

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, MARCH 6, 2023
6:00 P.M.

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

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

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

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

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

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

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

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

AWARDS/RECOGNITIONS:

4. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION DECLARING APRIL 2023 "FAIR HOUSING MONTH" IN TAYLOR COUNTY, AS AGENDAED BY MELODY COX, GRANTS WRITER.

CONSENT ITEMS:

5. THE APPROVAL OF MINUTES OF FEBRUARY 21, 2023.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF PERRY-FOLEY AIRPORT T-HANGAR LEASE WITH PHIL KALLSCHMIDT, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.
9. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE ARTHROPOD CONTROL BUDGET AMENDMENT FOR FISCAL YEAR 2022-2023, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF GEOCOMM GIS DATA ANALYSIS AND CLEAN UP ADDITIONAL TERMS AND CONDITIONS FOR RURAL AND STATE GRANT, AS AGENDAED BY DAKOTA CRUCE, 911 COORDINATOR.
11. THE BOARD TO CONSIDER APPROVAL OF 2023 SPRING E911 RURAL COUNTY MAINTENANCE GRANT, AS AGENDAED BY DAKOTA CRUCE, 911 COORDINATOR.
12. THE BOARD TO CONSIDER APPROVAL OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$21,780.50, AS AGENDAED BY JOHN KETRING, TCSO FINANCE DIRECTOR.

BIDS/PUBLIC HEARINGS:

13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF THE PROPOSED ORDINANCE TO AMEND ORDINANCE NO. 2021-02 (COUNTY CODE § 10-42 THROUGH 10-100) TO REPEAL SECTION 10-92, ADVERTISING.

PUBLIC REQUESTS:

14. RAY CURTIS, CURTIS LAW FIRM, TO DISCUSS PROPOSAL TO ESTABLISH CERTAIN BOUNDARY LINES WITHIN GRANGER SUBDIVISION IN STEINHATCHEE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15. RAY CURTIS, CITY OF PERRY ATTORNEY, TO DISCUSS DRAFT EASEMENT TO CITY OF PERRY FOR PROVISION OF GARBAGE SERVICE TO RESIDENTS ON O'QUINN ROAD.

GENERAL BUSINESS:

16. THE BOARD TO DISCUSS WORKSHOPS, AS AGENDAED BY COMMISSIONER JAMIE ENGLISH.

COUNTY ATTORNEY ITEMS:

17. THE COUNTY ATTORNEY TO DISCUSS PROPOSED ORDINANCE REPEALING ADVERTISEMENT SECTION 10-92.
18. THE COUNTY ATTORNEY AND ATTORNEY DAVID TERRY, MCCONNAUGHAY COONROD POPE WEAVER & STERN, P.A. TO DISCUSS ROOT V. TAYLOR COUNTY.

COUNTY ADMINISTRATOR ITEMS:

19. THE BOARD TO CONSIDER APPROVAL OF CONVEYANCE OF ONE PARCEL AND TEMPORARY CONSTRUCTION EASEMENT OF ANOTHER PARCEL FOR THE REPLACEMENT OF THE WOODS CREEK BRIDGE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
20. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH ASYMETRIC SOLUTIONS FOR THE USE OF THE PERRY FOLEY AIRPORT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
21. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS

22. 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: Requesting Board to approve Proclamation Declaring April 2023 "Fair Housing Month" in Taylor County.



MEETING DATE REQUESTED: August 1, 2022

Statement of Issue: Requesting Board to approve Proclamation Declaring April 2023 as "Fair Housing Month" in Taylor County.

Recommended Action: Approve Proclamation

Fiscal Impact: Not applicable

Budgeted Expense: Not applicable

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: April marks the 55th anniversary of the Fair Housing Act which was subsequently amended in 1974, 1988, and 1998. Taylor County is required per the terms of Community Development Block Grant(s) to promote Fair Housing in the County. If the Board approves the Proclamation, the County will run an ad in the local paper in April promoting Fair Housing as well as posting Fair Housing information on the County's website. The County has two open CDBG grants. One of the grants is for low to moderate income housing rehabilitation for qualified applicants, and the second grant is the CDBG-MIT grant for the purchase and installation of the jail generator. Per the terms of the CDBG housing grant, the County is required to complete a fair housing project quarterly.

Attachments: Proclamation Declaring April 2023 "Fair Housing Month" in Taylor County.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

PROCLAMATION DECLARING APRIL 2023 "FAIR HOUSING MONTH" IN TAYLOR COUNTY, FLORIDA

Whereas, 2023 marks the 55TH anniversary of the Fair Housing Act which was enacted April 11, 1968 and subsequently amended in 1974, 1988, and 1998 which provides equal opportunity for all Americans in the sale, rental and financing of housing and prohibits discrimination on the basis of: race; national origin; sex (including gender identity and sexual orientation); religion; color; disability; and familial status; and

Whereas, it is the solemn and sworn duty of government at all levels to protect and defend the rights of all its citizens and oppose housing discrimination whenever and wherever it occurs; and

Whereas, fair housing is the law of the United States government, and is consistent with the principles of equality and justice for all; and

Whereas, Taylor County is committed to upholding the civil rights of all citizens and through Taylor County Ordinance 90-9 (Originally No. 88-6) which prohibits housing discrimination based on race, color, age, sex, religion, national origin, place of birth, ancestry, familial status, or handicap in the sale, rental, and financing of housing; and

Whereas, Taylor County through a series of public awareness efforts including dissemination of fair housing information through presentations, displays, and print media ads; and

Whereas, Through the authority vested in me by the Board of County Commissioners of Taylor County, Florida, I do hereby proclaim April 2023 as "Fair Housing Month" in Taylor County, Florida.

Duly proclaimed this _____ day of March A.D., 2023.

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

ATTEST:

Gary Knowles, Clerk

Jamie English, Chairman

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$20,000	001-3343922	FWC Artificial Reef Monitoring
Expenditures:		FWC Art. Reef Monitoring Grant
\$20,000	1102-01-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of March, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

New FY'23 FWC Artificial Reef Monitoring Grant

Dept: 1102-1
001-3343922
\$20,000

RECIPIENT/SUBRECIPIENT AGREEMENT
STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
FWC Agreement No. 22011

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-22011	State Award Year(s): 2022-2023
State Award Name(s): Taylor County Artificial Reef Monitoring 2022-2023	

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, FEID # 59-6000879, whose address is 201 East Green Street, 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

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$10,000	001-3347004	Coastal Partnership Grant
Expenditures:		Coastal Partner/FL Sea Grant
\$10,000	0438-1-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of March, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

New FY' 23 Coastal Partner/FL Sea Grant

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into as of this 8 day of November, 2022, by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Florida Sea Grant College Program ("University"), and Taylor County Board of County Commissioners, ("Supplier").

University hereby engages Supplier to provide the Services (hereinafter defined), and Supplier hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Supplier shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the "Services"). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Supplier's industry.

2. **Term.** The term of this Contract is set forth on Exhibit A.

3. **Compensation and Payment.** University shall pay Supplier as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Supplier shall not be entitled to any other fees, reimbursements or compensation under this Contract. Supplier shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Supplier. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

4. **Addresses for Notices.** All Notices under this Contract shall be made in writing the addresses set forth on Exhibit A.

5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

UNIVERSITY:
The University of Florida Board of Trustees
for the benefit of Florida Sea Grant College Program

Signature: Ann Wright
Name: _____
Title: Procurement Agent II
Date: November 22, 2022

SUPPLIER:

Signature: Jamie English
Name: Jamie English
Title: Chair
Date: 01.17.2023

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the GENERAL FUND for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the GENERAL FUND budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$10,979	001-3342007	911 Rural County Maintenance(Fall)Grant
Expenditures:		
\$10,979	0255-54630	R&M - Office Machine/Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of March, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor Chairman

New Grant Awarded for 2023 FY - 2022 Fall Grant



Florida E911 Board
4000 Folsom Way
Tallahassee, FL 32310-0930
Tel: 904.221.4207
Fax: 904.485.9627

November 17, 2022

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

FEID #: 59-6000879

Subject: Fall 2022 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

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

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

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

<u>Grant Number</u>	<u>CSEA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
22-11-03	72.001	\$10,978.81	\$10,978.81		
			\$10,978.81	E911 System Maintenance	No Association
Total Grant Awards:			\$10,978.81		

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Consent Agenda Item

SUBJECT/TITLE:



Perry-Foley Airport T Hangar Lease with Phil Kallschmidt

Meeting Date:

March ⁶21, 2023

Statement of Issue: Phil Kallschmidt wants to lease T Hangar number 1 at the airport

Recommendation: Approve the lease

Fiscal Impact: \$ 160.00 monthly **Budgeted Expense:** Yes No N/A

Submitted By: Ward Ketring – Airport Manager

Contact: LaWanda Pemberton (850) 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The tenant of hangar 1 sold his plane. Mr. Kallschmidt was next in line on the waiting list and expressed that he does want to lease the hangar for his plane.

Options: 1. Not to approve the lease

2. _____

Attachments: 1. Standard T hangar lease filled out by Mr. Kallschmidt

2. _____



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Perry-Foley Airport Hangar Lease Agreement

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this 1st day of March 2023 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and Philip Kallschmidt ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

Lessor hereby leases to Lessee Hangar# 1 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Park Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Bellanca Viking Orange & White

Registration No. N4925V (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

The term of this agreement shall commence on the 1 day of March, 2023 and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$126.00 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 481 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of a least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

- a. **Storage:** The Hangar shall be used only for storage of the above-identified Aircraft or owners' vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type ~~"A"~~ "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. **Regulatory Review:**

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

6. **Sublease/Assignments:**

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

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. **Insurance:**

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

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

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

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

12. **Disclaimer of Liability:**

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

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

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

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

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

15. **Relationship of Parties:**

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

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

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

b. **Maintenance of Airport Facilities:**

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

c. **Airspace and Approaches:** Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

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

18. Remedies Cumulative:

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

19. Notice:

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

1. If to Lessor Representative, address to:

AIRPORT MANAGER

WARD KETRING

481 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

Philip Kallschmidt

2830 W. McKinley

Maddox Rd.

Perry, FL 32347

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

20. Integration:

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. Waiver:

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

22. Entire Agreement:

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof.

Any change or modification must be in writing, signed by both parties.

23. Severability:

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

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

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

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

Lessor: Taylor County Board of County Commissioners, Florida

By: _____

Title: Airport Manager

Lessee: Philip Kallschmidt

By: Philip Kallschmidt

Title: _____

By: _____
Attested by Gary Knowles Clerk of Court

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

Lessor: Taylor County Board of County Commissioners, Florida

By: _____

Title: Airport Manager

Lessee: Philip Kallschmidt

By: Philip Kallschmidt

Title: _____

By: _____
Attested by Gary Knowles Clerk of Court

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to ratify the signature of the County Administrator on the Anthropod Control Budget Amendment for Fiscal Year 2022-2023



MEETING DATE REQUESTED: 3/6/2023

Statement of Issue: To ratify signature on the Anthropod Control Budget Amendment

Recommended Action: Ratify the County Administrator's signature

Fiscal Impact: \$4,793 increase

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: There was an amount of \$4,793 unexpended in Fiscal Year 2021-2022. The signed budget amendment allows for the amendment of the current Fiscal Year's budget.

Options:

Attachments: Signed Budget Amendment



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

Submit to:
Mosquito Control Program
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

ARTHROPOD CONTROL BUDGET AMENDMENT

NICOLE "NIKKI" FRIED
COMMISSIONER

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax (850) 617-7939

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

Amendment No. 1 Fiscal Year: 2022-2023 Date: 2/24/2023
Amending: Local Funds State Funds X (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for Taylor District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

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

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 48,998.00	\$ -	\$ 48,998.00	\$ 4,793.00	\$ -	\$ 53,791.00

NAME SOURCE OF INCREASE: (Explain Decrease)

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ -	\$ -	\$ -	\$ -
334.1	State Grant	\$ 38,892.42	\$ -	\$ -	\$ 38,892.42
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ 4,793.00	\$ -	\$ 4,793.00
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 38,892.42	\$ 4,793.00	\$ -	\$ 43,685.42
Beginning Fund Balance		\$ 10,105.58	\$ -	\$ -	\$ 10,105.58
Total Budgetary Receipts & Balances		\$ 48,998.00	\$ 4,793.00	\$ -	\$ 53,791.00

BUDGETED EXPENDITURES

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

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ 24,170.00	\$ -	\$ -	\$ 24,170.00
20	Personal Services Benefits	\$ 11,419.00	\$ -	\$ -	\$ 11,419.00
30	Operating Expense	\$ -	\$ -	\$ -	\$ -
40	Travel & Per Diem	\$ -	\$ -	\$ -	\$ -
41	Communication Services	\$ -	\$ -	\$ -	\$ -
42	Freight Services	\$ -	\$ -	\$ -	\$ -
43	Utility Service	\$ -	\$ -	\$ -	\$ -
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ -	\$ -	\$ -	\$ -
46	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
47	Printing and Binding	\$ -	\$ -	\$ -	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -	\$ -
49	Other Charges	\$ -	\$ -	\$ -	\$ -
51	Office Supplies	\$ -	\$ -	\$ -	\$ -
52.1	Gasoline/Oil/Lube	\$ -	\$ -	\$ -	\$ -
52.2	Chemicals	\$ 12,409.00	\$ -	\$ -	\$ 12,409.00
52.3	Protective Clothing	\$ -	\$ -	\$ -	\$ -
52.4	Misc. Supplies	\$ 1,000.00	\$ 4,793.00	\$ -	\$ 5,793.00
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ -	\$ -	\$ -	\$ -
55	Training	\$ -	\$ -	\$ -	\$ -
60	Capital Outlay	\$ -	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 48,998.00	\$ 4,793.00	\$ -	\$ 53,791.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 48,998.00	\$ 4,793.00	\$ -	\$ 53,791.00
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -

APPROVED: Rawanda Remberts, County Administrator
Chairman of the Board, or Clerk of Circuit Court

DATE: 2/24/2023

APPROVED: _____
Mosquito Control Program

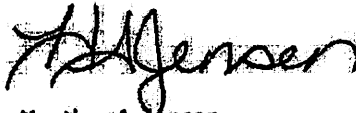
DATE: _____

Budget amendment #1:


Request date: 2-24-2023

Please see that a total of \$4793.00 was added to our budget on 1/17/23 due to a carry forward balance from the 2022 fiscal year.

Thank you,

A handwritten signature in black ink that reads "H. Jensen". The signature is written in a cursive, somewhat stylized font.

Heather A. Jensen

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE: 	GEOCOMM GIS Data Analysis and Clean Up additional terms and conditions for Rural and State Grant
MEETING DATE REQUESTED:	March 6th, 2023

Statement of Issue: Documentation for State of Florida agreeing to all terms of Grant requirements in order to receive monies and request reimbursement from the GIS Data Analysis and Clean Up State Grant.

Recommended Action: Approve the application

Fiscal Impact: \$78,258.81

Budgeted Expense: Yes No N/A

Submitted By: Dakota Cruce

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Beginning in 2020 the Department of Management Services changed the procedure in which they grant monies and reimburse counties for Rural and State Grants. The changes now require the Board of County Commissioners to sign off and agree to the terms of accepting the funds awarded.

- Options:**
1. Sign terms and conditions.
 2. Do not sign terms and conditions.

