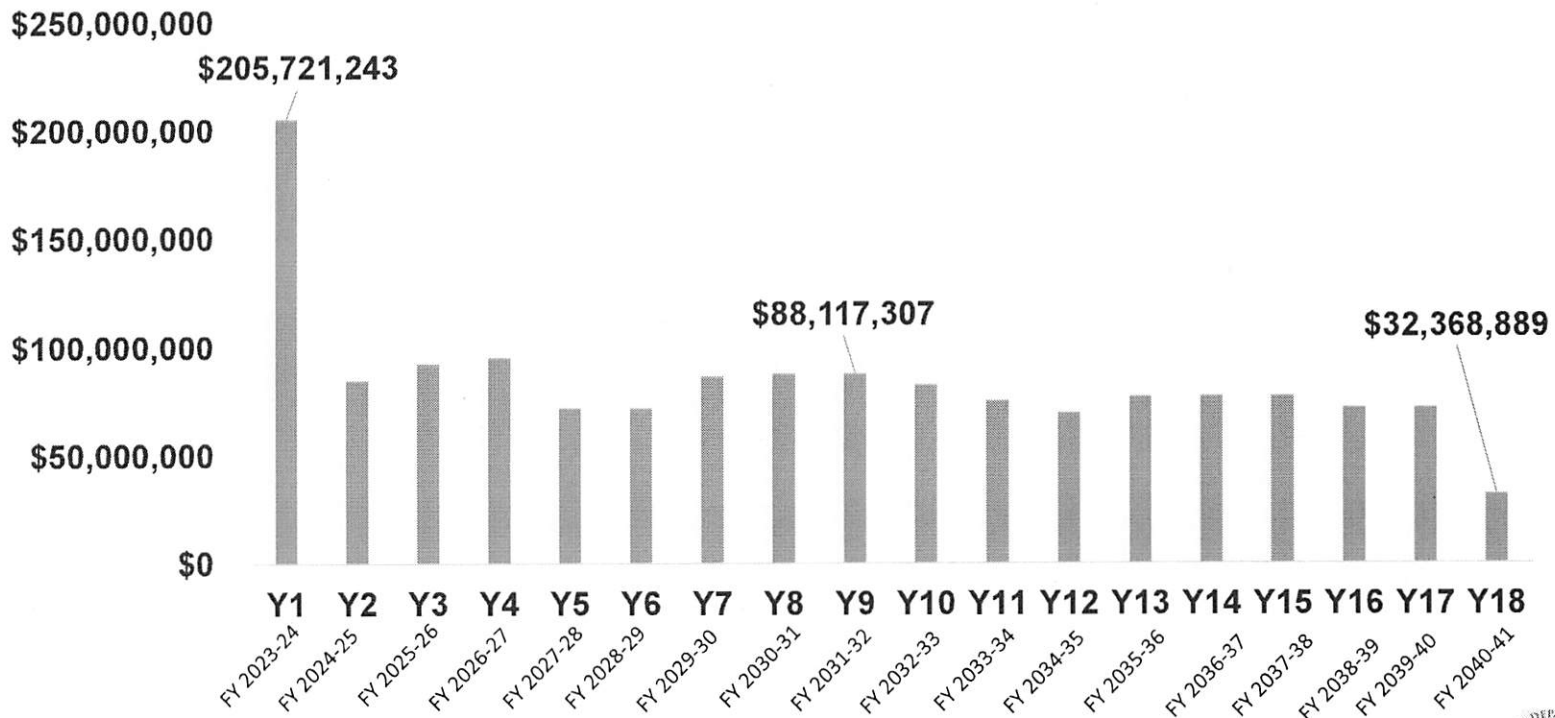
Department Regional Map and Allocation Percentage