- Attachments:**
1. Board of County Commissioners signed 911 Grant Program.
 2. Geocomm scope of work and quote.
 3. State approved letter for State Grant.
 4. State Additional Terms and Conditions for Rural and State Grant.
 5. County Attorney Bishop comments regarding State Terms and Conditions.

Additional Terms and Conditions for Rural and State Grant

~~S22-23-01-52~~

This Grant Agreement is entered into by and between the Florida Department of Management Services (the "Department" or "DMS") and Taylor County BOCC ("Grantee"), collectively referred to as the "Parties." The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the "Application"), and the Grantee's award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

1.1.1. this document;

1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);

1.1.3. the Grantee's award letter; and

1.1.4. the Grantee's submitted Application.

1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

1.3. The term of this agreement begins on **January 19, 2023** and ends on **March 24, 2025**.

1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.

1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement

1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to GIS Analysis & Clean Up		
Performance Standard	Documentation	Financial Consequences
<p><i>Complete all work for the GIS Analysis and Clean Up project in accordance with the Grantee’s contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within <u>section 119.071, Florida Statutes.</u></i></p>	<p>1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.</p>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
<p>TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$78,258.81</p>		

5. CONTACTS

5.1. The Department’s Grant Manager is responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Department’s liaison with the Grantee. As part of his or her duties, the Department’s Grant Manager will:

- 5.1.1. Monitor and document the Grantee’s performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department’s Grant Managers responsible for the administration of this Agreement are:
Sarah G. Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

5.2. The Grantee’s Agreement Manager is responsible for monitoring performance of this Agreement’s terms and conditions and will serve as the Grantee’s liaison with the Department. As part of his or her duties, the Grantee’s Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee’s Agreement Manager responsible for the administration of this Agreement is:
Dakota Cruce/ E911 Coordinator
108 N Jefferson St. Ste. 103
Perry, FL. 32347
dakota.cruce@taylorsheriff.org

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department’s request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.

7.4 In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other

right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.
- This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee 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 signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

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

Grantee

Signature - Chair, Board of County Commissioners or County Manager

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Grant Number: S22-23-01-52	Grant Award Date: 01/19/2023
Catalog of State Financial Assistance number: 72.003	Catalog of State Financial Assistance title: Prepaid Wireless NG911 State Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, 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 Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department 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: State Funded

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, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; 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 Department 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 Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. 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.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or 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 II: Other Audit Requirements

N/A

Part III: Report Submission

1. 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:

a. The Department at each of the following addresses:

Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):

The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee Fl, 32399

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.

2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely 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.

3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 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 five (5) years from the date the audit report is issued, and shall allow the Department, 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 Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: E 911 State Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.003 Prepaid Wireless NG911 State Grant Program

Amount: \$78,258.81

1. State Project B:

N/A

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

The compliance requirements are as stated in Grant Agreement S22-23-01-52 between the Grantee and the Department, entered in State Fiscal Year 2022-2023.

Dakota Cruce

From: Raheb, Kent <Kent.Raheb@dms.fl.gov>
Sent: Tuesday, January 24, 2023 2:53 PM
To: Dakota Cruce
Cc: Simmonds, Leon; Mashburn, Sarah; E911Board-ElectronicGrantReports
Subject: 2022 Fall State Grant Award to Taylor County
Attachments: Taylor_Fall 2022_State GrantAward.pdf; Completing Your Grant_08.24.2022.pdf; ReimbGuide_911_General.pdf; State Grantee County Courtesy Checklist For Counties_Updated1.24.23.pdf

Importance: High

This email is suspected to be a virus or phishing attempt. Do not click on any links or open attachments.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting the attachment and know the content is safe. Please call the sender if you were not expecting the attachment but know the sender.

Good Afternoon,

Congratulations! The Florida E911 Board has awarded a State Grant to Taylor County for 911. Please see the attached Adobe file of the signed award letter.

Within the next two weeks, you should receive the grant agreement. If you have any questions regarding grant agreements, please contact Sarah Mashburn.

Sarah's telephone number is (850) 414-2723.
Her email address is: Sarah.Mashburn@dms.fl.gov

Thank you for applying to the Florida E911 Board State Grant Program.

Sincerely,

W. Kent Raheb | Communications Engineer

Telecommunications

850-922-7417

Florida Department of Management Services

We Serve Those Who Serve Florida

...



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

January 24, 2023

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

FEID #: 59-6000879

Subject: Fall 2022 State - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

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

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

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

<u>Grant Number</u>	<u>CSFA/CFDA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Date Approved</u>
S22-23-01-52	72.003	\$78,258.81	\$78,258.81		
			\$78,258.81	GIS Analysis & Clean Up	1/19/2023
Total Grant Awards:			\$78,258.81		

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

February 13, 2023

VIA E-MAIL AND REGULAR MAIL

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

Re: Taylor State Grant Agreement – 911 Grant Program

Dear LaWanda:

Pursuant to your e-mail of February 8, 2023, regarding the above Grant Agreement, I make the following comments:

- (1) 1.3 The term of this Agreement begins on January 19, 2023 and ends on March 24, 2025.
- (2) 1.5 This is a cost reimbursement agreement.
- (3) Obligation to pay. Agreement is contingent upon an annual appropriation by the Legislature.
- (4) Liability – 9.1 The County is solely responsible to parties it deals with in carrying out the terms of this Agreement, subject to the limitation of section 768.28 Florida Statutes. No waiver of sovereign immunity.
- (5) Termination – 12.1 Termination Due to the Lack of Funds. Lack of funds, if funds become unavailable such event will not be a default by the Department or the State.

12.3 – Termination for Convenience. Department may terminate at its sole discretion within 30 days calendar days in writing.

(6) Mandated Conditions. 14. Agreement construed under the laws of Florida and venue of any action shall be in the Circuit Court in Leon County.

These are just a few of the provisions that the County needs to be aware of.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

911 Grant Programs

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1. Purpose

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

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

2. Eligibility

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

3. Definitions

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

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

4. 911 Grant Programs Calendar

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

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

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

5. General Conditions

Applications must be delivered to the following address:

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

Or electronically to E911BoardElectronicGrantReports@dms.fl.gov
Electronic receipt of the grant application and all attachments is preferred.

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

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

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

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

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

6. Guidelines for 911 Grant Expenses

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

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

7. Approval and Award

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

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

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

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

8. Financial and Administrative Requirements

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

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

9. Grant Reporting Procedures

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

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

9.1.4. Federal documentation as requested.

9.2. Final Reporting Documentation includes:

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

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

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

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

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

E911BoardElectronicGrantReports@dms.fl.gov

10. Change Requests

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

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

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

Application

County, group of counties or region
Taylor

Total Amount Requested: \$78,258.81

Project Title: GIS Data Analysis and Clean Up

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

Mailing Address: P.O. Box 620

City: Perry

State: Fl Zip: 32347 -

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

Email Address: tdemps@taylorcountygov.com

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

Mailing Address: 108 N Jefferson St. Ste 103

City: Perry

State: Fl Zip: 32347 -

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

Email Address: dakota.cruce@taylorsheriff.org

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

4. County, group of counties or region fact information

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

a. Financial Information

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

- ii. What are the current annual costs for maintenance of items included in 1? **\$64,671.28**

- iii. Total amount of E911 fee revenue received in the preceding year. **\$81,296.36**

- iv. Total amount of county, group of counties or region carry-forward funding retained in the preceding year. **\$0.00**

- v. Current total amount of county, group of counties or region carry forward funding? **\$189,629.00**

- vi. Two-year maximum calculated amount for applied carry forward funding. **\$48,777.82**

- vii. Minimum calculated amount for applied carry forward funding (Calculation (Subtract the amount in 5 from the amount in 6)). **\$140,851.18**

- viii. Insert in Budget Report as "carry forward funds applied". **\$0.00**

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

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

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

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

GIS Data Professional Services Including:

GIS Data Analysis

Provisioning Boundary Layer Development or Updates

Service Boundary Layers: PSAP Boundary Layer Development or Updates

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

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

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

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

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

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

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

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

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

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

Phase1: Contract finalized and submitted to GeoComm

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

Phase3: Data Assessment/Verification/Map Analysis

Phase4: Data Creation and Remediation

Phase5: Final data delivery and project closeout meeting

Phase6: Data acceptance and project completion form signed by customer

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

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

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

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

None.

12. Please submit the Budget Report

13. Assurances

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

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

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

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

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

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

14. Authority

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

Thomas Demps

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS
OR COUNTY MANGER

10.03.22
DATE

Thomas Demps

Printed Name

Chair

Position

Regional Signatures if Applicable (add additional lines if needed)

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

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

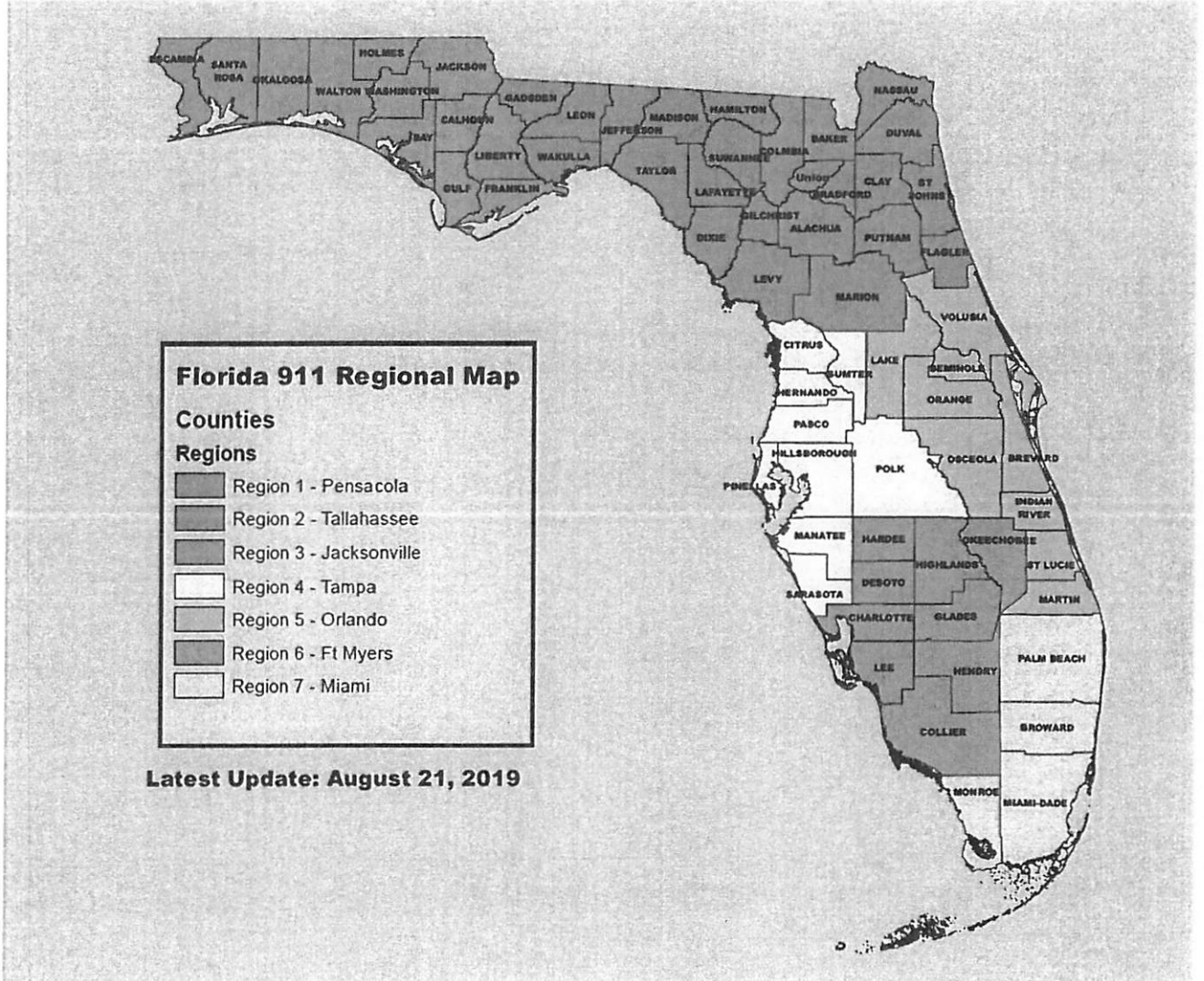
Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

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

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

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

Appendix II: Florida 911 Regional Map



Addendum I: Funding Priorities

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

1.0 Prepaid and Wireless Funding Priorities

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

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

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

PRIORITY 3: Information System

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

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

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

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

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

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

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

PRIORITY 7: GIS sub-addressing projects

PRIORITY 8: Aerial Photography / Imaging

- I) Overhead (Nadir) images

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

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

2.0 Federally Funded Awards

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

Eligible Costs:

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

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

D) Training costs directly related to NG-911- implementation for public safety personnel. The "Recommended Minimum Training Guidelines" for Telecommunicators must serve as a base level for the training provided. Recipients must submit documentation describing the training being provided, which identifies the included elements from the Minimum Training Guidelines.

E) Operational Costs to operate the NG-911 system as a dual system to the current legacy 911 system until the legacy E911 or 911 system is shut down and the system is fully operational using only NG-911 technology.

2.2 Ineligible Costs

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

Budget Report

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

County: Taylor

Budget Categories

Project Name: GIS Data Analysis and Clean up

Deliverables

A. System (Hardware, Software, Equipment, & Labor)

None

Unit Price (\$)

Quantity

Total Amount (\$)

B. Services (Training, Maintenance, and Warranty Items)

GIS data services

\$78,258.81

1

\$78,258.81

Overall Project Total

\$78,258.81

Carry Forward Funds Applied

\$0.00

Grant Request Total Less Carry Forward Applied

\$78,258.81

Notes:


 Signature, 911 County Coordinator

County E911 Fiscal Information

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

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

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

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

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

GEQCOMM



GIS Professional Services

Proposal for Taylor County, Florida

September 20, 2022

GIS Professional Services

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

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

Prices are valid for a period of 90 days.

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

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

GIS Professional Services Overview and Pricing

GIS Data Professional Services Including:	Price
<ul style="list-style-type: none"> • GIS Data Analysis • Provisioning Boundary Layer Development or Updates • Service Boundary Layers: PSAP Boundary Layer Development or Updates • Service Boundary Layers: Police, Fire, EMS Layers Development or Updates • Road Centerlines Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements • Road Centerlines Layer: Attribute Updates for MSAG Synchronization • Road Centerlines Layer: Attribute Updates for ALI Synchronization • Road Centerlines Layer: Street Connectivity Updates • Road Centerlines Layer: Address Range Updates • Site/Structure Address Points Layer: GIS Data Attribute Standardization: Transform Schema to NENA NG9-1-1 Model and PSAP Mapping System Requirements • Site/Structure Address Points Layer: Synchronization with Road Centerlines and Boundary Layers Attributes • Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization • Incorporated Municipality Boundary Layer Development or Updates • Street Name Alias Table Creation • Road Centerlines Layer: Spatial alignment • Site/Structure Address Points Layer: Spatial Alignment • Field Verification Services 	<p style="font-size: 1.2em; font-weight: bold;">\$78,258.81</p>
Contract Total \$78,258.81	
<p>Notes: Pricing is based on GSA Contract Number GS-35F-0594S.</p>	

Project Management Description

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

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

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

GIS Professional Services Description

GIS Data Analysis

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

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

Provisioning Boundary Layer Development or Updates

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

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

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

Service Boundary Layers: PSAP Layer Development or Updates

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

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

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

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

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

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

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

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

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

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

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

Road Centerlines Layer: Attribute Updates for MSAG Synchronization

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

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

Road Centerlines Layer: Attribute Updates for ALI synchronization

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

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

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

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

Road Centerlines Layer: Street Connectivity Updates

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

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

Road Centerlines Layer: Address Range Updates

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

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

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

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

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

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

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

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

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

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

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

Incorporated Municipality Boundary Layer Updates or Development

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

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

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

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

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

Street Name Alias Table Creation

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

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

Road Centerlines Layer: Spatial Alignment

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

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

Site/Structure Address Point Layer: Spatial Alignment

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

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

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

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

Field Verification Services

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

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

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

Project Deliverables and Customer Responsibilities

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

Project Deliverables

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

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

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

Customer Responsibilities

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

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Friday, January 06, 2023

To Whom It May Concern

The Taylor County Board of County Commissioner's purchasing policy reads as follows:

The following types of purchases shall be exempt from any bidding requirements as set forth in this Purchasing manual:

- All supplies, materials, equipment, or services purchased at a price established by state, federal, county or other contracts that have met the Florida procurement guidelines or at a price equal to or less than those prices.


Pursuant to section 287.042(16), Florida Statutes, the Division of State Purchasing, Department of Management Services has evaluated the Multiple Award Schedule program administered by the federal General Services Administration (GSA) and determined that the GSA Schedule 70 and GSA Schedule 84 Cooperative Purchasing Program is cost effective and in the best interest of the State.

Thank you so much for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "LaWanda Pemberton".

LaWanda Pemberton
County Administrator

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	2023 Spring E911 Rural County Maintenance Grant
	
MEETING DATE REQUESTED:	March 6 th , 2023

Statement of Issue: This application is for the 2023 Spring E911 Rural Maintenance Grant. The grant funds the maintenance costs associated with Taylor County's 911 system.

Recommended Action: Sign contract

Fiscal Impact: \$50,409.36

Budgeted Expense: Yes No N/A

Submitted By: Dakota Cruce

Contact: 850-672-1976 or dakota.cruce@taylorsheriff.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The E911 Rural County Grant Program is used to assist rural counties with installation and maintenance of an enhanced 911 system. This is a reimbursement grant; there is no match for this grant, as it is 100% funded by the State E911 Board.

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

- Attachments:**
1. Grant Application
 2. Quotes from vendors, vendor contracts, and sole source forms

911 RURAL COUNTY GRANT PROGRAM

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1.0 Purpose

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

2.0 Eligibility

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

3.0 Definitions

- 3.1 **Enhanced 911 (E911)**: An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the State Plan under section 365.171, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 **911 Maintenance**: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 3.3 **E911 System**: The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- 3.4 **Alternate Contract Source (ACS)**: A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county’s purchase is not over expansive in size and scope.
- 3.5 **Maintenance Contract**: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 **Next Generation 911 (NG-911)**: The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 **Next Generation 911 Core Services (NGCS)**: The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

- 3.8 **Public Safety Answering Point (PSAP):** A public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 Plan.
- 3.9 **Service Contract:** A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 **Warranty Contract:** A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4.0 911 Rural County Grant Program Calendar

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

5.0 General Conditions

5.1 Applications and related documents must be delivered to the following address:

State of Florida E911 Board
 ATTN: E911 Board Administrative Staff
 4030 Esplanade Way, Suite 135
 Tallahassee, FL 32399-0950
 Or
E911BoardElectronicGrantreports@dms.fl.gov

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

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

- 5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:
- a) When purchasing from a DMS State Term Contract or DMS authorized Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
 - b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
 - c) Services or commodities provided by governmental entities do not require more than one quote.
 - d) The county can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.
- 5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital

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

- 5.17 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses

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

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

6.2 Funding limitations are specified on the following items:

- A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
- C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- E. Training cost funding is limited to new system and equipment training.
- F. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

7.0 Approval and Award

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

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5 To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

- 8.6 Grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 8.9 The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.
- 8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold grant payments pending grantee correction of the deficiency,
 - Disapprove all or part of the cost of the activity or action not in compliance,
 - Suspend or terminate the current award for the grantee's project,
 - Suspend or deny future grant awards.

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

- 8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.
- 9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.4 Funding continuance will be based on timely submission of quarterly reports.
- 9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.
- 9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.
- 9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.
- 9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.
- 9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.
- 9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**
- 9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting

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

County Taylor

911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$50,409.36

Project Title: TAYLOR COUNTY 2023 SPRING RURAL GRANT

1. Board of County Commissioners Chair: Jamie English

Mailing Address: P.O. Box 620

City: Perry

State: Florida Zip: 32347 -

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

Email Address: jenglish@taylorcountygov.com

2. County 911 Coordinator: Dakota Cruce

Mailing Address: 108 N Jefferson st Ste 103

City: Perry

State: Florida Zip: 32347 -

Phone: (850) 672-1976 Fax: _____

Email Address: dakota.cruce@taylorsheriff.org

County Taylor

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

3. County Fact Information

A. Number of PSAP's 1 (one)

B. Number of Call-taking Positions per PSAP 4 (four)

C. What equipment is requested in this grant application?
N/A

D. Financial Information:

What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? \$50,000

1.) What are the current annual costs for maintenance of items included in 1.)?
\$55,718.17

2.) Total amount of E911 fee revenue received in the preceding year?
\$87,875.32

3.) Total amount of county carry forward funding retained in the preceding year?
\$0.00

4.) Current total amount of county carry forward funding?
\$189,629.00

5.) Two year maximum calculated amount for applied carry forward funding
Calculation (current year carry forward \$52,725.20
funding amount based on General
Condition 5.16 multiplied by two)

6.) Minimum calculated amount for Applied Carry Forward Funding
Calculation (Subtract the amount in D.4. \$136,903.80
subtracted by amount in D.5.)
Insert in the Budget Report

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

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

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

-Eventide Recorder System Support (Interaction Insight Corporation) (07/01/2023 – 06/30/2024)

- **Gold Maintenance and Support provides annual 24/7 remote and on-site service agreement including enhanced HW warranty and SMA**

-AK Associates AK Maintenance (05/01/2023 – 04/30/2024)

- **Includes (labor only) maintenance service for 911 systems.**
- **Response time for minor and major outages is within (2) two hours. All other non-critical maintenance issues will have a next business day response.**
- **Remote diagnostics will be done immediately upon receipt of service problem.**
- **It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit.**
- **Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of option 1-5 days).**
- **Engineering- design of PSAP, call routing database, direct trunking for VOIP, landline and wireless trunking. Design of i3 NENA technology for text messaging.**
- **Project management/ consulting services included for all new projects associated with PSAP management, design and implementation.**
- **Technical support for system implementation for all new technologies including i3 VOIP, CAD integration, text messaging, and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 911 system.**

-AK Associates Solacom Support (10/02/2023 – 10/01/2024)

- **Position software support- year 6**
- **Guardian Hardware Support- year 6 (The Guardian hardware support program covers all hardware purchased from Solacom with the following exceptions: 1. Computers and servers are excluded, and are covered under manufacturer support for up to five (5) years. 2. Monitors, keyboards, and mouse devices purchased with the initial computer order will carry the same support purchased for the associated computer or server. 3. UPS, individually purchased; keyboards, mouse devices, headsets, and handsets are covered under the initial one (1) year warranty and are not eligible for extended support.**
- **AntiVirus management/ positons**

-AK Associates Intrado Support

- **MS-SUP-SU MapSAG Annual Support and Maintenance- single user (06/01/2023 – 05/31/2024)**
- **MF-SRV-SUP Mapflex Server Support and Maintenance, and MF-DMS-RENS Mapflex Client License Renewal (1-5 pos) – year 2 (09/25/2023 – 09/24/2024)**

-AK Associates AK Managed Services (05/01/2023 – 04/30/2024)

- **AKAUTO Agent license annual/1 year systems management, windows patch management, systems monitoring, remote control, alerting, automation, discovery, reporting**
- **AK Essentials/ 1 year network monitoring and management (includes firewalls, gateways, routers and switches).**
- **AKperform performance add-on/1 year MSPs deep visibility into network traffic flows on client networks.**

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

The funds requested will ensure that the equipment is maintained by properly trained technicians who have been working with the equipment, our equipment for over a decade.

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

Taylor County is a rural county with a population of under 22,000 people. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs

associated with maintaining a wireless phase II system. Taylor County is one of the state's REDI (Rural Economic Development Initiative) counties and also one designated "critical economic concern". Without the funding this grant provides, wireless phase II operation at out center would be difficult to continue.

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

Taylor County is requesting these funds for projects or coverage that are needed for 2023-2024. Upon approval of the grant, a budget request will be provided to the Taylor County Board of County Commissioners. Once approval of the budget commences, a purchase order will be produced. Payment will be made immediately upon receipt of invoices received from the vendor; the project will be considered complete when all funds have been expended and the vendor has reported action on all items in the quote.

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

This will be a sole source procurement to not void maintenance and warranty agreements.

County

Taylor

10. Assurances

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

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

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

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

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

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

11. Authority

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

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or
COUNTY MANAGER

DATE

Printed Name

WITNESS

DATE

Appendix I

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

AUTHORIZED EXPENDITURES OF E911 FEE. —

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

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

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

Addendum I

Funding Priorities for the 911 Rural County Grant Program

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

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

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

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

PRIORITY 3: Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

- a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

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

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

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

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

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

County E911 Fiscal Information

Item No.	E911 Fee Revenue		
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1	County	taylor	Fiscal Year	2021-2022
2	Wireless Fee Revenue	\$48,059.15		
3	Non-Wireless Fee Revenue	\$19,193.40	(LEC, Wireline, & VoIP)	
4	Pre-Paid Fee Revenue	\$20,622.77		
5	Total Fee Revenue	\$87,875.32	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)	

Item No.	E911 Allowable Expenditures		
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6	Fee Revenue Expenditures	87,875.32		
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Item No.	E911 Carry Forward & Excess Carry Forward		
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9	Allowable Carry Forward	\$26,362.60	Maximum Allowable (30% of Item #5)	
10	Actual Carry Forward	\$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9	
11	Excess Carry Forward Recovery	\$0.00		

Item No.	Contact Information		
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12	Preparer's Name	Dakota Cruce	
13	Preparer's Title / Position	911 coordinator	
14	Telephone Number	850-838-1104	
15	Preparer's Email	dakota.cruce@taylorsheriff.org	
16	Date	11-30-22	

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

County E911 Fiscal Information

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

Budget Report

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

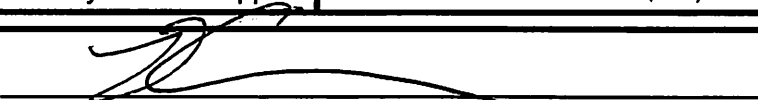
County: Taylor

Project Name: Taylor County 2023 Spring Rural Grant

Budget Categories

Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items)			
Eventide recorder (Interaction insight Corporation)	\$4,475.00	1	\$4,475.00
AK Associates AK Maintenance	\$30,000.00	1	\$30,000.00
AK Associates Solacom Support	\$8,443.36	1	\$8,443.36
AK Associates Intrado Support MapSAG Support	\$1,950.00	1	\$1,950.00
AK Associates Intrado Support MapFlex Support	\$3,169.00	1	\$3,169.00
AK Associates AK Managed Services	\$2,372.00	1	\$2,372.00
Overall Project Total			\$50,409.36
Carry Forward Funds Applied			\$0.00
Grant Request Total Less Carry Forward Applied			\$50,409.36

Notes:



Signature, 911 County Coordinator



**INTERACTION
INSIGHT
CORPORATION**

GETTING YOU CLOSER TO YOUR CUSTOMERS

**SUPPORT AGREEMENT
GENERAL TERMS
& CONDITIONS - Gold Package**

Interaction Insight Corporation
125 Half Mile Road, Suite 200
Red Bank, NJ 07701
Tel.: +1 800.285.2950
www.interactionic.com

For:	Taylor County
Date:	January 30, 2023
Project:	Annual Maintenance and Support
From:	Kimberly Husain Khusain@interactionic.com 800-285-2950 Ext 115
Description:	Gold Maintenance & Support - Annual 24/7 Remote and On-site Service Agreement including Enhanced HW Warranty & SMA. Maintenance Coverage from 7/1/2023 thru 6/30/2024
	Annual Support Fee \$ 4,475.00

This Gold Support Agreement ("Agreement") with effective Dates shown above between **Interaction Insight Corporation** ("IIC") located in Red Bank, NJ 07701 and client listed above and its affiliates ("Customer" or "Licensee") for the provision of Support Services for Customer where IIC will provide the Gold Support Package based on the terms and conditions set out below. As used herein, the term System shall refer to the equipment set forth in Section 5.

- a. Remote Support: Advice and assistance via telephone, internet 24/7
- b. On-site Support On-site services are included as part of this Agreement 24/7
- c. Hardware Warranty: IIC will repair or replace any defective hardware components during the terms of this Agreement. Please Note: Archive drives and cables are considered disposable products and are not covered by this Agreement. Lost dongles are not covered by this Agreement. Components damaged by acts of God (i.e., fire, lighting, and water damage) are not covered by this Agreement. The licensee will be responsible for shipping charges, if necessary, to IIC. Return shipping will be covered under this Agreement.
- d. Software Maintenance: With your recording system, you have the software license release. During the terms of this agreement, IIC will provide all feature packs and service repairs, including installation, for appropriate releases at no extra charge (i.e., X.X, X). Please note that major new software releases are not covered by this agreement and are considered software upgrades that must be purchased (i.e., upgrading from release X.X to release X.X).

- e. Preventative Maintenance: One preventative maintenance inspection will be performed, via remote access connection, per annum, at no additional charge.

1. Licensee Obligations

- a. All Services are to be used for the sole purpose of maintaining or upgrading existing systems for which the Licensee has a valid Support Agreement.

2. Duration and Consideration

- a. This Agreement shall commence on the date specified above and will initially run for twelve consecutive months. IIC will inform Licensee within ninety (90) days before renewal is due. IIC shall not increase any fee set forth during the initial term of the Agreement. Thereafter, and in the event, Licensee renews the Agreement, IIC shall have the right to increase the fees for the Services to be provided.
- b. If the Licensee fails to remit charges due to IIC by the due date and does not cure such payment failure within thirty (30) days of receiving written notice thereof, IIC obligations to the Licensee under the terms of this Agreement will cease immediately.
- c. This agreement shall be renewed automatically if not specifically terminated in writing by Licensee at least 30 days prior to the end of the term.
- d. If this Agreement lapses, IIC reserves the right to charge a one-time reinstatement fee of \$1,500.00 for the reinstatement of the Agreement

3. Conditions Precedent

- a. IIC shall have no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System (or any other breach with respect to the condition, or operation of the System) if: (1) the System is not maintained and operated normal conditions, as communicated to Licensee, by qualified IIC service personnel; (2) the System incorporates spare or replacement parts other than those purchased under this Agreement or otherwise through IIC (3) the system has been altered, abused, misused, or taken apart by a party other than IIC, its employees, agents, and subcontractors; (4) the Customer uses

the system in connection with components, parts, programs or equipment that are unauthorized or not recommended by IIC; or (5) the nonconformity or defect (or other breach with respect to the condition or operation of the system) has arisen as a result of physical damage to the system occurring subsequent to delivery thereof to the installation site, including "acts of God". Notwithstanding the foregoing, IIC shall bear responsibility for correcting, curing or otherwise remedying any nonconformity or defect in the System resulting from the fault or negligence by IIC, its employees, agents, and subcontractors.