Regional Fund for Non-Qualified Counties - Year 1

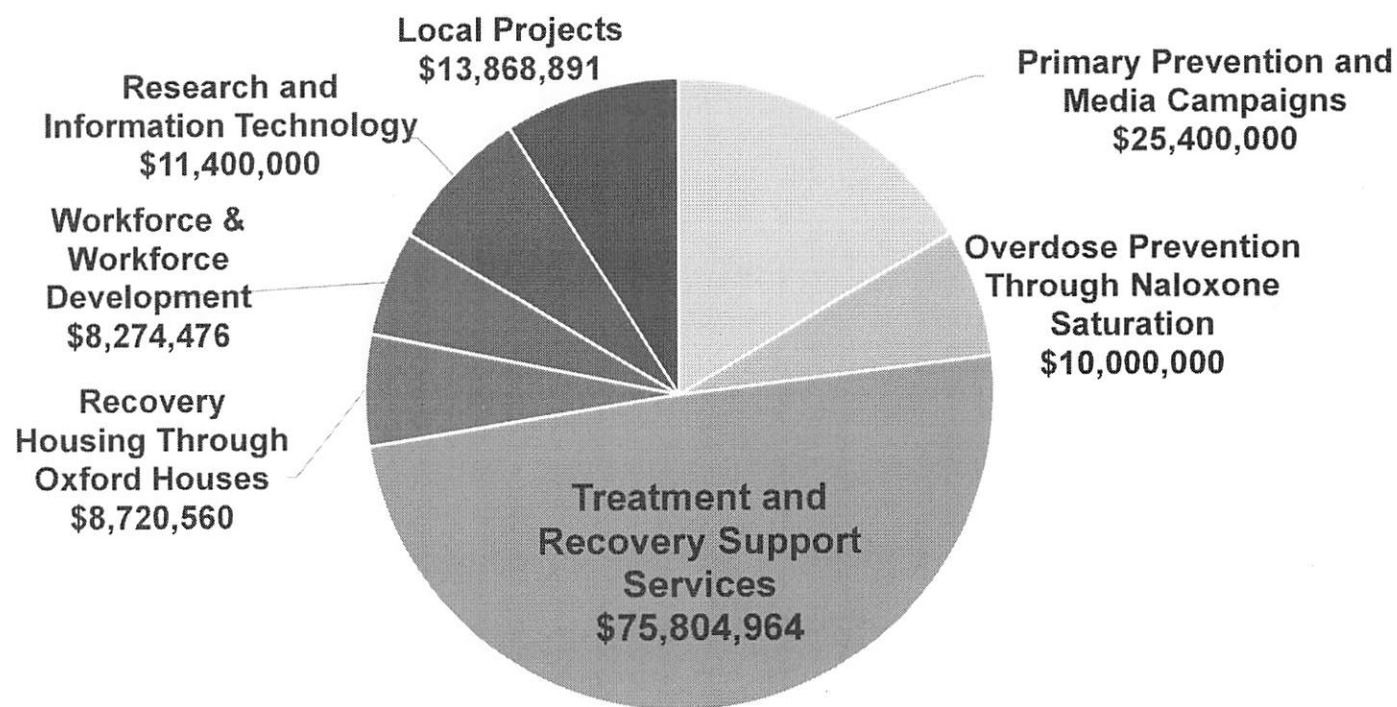


State Fund Amounts Over 18 Years



State Fund - Year 1 (FY 2023-24)

\$153.5 Million



Department Appropriation Allocation

DCF Initiative from State Fund	FY 2023-24	Recurring	Non-Recurring
Primary Prevention and Media Campaigns	\$25,400,000	\$0	\$25,400,000
Overdose Prevention Through Naloxone Saturation	\$10,000,000	\$250,000	\$9,750,000
Treatment and Recovery Support Services	\$20,000,000	\$15,000,000	\$5,000,000
Court Diversion	\$4,000,000	\$2,000,000	\$2,000,000
On-Demand, Mobile MAT	\$6,000,000	\$1,500,000	\$4,500,000
Jail-Based MAT	\$2,000,000	\$2,000,000	\$0
Hospital Bridge Programs	\$4,000,000	\$2,000,000	\$2,000,000
CORE	\$26,804,964	\$26,804,964	\$0
Peer Supports and Recovery Community Organizations	\$13,000,000	\$2,000,000	\$11,000,000
Recovery Housing Through Oxford Houses	\$8,720,560	\$8,720,560	\$0
Office of Opioid Recovery	\$4,274,476	\$4,274,476	\$0
Specialized Training in Graduate Medical Education	\$4,000,000	\$4,000,000	\$0
Applied Research	\$2,000,000	\$1,000,000	\$1,000,000
Statewide Integrated Data System	\$5,000,000	\$5,000,000	\$0
Online Open Bed Availability System	\$4,400,000	\$1,000,000	\$3,400,000
Local Projects	\$13,868,891	\$0	\$13,868,891