- b. This agreement does not cover the replacement of any lost "software" dongles, or license interface DSC cards.

4. Disclaimer

- a. IIC shall perform all Services in a workmanlike manner and in accordance with standard industry practices.

5. Equipment Covered:

System	Description	Quantity
Eventide NexLog DX	Eventide DX Recording System Serial no.: 745100683 24A,2 positions 11 dispatchers Solacom Guardian Motorola Radios Daily Usage: Redaction and Split/Join ANI/ALI CAD	1

Specific Terms:

- Annual Support Fee: \$ 4,475.00

Advice and assistance via telephone, internet, and e-mail available during regular business hours, Monday through Friday, 9:00 AM to 5:00 PM

- Hours of Support: 24 hours per day, 7 days per week

- Service Commencement Date:

- Payment Terms: Net 30.

- Customer must supply and maintain the proper audio, AC, and data connections to the System's physical location.

- Charges shown do not include state sales tax, if applicable.



We have prepared a quote for you

AK Managed Services

Quote # 001104
Version 1

Prepared for:

Taylor County, FL

Dakota Cruce
Dakota.cruce@taylorsheriff.org

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



AK MANAGED SERVICES

Description	Price	Qty	Ext. Price
AK Automate AKAUTO Agent License Annual/ 1 Year	\$65.00	12	\$780.00
Systems Management, Windows Patch Management, Systems Monitoring, Remote Control, Alerting, Automation, Discovery, Reporting Automate Key: 7346061414841795 Agents Deployed: 12 Subscription Renewal Date: 05/01/23 11:59:59 PM FQDN: AKAssociates.hostedmmm.com Last Pulsed In: 01/26/23 5:46:15 AM IP Address: 35.171.167.253			
AK Essential Essentials/ 1 Year	\$300.00	4	\$1,200.00
Network Monitoring and Management (includes Firewalls, Gateways, Routers and Switches)			
AK Perform Performance Add-On/ 1 Year	\$98.00	4	\$392.00
MSPs deep visibility into network traffic flows on client networks			
<i>Dates of Support: 5/1/23 through 4/30/24</i>			

Subtotal: **\$2,372.00**

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



Payment Terms

Description	Qty
<p>Terms of Sale:</p> <ul style="list-style-type: none">• Payment Terms are Net 30	

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



AK Managed Services

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Dakota Cruce

(850) 672-1976

Dakota.cruce@taylorsheriff.org

Quote Information:

Quote #: 001104

Version: 1

Delivery Date: 01/30/2023

Expiration Date: 04/25/2023

Quote Summary

Description	Amount
AK MANAGED SERVICES	\$2,372.00

Total: **\$2,372.00**

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

AK Associates

Taylor County, FL

Signature: _____

Name: _____

Beth Stankus

Title: _____

Manager of Accounting

Date: _____

01/30/2023

Signature: _____

Name: _____

Dakota Cruce

Date: _____

2-13-23



We have prepared a quote for you

Intrado Support

Quote # 001094
Version 1

Prepared for:

Taylor County, FL

Dakota Cruce
Dakota.cruce@taylorsheriff.org

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



MapSAG Support

Description	Price	Qty	Ext. Price
MS-SUP-SU MapSAG Annual Support and Maintenance - Single User MapSAG Annual Support and Maintenance - Single User	\$1,950.00	1	\$1,950.00

Dates of Support: 6/1/23 through 5/31/24

Subtotal: **\$1,950.00**

MapFlex Support

Description	Price	Qty	Ext. Price
MF-SRV-SUP MapFlex Server Support and Maintenance MapFlex Server Support and Maintenance	\$2,569.00	1	\$2,569.00
MF-DMS-RENS MapFlex Client License Renewal (1-5 pos) - Year 2	\$150.00	4	\$600.00

Dates of Support: 9/25/23 through 9/24/24

Subtotal: **\$3,169.00**

Payment Terms

Description	Qty
Terms of Sale:	
• Payment Terms are Net 30	

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



Intrado Support

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Dakota Cruce

(850) 672-1976

Dakota.cruce@taylorsheriff.org

Quote Information:

Quote #: 001094

Version: 1

Delivery Date: 01/30/2023

Expiration Date: 09/24/2023

Quote Summary

Description	Amount
MapSAG Support	\$1,950.00
MapFlex Support	\$3,169.00
Total: \$5,119.00	

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

AK Associates

Taylor County, FL

Signature: _____

Name: _____

Beth Stankus

Title: _____

Manager of Accounting

Date: _____

01/30/2023

Signature: _____

Name: _____

Dakota Cruce

Date: _____

2-13-23



We have prepared a quote for you

Solacom Support

Quote # 001091
Version 1

Prepared for:

Taylor County, FL

Dakota Cruce
Dakota.cruce@taylorsheriff.org

Solacom Support

Description	Price	Qty	Ext. Price
MT-SSGUARD-01 Position Software Support - Year 6	\$1,430.00	4	\$5,720.00
MT-HSGUARD-06 Guardian Hardware Support - Year 6 <i>The Guardian hardware support program covers all hardware purchased from Solacom with the following exceptions: 1. Computers and servers are excluded, and are covered under manufacturer support for up to five (5) years. 2. Monitors, keyboards and mouse devices purchased with the initial computer order will carry the same support purchased for the associated computer or server. 3. UPS, Individually purchased; Keyboards, mouse devices, headsets, and handsets are covered under the initial one (1) year warranty and are not eligible for extended support.</i>	\$2,123.36	1	\$2,123.36
SV-AVMgr-1yr AntiVirus Management/ Positions	\$150.00	4	\$600.00
<i>Dates of Support: 10/2/23 through 10/1/24</i>			

Subtotal: **\$8,443.36**

Payment Terms

Description	Qty
Terms of Sale:	
• Payment Terms are Net 30	

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



Solacom Support

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Dakota Cruce

(850) 672-1976

Dakota.cruce@taylorsheriff.org

Quote Information:

Quote #: 001091

Version: 1

Delivery Date: 01/30/2023

Expiration Date: 10/01/2023

Quote Summary

Description	Amount
Solacom Support	\$8,443.36

Total: **\$8,443.36**

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

AK Associates

Taylor County, FL

Signature: _____

Name: _____

Beth Stankus

Title: _____

Manager of Accounting

Date: _____

01/30/2023

Signature: _____

Name: _____

Dakota Cruce

Date: _____

2-13-23



We have prepared a quote for you

AK Maintenance

Quote # 001083
Version 1

Prepared for:

Taylor County, FL

Dakota Cruce
Dakota.cruce@taylorsheriff.org

AK Maintenance

Description	Price	Qty	Ext. Price
AKEPMaint AK Elite Premier Maintenance <i>Dates of Support: 5/1/23 through 4/30/24</i>	\$30,000.00	1	\$30,000.00

- Includes (labor only) maintenance service for 9-1-1 systems.
- Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response.
- Remote diagnostics will be done immediately upon receipt of service problem.
- It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit.
- Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days).
- Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging.
- Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation.
- Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.

Subtotal: **\$30,000.00**

Payment Terms

Description	Qty
Terms of Sale: • Payment Terms are Net 30	

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



AK Maintenance

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Dakota Cruce

(850) 672-1976

Dakota.cruce@taylorsheriff.org

Quote Information:

Quote #: 001083

Version: 1

Delivery Date: 01/30/2023

Expiration Date: 04/30/2023

Quote Summary

Description	Amount
AK Maintenance	\$30,000.00

Total: **\$30,000.00**

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

AK Associates

Taylor County, FL

Signature: _____

Name: _____

Beth Stankus

Title: _____

Manager of Accounting

Date: _____

01/30/2023

Signature: _____

Name: _____

Dakota Cruce

Date: _____

2-13-23

EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: AK Associates

COMMODITY: (General Description) Manufacturer's Software License Renewals

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. Attach additional data or support documentation if necessary. (More than one entry will apply to most sole source products or services).

SOLE SOURCE CERTIFICATION:

1. Parts/equipment can only be obtained from original manufacturer - not available through distributors. (Items 3,4,5, or 6 must also be completed.)
2. Only authorized area distributor of the original manufacturer. (Items 3, 4, 5, or 6 must also be completed.)
3. Item/service owned by a private individual or corporation under trademark or patent.
4. Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain Below)
5. This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below.)
6. Parts/equipment are required from this vendor to provide standardization. (Explain Below.)
7. None of the above apply. Explanation for sole source request is detailed below.

COMMENTS/EXPLANATION: (Use reverse side if necessary.)

manufacture license renewals required for operation and maintenance of 911 system. Not covered under contract pricing

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed: _____
Department Head Signature

Department: _____

Approved: _____
County Coordinator

Date:

**E 9-1-1 INSTALLATION AND MAINTENANCE
SERVICE CONTRACT AMENDMENT 1**

Elite Premier Installation and Maintenance Service

This Amendment is entered into between Taylor County, 591 US Hwy 27 E, Perry, Florida (hereinafter called "County") and Kraus Associates Inc., d/b/a, AK Associates, 326 Porta Rosa Circle, St Augustine, Florida 32092 (hereinafter called "Contractor").

WHEREAS, Contractor and County entered into an Elite Premier Purchase, Installation and Maintenance contract in March of 2022; and

WHEREAS, County requested pricing for manufacturer's software support for the upcoming support term; and

WHEREAS, the contract must be amended to reflect these pricing and date adjustments;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- Solacom Support: (10/2/23-10/1/24) \$ \$8,443.36
- Intrado Support: (6/1/23-5/31/24 & 9/25/23-9/24/24) MapSAG \$1,950 MapFlex \$3,169
- AK Monitoring: (5/1/23-4/30/24) \$2,372

Note: The "Contractor" shall provide the "County" with an option to purchase manufacturer's extended warranty on a yearly basis. The "Contractor" shall provide a yearly quote to the County for submission to the Florida Rural Grant Program without placing an additional markup as long as the "County" is covered under AK Elite Premier Maintenance. Prices for manufacturer support are budgetary and are priced at the discretion of the manufacturer.

Except as expressly provided in this Amendment, all of the provisions and terms from the previous agreement and amendments remain in full force and effect.

**AK ASSOCIATES
(CONTRACTOR)**

**TAYLOR COUNTY 9-1-1
(COUNTY)**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**PURCHASE, INSTALLATION AND MAINTENANCE
SERVICE CONTRACT**

Elite Premier Purchase, Installation and Maintenance Service

This Agreement is entered into between Taylor County, 591 US Hwy 27 E, Perry, a political subdivision of the State of Florida, (hereinafter called "County") and Kraus Associates Inc., d/b/a AK Associates, 326 Porta Rosa Circle, St Augustine, FL 32092 (hereinafter called "Contractor"). It is agreed between "County" and "Contractor" as follows:

AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE

Contractor agrees to provide, and the County agrees to purchase and accept, in accordance with the terms and conditions set forth below, Contractor's Elite Premier Installation and Maintenance Service for the Hardware and Software sold by the Contractor and licensed to the County.

COSTS: AK Elite Premier Maintenance

AK Elite Premier Service (labor only) –

1 onsite visit per week for preventive maintenance and scheduled subsequent installations for equipment adds, moves and changes.

AK Elite Premier Maintenance

▪ Year 1: 5/1/21-4/30/22	<u>\$ 29,425</u>
▪ Year 2: 5/1/22-4/30/23	<u>\$ 30,000</u>
▪ Year 3: 5/1/23-4/30/24	<u>\$ 30,000</u>
▪ Year 4: 5/1/24-4/30/25	<u>\$ 30,750</u>
▪ Year 5: 5/1/25-4/30/26	<u>\$ 30,750</u>

Software Manufacturer Support Year 1

- Solacom Support: (10/2/21-10/1/22) \$7,558.48
- Solacom Support: (10/2/22-10/1/23) \$7,646
- Intrado Support: (6/1/21-5/31/22 & 9/25/21-9/24/22) MapSAG \$3,900 MapFLEX \$4,565
- Intrado Support: (6/1/22-5/31/23 & 9/25/22-9/24/23) \$8,465
- 911 Datamaster (Budgetary) (1/1/22-12/31/22) \$7,670
- 911 Datamaster (Budgetary) (1/1/23-12/31/23) \$7,670

Note: The Contractor agrees to provide the County with a quote for Solacom Guardian Support, Intrado MapSAG/FLEX, and Datamaster DBMS for subsequent years on a yearly basis.

AK ELITE PREMIER MAINTENANCE SERVICE:

AK Associates Elite Premier Maintenance service includes the following:

This service includes all onsite installation and maintenance service for the Solacom Guardian System purchased from the Contractor. Note, the manufacturer may require certain manufacturer services for installation. The Contractor shall provide 1st-tier labor to maintain such equipment sold by the manufacturer at no additional cost, as long as the AK Elite Premier Maintenance Service contract is valid. Manufacturer's labor is billable/chargeable and materials are not covered under extended warranty.

- Provide 1st-tier labor support at the Taylor County 9-1-1 PSAPs. Maintenance (labor only) will be performed by the Contractor for all work performed on the 911 System and all associated components purchased by the Contractor.
- Retraining may be done at various times at no additional cost upon request of the County throughout the life of the contract. The County is responsible for all training materials supplied by the equipment manufacturer after the initial training.
- Testing, identification and referral of wireless, wireline and VoIP 9-1-1 troubles to the proper telephone service provider(s) and/or other vendors associated with 9-1-1 service.
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.
- Labor to install all minor non-scheduled upgrades to equipment installed by Contractor
- Labor to install yearly scheduled upgrades. The County and/or manufacturer are responsible for all hardware, software, associated miscellaneous materials and upgrade costs from Manufacturer (if any).
- Includes daily remote preventive maintenance. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. The telephone line used for Remote diagnostics is the responsibility of the County.
- Weekly on-site preventive maintenance for the 9-1-1 equipment and 9-1-1 network.
- Free Project Management (professional services) for system implementation support for wireless phase II, VoIP, On-Star and Next Gen 911.
- Labor to install, relocate, or remove any existing equipment installed by the Contractor, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support. ALL LABOR ASSOCIATED WITH THE EQUIPMENT INSTALLED BY CONTRACTOR IS COVERED UNDER THIS AGREEMENT. Any cost for hardware, software or manufacturer's labor is the responsibility of customer.
- Free Consulting Services on all equipment provided by AK Associates.

Note: All hardware, software and associated miscellaneous materials not covered under warranty or manufacturer's maintenance are the responsibility of the County

and/or the equipment manufacturer. The Contractor is not responsible for hardware or software, only the labor to maintain or install the hardware and software.

On-site Technical Service Support – One day per week on-site preventive maintenance service provided by trained AK technicians to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

Remote Technical Service Support – 24 hour service performed by a trained technician for all out of hours service problems. Response for major outages shall be within a maximum two hour time frame and for non-service affecting problems a four hours time frame. AK Associates shall provide the “County” with a current escalation list, including an 800 number for all service requests.

TERM OF MAINTENANCE AGREEMENT. This Agreement shall commence on the day the system is placed into service and terminate five (5) years thereafter (the “Initial Term”), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement shall be automatically renewed and continue in force on a year-to-year basis (“Extended Term”) until terminated by either party upon a ninety days (90) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term.

RENEWAL OF MAINTENANCE CONTRACT: The agreement will be automatically renewed unless the “County” notifies the “Contractor” within 60 days of expiration. The annual rate shall not increase more than 3% per year for additional years or a new fixed rate may be established between the “County and the “Contractor”.