Funds Distributed to the Managing Entities

DCF Initiative from State Fund	FY 2023-24	Recurring	Non-Recurring
Coordinated Opioid Recovery (CORE)	\$26,804,964	\$26,804,964	\$0
Treatment and Recovery Support Services	\$20,000,000	\$15,000,000	\$5,000,000
Hospital Bridge Programs	\$4,000,000	\$2,000,000	\$2,000,000
Peer Supports and Recovery Community Organizations	\$13,000,000	\$2,000,000	\$11,000,000
Non-qualified Counties	\$33,897,266	\$0	\$33,897,266

Procurements – Year 1

Task	Target Release Date	Target Execution Date
1 Specialized Training in Graduate Medical Ed. (GME) and Residency Programs: Contract	Fall 2023	Spring 2024
2 Applied Research through Experts at Florida Universities: Procurement	Fall 2023	Spring 2024
3 Court Diversion Program: Grant	Fall 2023	Fall 2023
4 On Demand, Mobile MAT: Grant	Fall 2023	Fall 2023
5 Jail-Based Medication-Assisted Treatment: Grant	Fall 2023	Fall 2023
6 Recovery Housing: Grant	Fall 2023	Spring 2024
7 Integrated Statewide Database: Procurement	Winter 2023	Spring 2024
8 Open Beds Platform: Procurement	Winter 2023	Spring 2024

The Department of Children and Families will continue to focus efforts in responding to the opioid epidemic to reduce overdoses by implementing evidence-based programs and provide immediate access to evidence-based treatment models.

The table to the left lists procurement opportunities.



Transparency and Accountability

- Transparency:
 - Comprehensive data collection that captures treatment, prevention, workforce, and training.
 - Public facing dashboard to identify trends.
- Accountability:
 - Public facing financial reporting template.
 - Public repository of all county plans.





Questions?



The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

Presentation on

Opioid Settlement

Bill Number or Topic

Meeting Date

10/18

Committee

S. HHS Approps

Amendment Barcode (if applicable)

Name

Erica Floyd-Thomas

Phone

850-488-9410

Address

2415 N. Monroe St.

Email

chad.corcoran@myflfamilies.com

Street

Tallahassee

FL

32303

City

State

Zip

Speaking:

☐ For

☐ Against

☒ Information

OR

Waive Speaking:

☐ In Support

☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without
compensation or sponsorship.

☐ I am a registered lobbyist,
representing:

☐ I am not a lobbyist, but received
something of value for my appearance
(travel, meals, lodging, etc.),
sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. [2020-2022 Joint Rules.pdf](#) [iflsenate.gov](#)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

County	Total YR1	Total YR2	Total YR3	Total YR4	Total YR5	Total YR6	Total YR7	Total YR8	Total YR9	Total YR10	Total YR11	Total YR12	Total YR13	Total YR14	Total YR15	Total YR16	Total YR17	Total YR18
Taylor	156,209	74,751	80,960	83,232	64,147	59,026	55,797	56,788	56,788	50,858	46,389	42,932	45,259	45,259	45,259	36,258	36,258	16,249
	156,209	74,751	80,960	83,232	64,147	59,026	55,797	56,788	56,788	50,858	46,389	42,932	45,259	45,259	45,259	36,258	36,258	16,249