CONFIDENTIALITY. Contractor shall not disclose any confidential information concerning County or its affairs, unless required by law, or with the consent of County. Contractor understands that County is a governmental entity and as such is prohibited by New York and Florida laws from keeping the terms of this Agreement confidential should there be a request for said information. If required to disclose any such information, Contractor or County, as appropriate, shall give the other notice as soon as possible.

FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party for goods or services that have been provided or performed), when and to the extent such failure or delay is caused by or results from the following force majeure events (each a “Force Majeure Event”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, slowdowns, or other

industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) pandemic, epidemic, or other public health emergency, including any circumstances arising from any actions or restrictions taken or prohibited at the advice or direction of public health officials as a response to or to prevent the reoccurrence of such events; and (k) other similar events or unforeseeable events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party").

TERMINATION. The County shall have the right to terminate the agreement prior to the expiration date set forth in this contract as long as, the County provides ninety (90) days written notification of termination by registered mail in the event the Contractor fails to perform or observe any covenant or obligation set forth in this Agreement regarding the maintenance of the Hardware and Software and the County has given Contractor 90 days prior written notice and Contractor has failed to cure within said time or the failure is one which cannot be cured within that time and the Contractor has failed to take reasonable steps toward said cure within ninety (90) days of notice from the County.

PAYMENT. The Contractor shall provide the County with an invoice per year for AK Elite Premier Maintenance Service and Manufacturer's extended warranty. The County shall pay the Contractor within thirty (30) days of invoice(s).

All expenses are included in the yearly invoice amount, except for materials purchased by the County through the Contractor and/or for pre-approved travel outside the scope of this Agreement.

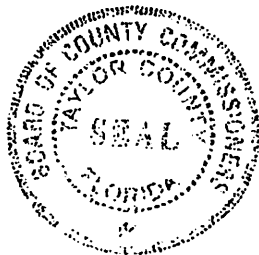
ATTEST:

By: _____

(Signature)

Date: _____

COUNTY SEAL:



ATTEST:

By: _____

(Signature)

(County Name)

By: _____

XX, title

Date: _____

CONTRACTOR:

Kraus Associates Inc., d/b/a AK Associates

By: _____

President

Date: 5/19/22

Date: 5/19/22

CORPORATE SEAL:

Appendix A

Florida Federal NG911 Grant Agreement Summary

13.3.1 –Kraus Associates, Inc, acknowledges that it is bound by the terms of the Florida Federal NG911 Grant Agreement Summary, all applicable state and federal laws and regulations and will hold the Department and Grantee harmless against all claims whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law.

13.3.2 – Kraus Associates, Inc. d/b/a AK Associates, will comply with all applicable provisions from Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

13.3.3 - without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

14. MANDATED CONDITIONS

14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Taylor County.

14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

14.3. In accordance with Executive Order 11-116, contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.

14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement will not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

Section 16:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension nor debarment.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction

with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions;

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

No Other Change

Except as specified here in, all other terms and conditions remain in full force and effect. This Exhibit may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Exhibit delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy and will become a part of the original Agreement.

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

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

February 13, 2023

VIA E-MAIL AND REGULAR MAIL

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

Re: AK Associates Updated Contract

Dear LaWanda:

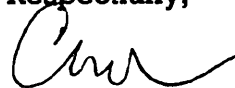
Pursuant to your review, based upon same

1. The Solacom Support for 10/2/23 to 10/1/24 has gone up from \$7,558.48 to \$8,443.36 for a jump of \$884.88 or 8.541%.
2. Intrado Support MapFlex looks like it is down \$3,900 to \$1,950 for 9/25/23 to 9/24/24 and MapFlex at \$3,169 down from \$4,565.

This is what appears to me, so if I am correct, I have no problem with it.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



JAG Grant for Taylor County Sheriff's Office

MEETING DATE REQUESTED:

03/07/2022

Statement of Issue: JAG Grant for \$21,780.50 requesting signature by Chairman Jamie English per grant requirements.

Recommended Action: Signature request

Fiscal Impact: Grant Funding

Budgeted Expense: N/A

Submitted By: John Ketring, TCSO Finance Director

Contact: (850) 584-4225 Ex 5
john.ketring@taylorsheriff.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: n/a

Options: Approve and sign grant

Attachments: JAG Grant

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: Taylor County Board of Commissioners
Recipient SAM UEI: RHFJLN17E2A1
Award Number: 8C119
Award Period: 10/01/2022 – 09/30/2023
Award Title: C-8C119: TAYLOR COUNTY DRUG TASK FORCE
Federal Funds: \$21,780.50
Matching Funds: \$0.00
CFDA: 16.738
Federal Award Number: 15PBJA-21-GG-00241-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Taylor County Board of Commissioners (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C119
Award Title: C-8C119: TAYLOR COUNTY DRUG TASK FORCE
Award Period: 10/01/2022 – 09/30/2023

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

**Recipient
Taylor County Board of Commissioners**

Signature: _____

Typed Name and Title: Jamie English, Chairman BOCC

Date: _____

***** If using a designee, sign in the "Chief Official Designee" section below. *****

**Chief Official Designee (optional)
Taylor County Board of Commissioners**

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: 8C119
Recipient: Taylor County Board of Commissioners
Award Title: C-8C119: TAYLOR COUNTY DRUG TASK FORCE
Award Period: 10/01/2022 - 09/30/2023

Problem Identification

The equipment being purchased is for LE related law enforcement functions within the Drug Task Force. Radars and binoculars will be executed in the field to lead to possible arrest and drug confiscation. The office furniture and computers will be used to update the current out of date ones to help be more efficient in daily office related task such as filling out reports and research.

The office equipment we have is very outdated and we are in dire need of an upgrade. The new monitors will be paired with the new computers since most modern, new computers use an HDMI rather than a VGA output. The new office furniture will make room for the new computers since the monitors are much larger compared to what we currently have. With some office space being on carpet and some on wood, the heavy duty floormats will ensure that the floor around the chair will not be damaged.

While task force members are working diligently, they need equipment to take out in the field with them. Binoculars will aid the members in watching and observing "targets" who are conducting hand-to-hand transactions, as well as to "watch over" CI's in the field to ensure their safety. The requested radar units will aid the task force members in obtaining a probable cause to stop a vehicle. Some examples of a probable cause could include, but is not limited to, any traffic violations such as speeding. By using the radar units, it will allow us to keep the county safe and out of harms way with an individual who is putting themselves and others at risk.

Scope of Work

Upon award of this grant, Taylor County will use the funds to purchase office furniture and equipment to replace the old items that they currently have. They also plan to purchase binoculars and radar units for the drug task force to ensure the safety of themselves and citizens within the county.

Appendix B - Deliverables

Award Number: 8C119
Recipient: Taylor County Board of Commissioners
Award Title: C-8C119: TAYLOR COUNTY DRUG TASK FORCE
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1 Recipient will use federal grant funds to procure office furniture, computers and monitors, binoculars and radar units.
Minimum Performance Criteria: Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences: This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price: Total payments for this deliverable will be approximately \$21,780.50

Appendix C - Approved Budget

Award Number:	8C119		
Recipient:	Taylor County Board of Commissioners		
Award Title:	C-8C119: TAYLOR COUNTY DRUG TASK FORCE		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$21,780.50	\$0.00	\$21,780.50
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Binoculars	Binocular 3@ \$525.00 = \$1575.00	\$1,575.00	\$0.00	\$1,575.00
Computer Monitor	Computer Monitor 4 @ \$186.29 = \$745.16	\$745.16	\$0.00	\$745.16
Computers	Desktop Computers 3@ \$1262.78 including associated peripherals such as keyboard and mouse = \$3788.34	\$3,788.34	\$0.00	\$3,788.34
Office Furniture	Desks 4 @ \$1710.00 = \$6840.00,	\$7,380.00	\$0.00	\$7,380.00
	Clear Chair Mats 4 @ \$135.00 = \$540.00			
	Totaling - \$7380.00			
Radar Units	Handheld Radar unit 2 @ \$1900.00 = \$3800.00	\$8,292.00	\$0.00	\$8,292.00
	Mobile Radar Unit 2 @ \$2246.00 = \$4492.00; totaling \$8292.00			
D. Equipment Subtotal:				\$21,780.50

Appendix D: Award Contacts

Award Number: 8C119
Recipient: Taylor County Board of Commissioners
Award Title: C-8C119: TAYLOR COUNTY DRUG TASK FORCE
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Stacey Walker
Title: Assistant Finance Director
Address: 108 N Jefferson St #103
Perry, FL 32347
Phone: 3855844225
Email: stacey.walker@taylorsheriff.org

Recipient Chief Official (CO)

Name: Jamie English
Title: Chairman BOCC
Address: 201 E. Green St.
Perry, FL 32347
Phone: (850) 838-6766
Email: jenglish@taylorcountygov.com

Recipient Chief Financial Officer (CFO)

Name: John Ketring
Title: Finance Director
Address:
Perry, FL 32347
Phone: 3868544225
Email: john.ketring@taylorsheriff.org

Recipient Additional Point of Contact (POC)

Name: Stacey Steele
Title: Assist Financial Director
Phone: 850-854-4225
Email: stacey.steele@taylorsheriff.org

Appendix E: Special Conditions

Award Number: 8C119
Recipient: Taylor County Board of Commissioners
Award Title: C-8C119: TAYLOR COUNTY DRUG TASK FORCE
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point-of-Contact. By utilizing funds for this project, the recipient agrees to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national system, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS security policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under 943.06, F.S.
- W0002 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0003 A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0004 WITHHOLDING OF FUNDS: The project period for this award starts 10/1/2022. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://oip.gov/financialguide/doi/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes
Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance
(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>)
(https://bjs.oip.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance
(https://bjs.oip.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 8.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 **Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doi/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and

state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).
- 14.0 Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centfl.org/CTFL/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 22.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.
- 23.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 5.0 Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.
- In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).
- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://oip.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

John Ketring

From: Criminal Justice <CriminalJustice@fdle.state.fl.us>
Sent: Monday, February 20, 2023 8:21 AM
To: 'jenglish@taylorcountygov.com'
Cc: John Ketring; Stacey Walker; Stacey; Miller, Amber
Subject: Signature Page Request – FDLE Award # 8C119
Attachments: 8C119 Federal Award - Agreement.pdf

Importance: High

This email is suspected to be a virus or phishing attempt. Do not click on any links or open attachments.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting the attachment and know the content is safe. Please call the sender if you were not expecting the attachment but know the sender.

The application review process for the following application is complete and ready for approval:

Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Award ID: 8C119
Recipient: Taylor County Board of Commissioners
Award Name: C-8C119: TAYLOR COUNTY DRUG TASK FORCE
Award Period: 10/01/2022 – 09/30/2023

In order to approve the application, please review the attached award agreement carefully and obtain signatures from the chief official on the appropriate line. If you notice any discrepancies, or if the chief official has changed since the application was submitted, please contact your assigned grant manager prior to execution.

Once the signatures are obtained, submit a copy of the signed award agreement to criminaljustice@fdle.state.fl.us, or by mail to P.O. Box 1489, Tallahassee, FL 32302-1489. Upon receipt, the OCJG Bureau Chief will sign the agreement and activate the award in AmpliFund. At that time, you will receive an email with a copy of the fully executed agreement.

If you have any questions or experience delays in obtaining signatures, please contact our office at (850) 617-1250.

Thank you,

Office of Criminal Justice Grants
Florida Department of Law Enforcement
(850) 617-1250

Visit our website at: <http://www.fdle.state.fl.us/Grants/Home.aspx>



NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a Public Hearing on the passage of the proposed Ordinance to amend Ordinance No. 2021-02 (County Code § 10-42 through 10-100) to repeal Section 10-92, Advertising. The Public Hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular Board meeting on **MONDAY, MARCH 6, 2023 at 6:00 P.M.** The title of the proposed Ordinance is:

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING
ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100)
TO REPEAL SECTION 10-92, ADVERTISING, TO PROVIDE
SEVERABILITY AND EFFECTIVE DATE, AND REPEAL ALL
ORDINANCES IN CONFLICT HEREWITH.**

The proposed Ordinance may be inspected by the public at the office of the Clerk of Court, located at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this Public 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.

The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the hearing shall be announced during the Public Hearing, and that no further notice concerning the matter will be published.

DATED this 9th day of FEBRUARY, 2023, by GARY KNOWLES, Clerk of the
Circuit Court and Clerk to the Board of County Commissioners of Taylor County,
Florida.

LEGAL NOTICE

1 ISSUE

WEDNESDAY, FEBRUARY 15, 2023

BILL T.C.B.C.C

Cindy Mock

From: Cindy Mock
Sent: Thursday, February 9, 2023 8:25 AM
To: PERRY NEWSPAPERS (classifieds@perrynewspapers.com)
Subject: LEGAL - AMEND 2021-02 (SPECIAL EVENT)
Attachments: AMENDING 2021-02 (ADVERTISING).doc

Please advertise as specified.
Thanks!

Cindy Mock, D.C.

**Administrative Asst. to
Gary Knowles, Clerk
Taylor County Clerk of Court
108 N. Jefferson St., Ste. 102, (Zip: 32347)
P.O. Box 620
Perry, FL 32348
c.mock@taylorclerk.com
850.838.3506 x111**

Please be advised that Florida has a broad public records law, and all correspondence via e-mail may be subject to disclosure. Under Florida Law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone.

Cindy Mock

From: Classifieds <classifieds@perrynewspapers.com>
Sent: Thursday, February 9, 2023 8:40 AM
To: Cindy Mock
Subject: Re: LEGAL - AMEND 2021-02 (SPECIAL EVENT)

Good morning, I have received your legal ad and will place it in Wednesday 2/15 edition of the TaCo Times.

Have a Blessed Day!

Amy Sadler

Perry Newspapers

(850) 584-5513

Classifieds

classifieds@perrynewspapers.com

On Feb 9, 2023, at 8:25 AM, Cindy Mock <c.mock@taylorclerk.com> wrote:

Please advertise as specified.

Thanks!

Cindy Mock, D.C.

Administrative Asst. to

Gary Knowles, Clerk

Taylor County Clerk of Court

108 N. Jefferson St., Ste. 102, (Zip: 32347)

P.O. Box 620

Perry, FL 32348

c.mock@taylorclerk.com

850.838.3506 x111

Please be advised that Florida has a broad public records law, and all correspondence via e-mail may be subject to disclosure. Under Florida Law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone.

<AMENDING 2021-02 (ADVERTISING).doc>

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100) TO REPEAL SECTION 10-92 ADVERTISING, TO PROVIDE SEVERABILITY AND EFFECTIVE DATE AND REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, in accordance with Florida Statutes 125 the Florida Legislature granted the Board of County Commissioners to create and administer regulations regarding public events, and

WHEREAS, the County had previously established rules regulating mud-bogging events by passing Ordinance 2001-12 (later amended by Ordinance 2004-4 and Ordinance 2021-02). The same being codified as Article 11 § 10-42 through 10-100 of the Taylor County Code, and

WHEREAS, the Board of County Commissioners has found that it is in the best interest of the County to amend Ordinance 2021-02 (County Code § 10-41 through 10-100) to repeal Section 10-92, Advertising.

NOW THEREFORE, BE IT ORDAINED BY the Taylor County Board of County Commissioners that:

Section 1. Section 10-92, Advertising, of Ordinance 2021-02 (County Code § 10-41 through 10-100) , is hereby repealed.

Section 2. Severability - If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This Ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED AND ADOPTED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

ORDINANCE NO. _____

2nd
Draft

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100) TO REPEAL SECTION 10-92 ADVERTISING TO PROVIDE SEVERABILITY AND EFFECTIVE DATE, AND REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, in accordance with Florida Statutes 125 the Florida Legislature granted the Board of County Commissioners to create and administer regulations regarding public events, and

WHEREAS, the County had previously established rules regulating mud bogging events by passing Ordinance 2001-12 (later amended by Ordinance 2004-4 and Ordinance 2021-02). The same being codified as Article 11 § 10-42 through 10-100 of the Taylor County Code, and

WHEREAS, the Board of County Commissioners advertisement and public hearing has found that it is in the best interest of the County to amend Ordinance 2021-02 County Code § 10-41 through 10-100 to repeal Section 10-92.

NOW THEREFORE, BE IT ORDAINED BY the Taylor County Board of County Commissioners that:

Section 1. Ordinance 2021-02 (County Code § 10-41 through 10-100 hereby repeals Section 10-92 of the County Code.

Section 2. Severability - If any word, phrase, clause, section or portion of this Ordinance shall be held Invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

PASSED AND ADOPTED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

ORDINANCE NO. _____

1st
Draft

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100) TO REPEAL SECTION 10-92 ADVERTISING TO PROVIDE SEVERABILITY AND EFFECTIVE DATE, AND REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, in accordance with Florida Statutes 125 the Florida Legislature granted the Board of County Commissioners to create and administer regulations regarding public events, and

WHEREAS, the County had previously established rules regulating mud bogging events by passing Ordinance 2001-12 (later amended by Ordinance 2004-4 and Ordinance 2021-02). The same being codified as Article 11 § 10-42 through 10-100 of the Taylor County Code, and

WHEREAS, the Board of County Commissioners advertisement and public hearing has found that it is in the best interest of the County to repeal Section 92 of Ordinance 2021-02.

NOW THEREFORE, BE IT ORDAINED BY the Taylor County Board of County Commissioners that:

Section 1. Section 10-92 of Ordinance No. 2021-02 is repealed.

Section 2. Severability - If any word, phrase, clause, section or portion of this Ordinance shall be held Invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

PASSED AND ADOPTED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

Cindy Mock

From: Gary Knowles
Sent: Wednesday, January 25, 2023 9:21 AM
To: Cindy Mock; Laura Brock
Subject: FW: Mud Bogging
Attachments: SKM_C25823012412060.pdf

From: The Bishop Law Firm <lawbishop@fairpoint.net>
Sent: Tuesday, January 24, 2023 11:49 AM
To: 'LaWanda Pemberton' <LPemberton@taylorcountygov.com>; Gary Knowles <gknowles@taylorclerk.com>
Subject: Mud Bogging

Karen Parker

Legal Secretary
The Bishop Law Firm, P.A.
Attorneys at Law
Post Office Box 167
Perry, Fl 32348
850-584-6113
850-584-2433 facsimile
karenparker@fairpoint.net

This electronic communication, including any authorized attachments, contains information from The Bishop Law Firm, P.A. that may be legally privileged, confidential, and exempt from disclosure under applicable law. This communication also may include content that was not originally generated by the firm. If you are not the intended recipient, any use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete it from all computers on which it may be stored. In addition, if you are not currently a client of the firm, this communication is not to be construed as establishing an attorney-client relationship.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: PROPOSAL TO ESTABLISH CERTAIN BOUNDARY LINES WITHIN GRANGER SUBDIVISION IN STEINHATCHEE



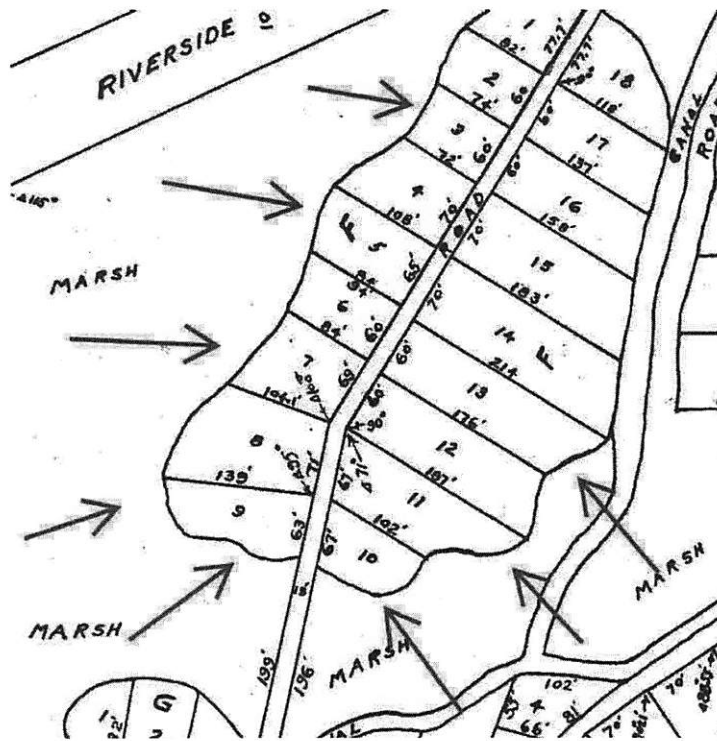
MEETING DATE REQUESTED: February 21, 2023

STATEMENT OF THE ISSUE

Before a subdivision plat map can be approved by the Board of County Commissioners, and thus become a platted subdivision, it must be surveyed with a high degree of specificity. (See Florida Statutes Chapter 177)

In the case of the HJ Granger Subdivision in Steinhatchee, Florida (platted in 1956), this was not the case in one particular section of the survey when it was approved.

Notice that lots 14-17 run to the canal bank. But, on the Northeast, Southeast, Southwest, and West sides of this portion of the plat, the curved boundaries contain no description that would normally accompany a curved boundary (i.e. there are no calls for radius, arc, direction of the curves, or length of the curves).



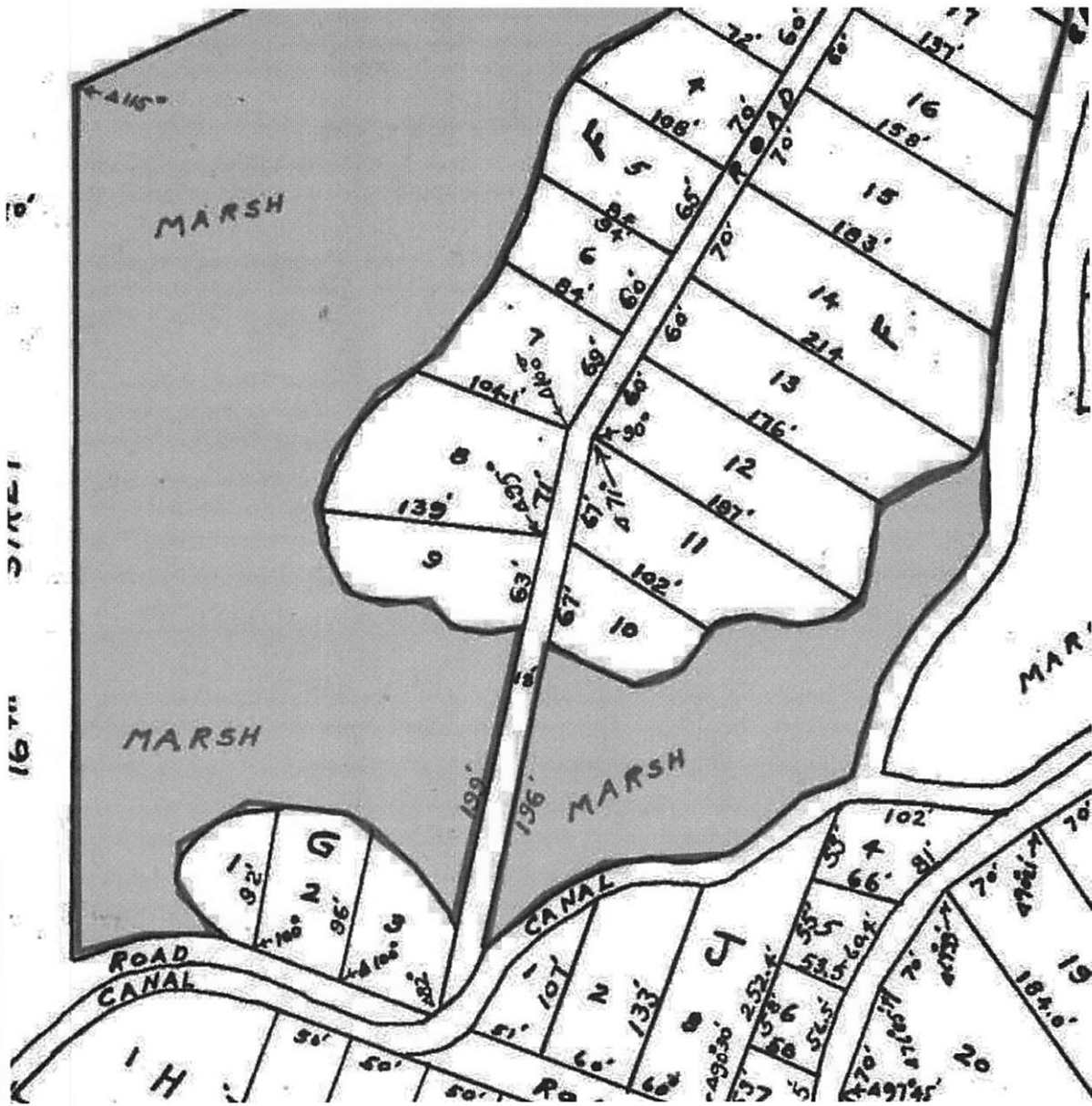
The plat map denotes that the boundaries abut marsh. Especially in the case of the Southeast properties, there is no marsh; it is all high ground.



Along the Southwest and West sides, there is some marsh, but there is high ground between the Property Appraiser's approximated boundary and the actual marsh.



This is a 'County' issue because the "marsh" areas were dedicated to the County in the plat map (the County owns them).



So, where is the actual boundary line?

The Priority of Calls doctrine (like statutory construction, but for legal descriptions) is from the English common law and has been adopted across the United States and Florida. They are as follows (in order of importance):

- 1) Lines actually run in the field and proven from evidence**
- 2) Monuments and/or Boundaries set and called for in the description**
 - A. Natural Monuments**
 - B. Artificial Monuments**
- 3) Adjoiners (if Senior)**
- 4) Courses**
 - A. Bearings then Distances (Metes and Bounds States)**
 - B. Distances then Bearings (GLO States)**
- 5) Recitation of Area**
 - A. May be controlling**
 - B. May be evidentiary**
- 6) Coordinates**

In this instance, the “marsh” is the natural monument designated in the plat map and is thus the call. In other words, the lot lines are supposed to run to the marsh. In areas without actual marsh, presumably the lines were meant to run to the canal bank. This is the opinion of myself and of local surveyor Dale Rowell of Delta Land Surveyors.

For the owners of lots 1 through 13, and lot 18 (the “Impacted Landowners”), the lack of clarity as to the location of the boundary is a huge problem; the Impacted Landowners nor the County can know where the setbacks are, where the Impacted Landowners can build, etc. The Impacted Landowners also have problems getting title insurance (and thus loans against the property) since the insurers and the banks don’t know precisely where the boundaries are.

Recommended Action:	<p>OPTION 1:</p> <p>If the County agrees with my and Mr. Rowell's opinion, then the Impacted Landowners would ask that a new legal description be generated by a surveyor (at the landowners' cost) to reflect that the lot lines run to the canal bank. That legal description would then be input into a quit claim deed from the County to the Impacted Landowners (or into a boundary agreement between the County and the Impacted Landowners). This would clear up the boundary dispute.</p> <p>OPTION 2:</p> <p>Some other agreement to specify the boundary lines is reached between the County and the Impacted Landowners.</p> <p>OPTION 3:</p> <p>Quiet title suits get filed by each of the Impacted Landowners against the County to have the Court make a determination as to where the actual boundary lines are.</p>
Fiscal Impact:	<p>OPTION 1: None OPTION 2: Unknown OPTION 3: Litigation costs</p>
Budgeted Expense:	
Submitted By:	Ray Curtis, Attorney for the Owner of Lot 10
Contact:	<p><u>ray@thecurtislawfirm.com</u> 850-584-5299</p>

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:	
Options:	
Attachments:	

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: EASEMENT TO CITY OF PERRY FOR PROVISION OF GARBAGE SERVICE TO RESIDENTS LOCATED ON O'QUINN ROAD



MEETING DATE REQUESTED: February 21, 2023

Statement of Issue:

Residents living along O'Quinn Road (located within the City limits of the City of Perry) wish to have garbage pickup service provided by the City.

O'Quinn Road is unpaved, and at times, has been in such a state of disrepair as to cause City employees to be unable to drive garbage trucks upon it for risk of damaging said trucks.

The Property Appraiser's Office shows Taylor County as being the owner of record of O'Quinn Road. The Property Appraiser's Office holds that position because of a series of deeds ¹ executed and recorded in 1960 wherein the property owners along O'Quinn Road conveyed a 66 foot wide strip of land containing O'Quinn Road to Taylor County.

Some staff of Taylor County have advised that said deeds were never accepted by Taylor County and are thus ineffective. ²

The landowners along O'Quinn Road disagree.

The City is caught in the middle. The City simply needs the owners (whomever they be) to release the City of any liability associated with provision of garbage service along O'Quinn Road.

Since the ownership dispute described above remains unresolved (either by agreement or by judicial determination), the City seeks to be indemnified by all potential owners of O'Quinn Road.

Thus, the City has proposed entering into an easement agreement with all potential owners (including Taylor County).

¹ Attached hereto.

² <https://www.floridabar.org/the-florida-bar-journal/failure-to-deliver-the-problem-with-pocket-deeds-and-a-review-of-alternatives/>

Recommended Action:	For the BOCC to vote to enter into the attached Non-Exclusive Utility and Service Easement Agreement.
Fiscal Impact:	None
Budgeted Expense:	N/A
Submitted By:	Ray Curtis, City Attorney for the City of Perry, Florida
Contact:	<u>ray@thecurtislawfirm.com</u> 850-584-5299

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:	
Options:	
Attachments:	

OQUINNRD DEEDS FROM 1960s _____ 5

City Easement (O'Quinn Rd TC Only) _____ 12

Warranty Deed

STATUTORY

This Indenture, Made this 14th Day of November, A. D. 19 60 Between
MINNIE ELLISON O'QUINN O'QUINN and ARCH O'QUINN, her husband
of the county of Taylor, State of Florida, parties of the first part, and
TAYLOR COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
whose post office address is Perry, Florida, part y of the second part,

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of
TEN (\$10.00) - - - - - Dollars,
and other good and valuable considerations to them in hand paid by said part y of the second part,
the receipt whereof is hereby acknowledged, ha ve granted, bargained and sold to the said part y of the
second part, its heirs and assigns forever, the following described land, situate, lying and being in the
County of Taylor in the State of Florida, to-wit:

Commencing at the Southeast Corner of the NW¹/₄ of SE¹/₄ of Section 31, Township 4
South, Range 8 East, thence running Northerly along the East boundary line of said
forty 507 feet, for a point of beginning, thence from said beginning point run
Westerly parallel with the South boundary line of said forty 564.65 feet, thence
North 33 feet, thence Easterly parallel with the South boundary line of said forty
564.65 feet, thence South 33 feet, to the point of beginning.



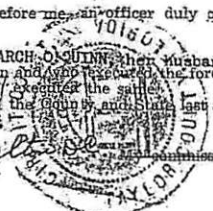
FILED FOR RECORD
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FLA.
NOV 19 3 54 PM 1960
RECORDED IN OFFICIAL
RECORD 22 PAGE 2
F. A. P. NOTARY PUBLIC

and the said parties of the first part do hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and
seal the day and year first above written.
Signed, sealed and delivered in our presence:

Chas. Carlton)
J. A. Parker)
_____)
_____) (Seal)
_____) (Seal)
_____) (Seal)

STATE OF FLORIDA
COUNTY OF TAYLOR
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements,
personally appeared
MINNIE ELLISON O'QUINN O'QUINN and ARCH O'QUINN, her husband
to me known to be the persons described in the foregoing instrument and they
acknowledged before me that they executed the said instrument on the 14th day of
November, A. D. 19 60; and that the said instrument is a true and correct copy of the original
WITNESS my hand and official seal in the County of Taylor, State of Florida, this 18th day of
November, A. D. 19 60.
J. A. Parker Notary Public
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



Warranty Deed

STATUTORY

This Indenture, Made this 14th Day of November, A. D. 19 60 Between
 OPHELIA O'QUINN LOPEZ and NICANOR LOPEZ, JR., her husband
 of the county of _____, State of _____, part _____ of the first part, and
 TAYLOR COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
 whose post office address is _____, part _____ of the second part,
 whose post office address is Perry, Florida

Witnesseth, That the said part _____ of the first part, for and in consideration of the sum of
 TEN (\$10.00) Dollars,
 and other good and valuable considerations to them in hand paid by said part _____ of the second part,
 the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part _____ of the
 second part, its heirs and assigns forever, the following described land, situate, lying and being in the
 County of Taylor in the State of Florida, to-wit:

Commencing at the Southeast Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31,
 Township 4 South, Range 8 East, thence running Northerly along the
 East boundary line of said forty 507 feet, thence Westerly parallel
 with the South boundary line of said forty 319.2 feet for a point of
 beginning; thence from said beginning point run North 33 feet, thence
 Westerly parallel with the South boundary line of said forty 407.5
 feet, thence South 33 feet, thence Easterly 407.5 feet, to the point
 of beginning.

FILED FOR RECORD
 CLERK CIRCUIT COURT
 TAYLOR COUNTY, FLORIDA
 JAN 28 11 40 AM 1961
 RECORDED IN OFFICIAL
 RECORD PAGE 144
 C. RALPH CARLTON, CLERK



and the said part _____ of the first part do hereby fully warrant the title to said land, and will defend
 the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part _____ of the first part have hereunto set their hand and
 seal the day and year first above written.

Signed, sealed and delivered in our presence:

Esther Williams
George H. Sommers
 _____)
 _____)
 _____)

Opelia O'Quinn Lopez (Seal)
Nicanor Lopez Jr (Seal)
 _____ (Seal)
 _____ (Seal)

STATE OF FLORIDA
 COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements,
 personally appeared

OPHELIA O'QUINN LOPEZ and NICANOR LOPEZ, JR., her husband
 to me known to be the person described in and who executed the foregoing instrument and they
 acknowledged before me that _____ executed the same.
 WITNESS my hand and official seal _____ the County and State last aforesaid this _____ day of

[Signature]
 Notary Public
 TAYLOR COUNTY, FLORIDA

My commission expires:

My Commission Expires June 8, 1961

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA
JAN 28 11 47 AM 1961
RECORDED IN OFFICIAL
RECORD PAGE 145
C. RALPH CARLTON, CLERK

Warranty Deed

STATUTORY

This Indenture, Made this 14th Day of November, A. D. 19 60 Between
JIMMIE O'QUINN GIBSON and L. P. GIBSON, her husband
of the county of Taylor, State of Florida, parties of the first part, and
TAYLOR COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
of the county of Taylor, State of Florida, party of the second part,
whose post office address is Perry, Florida

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
Ten (\$10.00) Dollars,
and other good and valuable considerations to them in hand paid by said party of the second part,
the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of
the second part, its heirs and assigns forever, the following described land, situate, lying and being in the
County of Taylor in the State of Florida, to-wit:

Commencing at the Southeast Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31,
Township 4 South, Range 8 East, thence run Northerly along the East
boundary line of said forty 540 feet, thence westerly parallel with the
South boundary line of said forty 369.95 feet, for a point of beginning,
thence from said beginning point run North 33 feet, thence Westerly
parallel with the South boundary line of said forty 880.48 feet to the
Northeastern boundary line of the Old Dixie Highway; thence Southeasterly
along said Highway boundary line 39.82 feet, thence Easterly parallel
with the South boundary line of said forty 866.48 feet, to the point
of beginning.



and the said parties of the first part do hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand and
seal the day and year first above written.
Signed, sealed and delivered in our presence:

W. M. McGee
Elmer S. Shea

L. P. Gibson (Seal)
Jimmie O'Quinn Gibson (Seal)



I, W. M. McGee, Notary Public, State of Florida, County of Taylor,
do hereby certify that on this day before me, an officer duly qualified to take acknowledgements,
personally appeared
JIMMIE O'QUINN GIBSON and L. P. GIBSON, her husband
to me known to be the persons described in and who executed the foregoing instrument and they
acknowledged before me that they executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 20th day of
November, A. D. 19 60.

W. M. McGee
Notary Public, State of Florida
My Commission Expires Feb. 11, 1963
Issued by American Fire & Casualty Co.

My commission expires Feb. 11, 1963

Warranty Deed

STATUTORY

This Indenture, Made this 14th Day of November, A. D. 1960 Between
IRONA O'QUINN O'STEEN and JAMES R. O'STEEN, her husband
of the county of Taylor, State of Florida, parties of the first part, and
TAYLOR COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
of the county of Taylor, in the State of Florida, part of the second part,
whose post office address is Perry, Florida

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
Ten (\$10.00) Dollars,
and other good and valuable considerations to them in hand paid by said party of the second part,
the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the
second part, ITS heirs and assigns forever, the following described land, situate, lying and being in the
County of Taylor, in the State of Florida, to-wit:

Commencing at the Southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31,
Township 4 South, Range 8 East; thence run Northerly along the East
boundary line of said forty 540 feet, thence Easterly parallel with
the South boundary line of said forty 194.7 feet, for a point of
beginning; thence from said beginning point run Northerly parallel
with East boundary line of said forty 33 feet, thence Westerly
parallel with the South boundary line of said forty 564.65 feet,
thence South 33 feet, thence Easterly 564.65 feet, to the point of
beginning.



FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA
JUN 28 11 49 AM 1961
RECORDED IN OFFICIAL
RECORD PAGE 146
C. RALPH CARLTON, CLERK

and the said parties of the first part do hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand and
seal the day and year first above written.

Signed, sealed and delivered in our presence:

Irona O. Steen
Conce Padgett
_____)
_____)

Irona Quinn Osteen (Seal)
James R. O'Steen (Seal)
_____ (Seal)
_____ (Seal)

STATE OF FLORIDA
COUNTY OF TAYLOR
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements,
personally appeared

IRONA O'QUINN O'STEEN and JAMES R. O'STEEN, her husband
to me known to be the persons described in and who executed the foregoing instrument and they
acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of
November, A. D. 1960.

Notary Public
My Commission Expires Sept. 8, 1962
Bonded by American Surety Co. of N.Y.

NOTARY PUBLIC

Warranty Deed

STATUTORY

This Indenture, Made this 19th Day of January, A. D. 1961 Between
 MINNIE ELLISON O'QUINN O'QUINN and ARCH O'QUINN, her husband, _____
 of the county of Taylor, State of Florida, parties of the first part, and
 TAYLOR COUNTY, FLORIDA, a political Subdivision, _____
 of the county of Taylor, in the State of Florida, party of the second part,
 whose post office address is Perry,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
 TEN (\$10.00) _____ Dollars,
 and other good and valuable considerations to them in hand paid by said party of the second part,
 the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the
 second part, its heirs and assigns forever, the following described land, situate, lying and being in the
 County of Taylor in the State of Florida, to-wit:



Commencing at the Southwest corner of the NW 1/4 of SE 1/4
 of Section 31, Township 4 South, Range 8 East, thence
 running Northerly along the West boundary line of said
 forty 507 feet; thence Easterly Parallel with the South
 boundary line 194.7 feet for a point of beginning; Thence
 from said beginning point run North 33 feet; thence Easterly
 Parallel with the South boundary line of said forty 564.65
 feet; thence South 33 feet; thence Westerly 564.45 feet to
 the point of beginning.

FILED FOR RECORD
 CLERK CIRCUIT COURT
 TAYLOR COUNTY, FLORIDA
 JAN 23 3 03 PM 1961
 RECORDED IN OFFICIAL
 RECORD PAGE 53
 D. RALPH CARLTON, CLERK

and the said parties of the first part do hereby fully warrant the title to said land, and will defend
 the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand and
 seal the day and year first above written.
 Signed, sealed and delivered in our presence:

<u>Chas Carlton</u>)	<u>Minnie Ellison O'Quinn</u> (Seal)
<u>Mulle Bondhusen</u>)	<u>Arch O'Quinn</u> (Seal)
_____)	<u>Muk</u> (Seal)
_____)	_____ (Seal)

STATE OF FLORIDA
 COUNTY OF TAYLOR
 I HEREBY CERTIFY that on this day before me, an Officer duly qualified to take acknowledgements,
 personally appeared
 MINNIE ELLISON O'QUINN O'QUINN and ARCH O'QUINN, her husband, _____
 to me known to be the person s described in and who executed the foregoing instrument and they
 acknowledged before me that they executed the same.
 WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of
 January, A. D. 1961.
Chas Carlton
 CLERK OF CIRCUIT COURT, Notary Public
 TAYLOR COUNTY, FLORIDA

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA
JAN 28 11 51 AM 1961
RECORDED IN OFFICIAL
RECORD PAGE 147
C. RALPH CARLTON, CLERK

Warranty Deed

STATUTORY

This Indenture, Made this 27th Day of January, A. D. 1961 Between
SULETIA HENDRY O'QUINN, a widow
of the county of Taylor, State of Florida, part Y of the first part, and
TAYLOR COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
~~of the county of Taylor, State of Florida, part Y of the second part,~~
whose post office address is Perry, Florida, part Y of the second part,

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of
TEN (\$10.00) Dollars,
and other good and valuable considerations to her in hand paid by said part Y of the second part,
the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said part Y of the
second part, its heirs and assigns forever, the following described land, situate, lying and being in the
County of Taylor in the State of Florida, to-wit:

Commencing at the Southeast Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section
31, Township 4 South, Range 8 East, thence running Northerly along the
East boundary line of said forty 507 feet, thence Westerly parallel
with the South boundary line of said forty 1129.3 feet for a point of
beginning, thence from said beginning point run North 33 feet, thence
Westerly parallel with the South boundary line of said forty 513.9
feet, thence South 33 feet, thence Easterly 513.9 feet to the point of
beginning. ALSO: Commencing at the Southeast Corner of the NE $\frac{1}{4}$ of
SW $\frac{1}{4}$ of Section 31, Township 4 South, Range 8 East; thence running
Northerly along the East boundary line of said forty 519 feet, thence
Westerly parallel with the South boundary line of said forty 726.7
feet for a point of beginning, thence from said beginning point run
North 12 feet, thence Westerly parallel with the South boundary line
of said forty 396.4 feet to the Northeastern boundary line of the Old
Dixie Highway right-of-way, thence Southeasterly along said Highway
right-of-way 36.8 feet, thence Easterly parallel with the South
boundary line of said forty 186.4 feet, thence North 12 feet,
thence Easterly 200 feet to the point of beginning.

and the said part Y of the first part do es hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part Y of the first part has hereunto set her hand and
seal the day and year first above written.
Signed, sealed and delivered in our presence:

Collen B. Binney
Mailla Beacham
_____)
_____)
_____)

Suletia Hendry O'Quinn (Seal)
_____ (Seal)
_____ (Seal)
_____ (Seal)

STATE OF FLORIDA
COUNTY OF TAYLOR
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements,
personally appeared
SULETIA HENDRY O'QUINN, a widow
to me known to be the person described in and she executed the foregoing instrument and she
acknowledged before me that she executed the same
WITNESS my hand and official seal in the County and State aforesaid this 27th day of
January, A. D. 1961.

Chas. Carlton
CLERK OF CIRCUIT COURT,
TAYLOR COUNTY, FLORIDA



Warranty Deed

STATUTORY

This Indenture, 'Made this 19th Day of January, A. D. 19 61 Between
RUBYE ELLISON O' QUINN WOODARD and ANDREW WOODARD, her husband,-----
of the county of Taylor, State of Florida, parties of the first part, and
TAYLOR COUNTY, FLORIDA, a political Subdivision,-----
of the county of Taylor, in the State of Florida, part y of the second part,
whose post office address is Perry,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
TEN (\$10.00)----- Dollars,
and other good and valuable considerations to them in hand paid by said part y of the second part,
the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the
second part, its heirs and assigns forever, the following described land, situate, lying and being in the
County of Taylor in the State of Florida, to-wit:

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of
Section 31 Township 4 South Range 8 East, thence run Northerly
along the West boundary line of said forty 540 feet; thence
Easterly parallel with the South boundary line of said forty
194.7 feet for a point of beginning; thence from said beginning
point run North 33 feet thence Easterly parallel with the South
boundary line of said forty 564.65 feet; thence South 33 feet;
thence Westerly 564.65 feet to the point of beginning.



FILED FOR RECORD
OF TAYLOR COUNTY, FLORIDA
TAYLOR COUNTY, FLORIDA
FEB 9 10 32 AM 1961
RECORDED IN OFFICIAL
RECORD PAGE 372
G. RALPH CARLTON, CLERK

and the said parties of the first part do --- hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

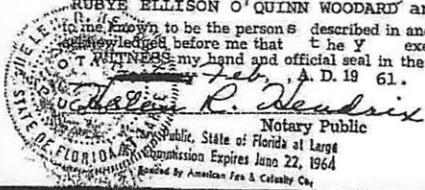
In Witness Whereof, The said parties of the first part have hereunto set their hand and
seal the day and year first above written.
Signed, sealed and delivered in our presence:

James W. Hendrix *Rubye Ellison Quinn Woodard*
Helen R. Hendrix *Andrew Woodard* (Seal)

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF TAYLOR
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements,
personally appeared
RUBYE ELLISON O' QUINN WOODARD and ANDREW WOODARD, her husband,-----
to me known to be the persons described in and who executed the foregoing instrument and they
acknowledged before me that they executed the same.
I, *James W. Hendrix*, Notary Public, State of Florida at Large
do hereby certify my hand and official seal in the County and State last aforesaid this *3rd* day of
Feb., A. D. 19 61.



My commission expires:

This instrument prepared by:
Ray Curtis, FBN: 0043636
THE CURTIS LAW FIRM, P.A.
103 North Jefferson Street
Perry, Florida 32347
Phone: (850) 584-5299
Description furnished by Grantor.
Title to the property described
herein neither examined nor
approved by the preparer.

SPACE ABOVE LINE BLANK FOR RECORDING PURPOSES

NON-EXCLUSIVE UTILITY AND SERVICE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE UTILITY AND SERVICE EASEMENT AGREEMENT ("Agreement") dated as of the date subscribed herein below, by and between:

Grantor | **Taylor County, Florida**¹, a Political Subdivision of the State of Florida, whose address is 108 North Jefferson Street, Perry, FL 32347 (Disputed owner of all Parcels listed herein)

to

Grantee | **THE CITY OF PERRY, FLORIDA**, a Florida corporation, and its successors, (collectively, "Grantee")

And provides the following:

1.Consideration and Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys a non-exclusive easement (the "Easement") to Grantee, for purposes of providing garbage removal service, in, over, and across the real property more particularly described as

All of those properties described in Taylor County Official Records Book 22, Page 2; and Book 23, Pages 53, 144, 145, 146, 147, and 372; all being also described in their cumulative as:

Commencing at the Southeast Corner of the NW ¼ of SE ¼ of Section 31, Township 4 South, Range 8 East, thence run North along the East boundary line of said forty 507 feet, for a Point of Beginning ("POB"). From said POB, run North 66 feet (Point A); thence from Point A, run West, parallel with the

¹ All parties acknowledge and agree that nothing set forth in this agreement obligates either the City of Perry or Taylor County to take any action in relation to the easement area.

South boundary line of said forty, 2,482 feet to the Northeastern boundary line of the Old Dixie Highway right-of-way (Point B); thence from Point B, run Southeasterly along said Highway right-of-way boundary line 76.62 feet to a point (Point C) that is due West of the POB; thence from Point C, run East 2,482 feet to the POB.

2. Easement Created. Grantee and its invitees (collectively, "Permittees"), shall have the full right to provide garbage removal service, in, over, and across the Easement Area, subject to the limitations, and on the terms and conditions, set forth herein.

3. Purpose of Easement. The Easement is granted to Grantee so that Grantee may provide garbage removal service to the Grantors by any reasonable means, including, but not limited to, by driving Grantee's public sanitation garbage trucks upon and across the Easement property.

4. Term of Easement. The Easement shall be perpetual and run with the properties described herein.

5. Restrictions on Use of Easement Area by the Parties.

The Parties:

a. Acknowledge and anticipate that the Easement Area will be utilized by Grantee, its Permittees, and successors for providing garbage removal service; and

b. Agree that Grantor may not construct anything upon or over the Easement Area or otherwise block access to the Easement Area; and

c. Agree that Grantee will NOT be responsible for repairing the surface of the Easement Area if it damages said surface while carrying out garbage removal service.

6. Maintenance of Easement Area. Grantee shall not be required to maintain and keep the improvements, roads, and surfaces located upon the Easement Area in good condition and state of repair.

7. Indemnity. Except as set forth elsewhere herein, Grantor, its successors and assigns, hereby covenants and agrees that it shall indemnify and hold the Grantee and its successors harmless from and against any and all loss, liability, charge, cost or expense arising out of the use of the Easement Area by Grantee or its Permittees, or breach of this Agreement by Grantors or their successors and assigns.

8. Rights of Grantor. Grantor, its successors and assigns, shall have the right to use, and to grant others rights and easements over the Easement Area provided that such use and/or rights do not unreasonably interfere with Grantee's use of the Easement Area for the purposes

provided herein.

9. Running Benefits and Burdens. All easements, covenants, terms, conditions, and provisions of this Agreement shall extend to and be made binding upon the successors and assigns of Grantor and the successors of Grantee as a covenant and restriction running with the land. It is intended that this instrument shall be recorded in the Public Records of Taylor County, Florida, and shall be binding upon the Grantee and Grantor, all successors thereto, and future owners of the Easement Area.

10. Modification. This Agreement may not be terminated, amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by Grantor and Grantee (or their respective successor(s) and/or assign(s)) and recorded in the Public Records of Taylor County, Florida.

11. Governing Law. This instrument shall be construed in accordance with the laws of the state of Florida. By execution of this instrument Grantor acknowledges, and by acceptance of the easement created hereby Grantee acknowledges, that in the event of any dispute arising under this instrument the sole venue for such dispute shall be Taylor County, Florida.

12. Remedies and Enforcement. In the event of failure of Grantor to cure a breach of this Agreement within thirty (30) days following written notice thereof by Grantee, Grantee shall be entitled forthwith to full and adequate relief by all available legal and equitable remedies from the consequences of such breach, including payment of any amounts actually incurred, specific performance and injunctive relief; provided, however, in no event shall the Grantee be entitled to special, exemplary, consequential or punitive damages as a result of such breach by the Grantor. In addition to all other remedies available at law or in equity, the Grantee shall have the right (but not the obligation) to perform such obligation contained in this Agreement on behalf of Grantor and be reimbursed by Grantor upon demand for the reasonable costs thereof (which such demand shall include reasonable supporting documentation) together with interest at the maximum allowable rate. Notwithstanding the foregoing to the contrary, no breach under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement.

13. Authority. Grantor hereby warrants that it has the full power and authority to grant the Easement created by this Agreement.

14. Miscellaneous Matters.

a. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

b. Estoppel Certificates. Grantor and Grantee, within fifteen (15) days of its receipt of a written request from the other party shall from time to time provide the requesting party a certificate binding upon such party stating: (a) to the best of such party's knowledge, whether any

party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to this Agreement as of the date of such certificate.

c. Time of Essence. Time is of the essence under this Agreement.

d. Interpretation. The parties have participated fully in the negotiation and preparation hereof, including review by counsel for each, and accordingly, the parties agree this Agreement shall not be more strictly construed against either party.

e. Waiver of Default. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed nor shall the same constitute a waiver of any subsequent breach or default.

f. No Dedication. This instrument is not intended to and does not dedicate any portion of the Easement Area to the general public nor does this instrument create any rights in favor of the general public. Grantee shall not have the right to dedicate the Easement to the public by plat or any other means.

g. Attorneys' Fees. In the event a party brings suit to enforce any provision of this Agreement against the other party, the prevailing party shall be entitled to recover its costs and expenses (including, without limitation, reasonable attorneys' fees and the costs of services of paralegals, legal assistants and/or law clerks at trial and appellate levels).

h. Notices. All notices required or permitted to be given hereunder shall be in writing and sent by overnight delivery service (such as Federal Express), in which case notice shall be deemed given on the first business day after the date sent, or by personal delivery, in which case notice shall be deemed given on the date received, or by certified mail, in which case notice shall be deemed given three (3) business days after the date sent, or by electronic mail (with copy by overnight delivery service), in which case notice shall be deemed given on the date sent, to the appropriate addresses indicated in the opening paragraph. Upon at least ten (10) days written notice to the other party, each party shall be entitled to change its address and add additional notice parties.

i. Further Assurances. Grantor and Grantee agree to execute any documents or instruments reasonably required by any mortgagee, governmental or quasi-governmental entity to make the agreements set forth herein more effective for the purposes intended, including entering into any utility easements necessary.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement and caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness Name:

Jamie English, Chairperson of the Taylor
County Board of County Commissioners,
on behalf of Taylor County, Florida

Witness Name:

State of _____

County of _____

The foregoing instrument was acknowledged before me on February ____, 2023 by Jamie English, Chairperson of the Taylor County Board of County Commissioners, on behalf of Taylor County, Florida, who is personally known to me or produced a valid _____ driver's license as identification.

[SEAL]

Notary Public

Witness Name:

Shirlie Hampton, Mayor of the City of
Perry Florida

Witness Name:

State of _____

County of _____

The foregoing instrument was acknowledged before me on February _____, 2023 By Shirlie Hampton, Mayor of the City of Perry Florida, who is personally known to me or produced a valid _____ driver's license as identification.



Notary Public

7

The Bishop Law Firm, P.A.

Attorneys at Law

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

January 24, 2023

VIA E-MAIL AND REGULAR MAIL

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

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

Re: Mud Bogging

Dear LaWanda and Gary:

Enclosed please find:

1. A proposed Ordinance repealing the Advertisement Section 10-92.
2. A Notice to go in the newspaper

Please review and if you have a question or correction, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORDINANCE NO. ____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100) TO REPEAL SECTION 10-92 ADVERTISING TO PROVIDE SEVERABILITY AND EFFECTIVE DATE, AND REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, in accordance with Florida Statutes 125 the Florida Legislature granted the Board of County Commissioners to create and administer regulations regarding public events, and

WHEREAS, the County had previously established rules regulating mud bogging events by passing Ordinance 2001-12 (later amended by Ordinance 2004-4 and Ordinance 2021-02). The same being codified as Article 11 § 10-42 through 10-100 of the Taylor County Code, and

WHEREAS, the Board of County Commissioners advertisement and public hearing has found that it is in the best interest of the County to repeal Section 92 of Ordinance 2021-02.

NOW THEREFORE, BE IT ORDAINED BY the Taylor County Board of County Commissioners that:

Section 1. Section 10-92 of Ordinance No. 2021-02 is repealed.

Section 2. Severability - If any word, phrase, clause, section or portion of this Ordinance shall be held Invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date. This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

PASSED AND ADOPTED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

**NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance Amending Ordinance No. 2021-02 (County Code § 10-42 through 10-100) to Repeal Section 10-92 Advertising, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2023, at _____ p.m.. The title of the proposed ordinance is:

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING
ORDINANCE 2021-02 (COUNTY CODE § 10-41 THROUGH 10-100)
TO REPEAL SECTION 10-92 ADVERTISING TO PROVIDE
SEVERABILITY AND EFFECTIVE DATE, AND REPEAL ALL
ORDINANCES IN CONFLICT HEREWITH.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public 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.

DATED this ___ day of _____, 2023, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF CONVEYANCE OF ONE PARCEL AND TEMPORARY CONSTRUCTION EASEMENT FOR ANOTHER PARCEL FROM TAYLOR COUNTY FOR THE REPLACEMENT OF THE WOODS CREEK BRIDGE.



MEETING DATE REQUESTED:

MARCH 6, 2023

Statement of Issue: TO REQUEST FEE SIMPLE CONVEYANCE AND TEMPORARY CONSTRUCTION EASEMENT FOR THE REPLACEMENT OF THE WOODS CREEK BRIDGE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINSTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROPOSES TO CONSTRUCT STATE ROAD NO. 55 (US 221) WOODS CREEK BRIDGE 3 4451471.

FDOT IS REQUESTING PROPERTY CONVEYANCE FOR PARCEL "105.1" WHICH IS 2, 310 SQUARE FEET AND A TEMPORARY CONSTRUCTION EASEMENT FOR PARCEL "705.1" WHICH IS 6,789 SQUARE FEET.

Options:

Attachments: COVER LETTER
PARCEL INFORMATION SHEETS
RIGHT OF WAY MAPS
RESOLUTIONS
CONVEYANCE DOCUMENTS



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 21, 2023

Taylor County
Attention: LaWanda Pemberton, County Administrator
201 East Green Street
Perry, Florida 32347

RE: Item/Segment Number: 4451471
State Road Number: 55 (US 221) Woods Creek Bridge #380009
FAP Number: D222-060-B
County: Taylor
Parcel Number: 105 & 705

Dear Ms. Pemberton:

The Florida Department of Transportation is in the process of acquiring right of way for a bridge replacement at SR No. 55 (US 221) Woods Creek Bridge #380009. The Department is seeking a fee simple and temporary construction easement interest from Taylor County.

Attached are copies of the Parcel Information Sheet, Resolution and Conveyance Document to assist in the conveyance of the interest sought within the project limits.

If you should have any questions or need any further information, please feel free to contact me directly at 386-961-7410 or via email Mindy.Fletcher@dot.state.fl.us. I appreciate your assistance.

Sincerely,

Mindy Fletcher
Right of Way Agent
Florida Department of Transportation
1109 South Marion Avenue, MS 2020
Lake City, FL 32025-5874
Direct: (386) 961-7410
Mindy.Fletcher@dot.state.fl.us

**Parcel Information Sheet
NOT A DEED - INFORMATION PURPOSES ONLY**

T. S. No. N/A
R/W Map Sheet No. 3, 4
Tax Parcel No. N/A

Section No. 38040 SR No. 55 (US 221) Woods Creek Bridge #380009 Taylor County
F.P. No. 4451471

Parcel No. 105

Fee Simple

A Part Of Section 2, Township 4 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

Commence At A 4" Square Concrete Monument With Nail And Disk Stamped PRM 1428 At The S 1/4 Corner Of Section 2, Thence North 88°33'36" East Along The South Line Of Section 2, A Distance Of 1055.90 Feet To The Baseline Of Survey Of State Road 55, Also Known As U.S. 221 (A 100' Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 38040, F.P. No. 4451471); Thence North 17°16'08" West, Along Said Baseline Of Survey Of State Road 55, A Distance Of 1213.63 Feet To An Intersection With The Baseline Of Survey Of Shiloh Cemetery Road (A 55' Width Taylor County Maintained Right Of Way, As Per Florida Department Of Transportation Maintenance Map, Section No. 38040, F.P. No. 4451471); Thence North 72°43'52" East, Along Said Baseline Of Survey Of Shiloh Cemetery Road, A Distance Of 50.00 Feet To The Existing Easterly Right Of Way Line Of State Road 55 And To The **Point Of Beginning**; Thence North 17°16'08" West, Along Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 30.00 Feet To An Intersection With The Existing Northerly Right Of Way Line Of Shiloh Cemetery Road; Thence North 72°43'52" East, Along Said Existing Northerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 42.00 Feet; Thence South 17°16'08" East, Parallel With Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 55.00 Feet To The Existing Southerly Right Of Way Line Of Shiloh Cemetery Road; Thence South 72°43'52" West, Along Said Southerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 42.00 Feet To Said Existing Easterly Right Of Way Line Of State Road 55; Thence North 17°16'08" West, Along Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 25.00 Feet To The **Point Of Beginning**.

Containing 2,310 Square Feet, More Or Less.

Parcel Description Verified By:

Rhonda Roberson

Date: 11/22/2022

**Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT**

Based upon a title search through 00/00/0000;
Updated through 00/00/0000

Homestead Property: Yes No

Marital Status: Married Single Separated Other _____

Owned By: (03-BSD.03) Taylor County

Grantor's Mailing Address: _____

SUBORDINATE INTEREST: N/A

Parcel Information Sheet
NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. N/A
R/W Map Sheet No. 3, 4
Tax Parcel No. N/A

Section No. 38040 SR No. 55 (US 221) Woods Creek Bridge #380009 Taylor County
F.P. No. 4451471

Parcel No. 705

Temporary Construction Easement

A temporary construction easement for the purpose of replacing the existing bridge along SR 55 (US 221) over Woods Creek, to construct a temporary diversion on the east side of SR 55 (US 221), and to harmonize the SR 55 (US 221) roadway with the existing Shiloh Cemetery Road, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on adjacent State Road No. 55 (US 221) Woods Creek Bridge #380009, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

A Part Of Section 2, Township 4 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

Commence At A 4" Square Concrete Monument With Nail And Disk Stamped PRM 1428 At The S 1/4 Corner Of Section 2, Thence North 88°33'36" East Along The South Line Of Section 2, A Distance Of 1055.90 Feet To The Baseline Of Survey Of State Road 55, Also Known As U.S. 221 (A 100' Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 38040, F.P. No. 4451471); Thence North 17°16'08" West, Along Said Baseline Of Survey Of State Road 55, A Distance Of 1213.63 Feet To An Intersection With The Baseline Of Survey Of Shiloh Cemetery Road (A 55' Width Taylor County Maintained Right Of Way, As Per Florida Department Of Transportation Maintenance Map, Section No. 38040, F.P. No. 4451471); Thence North 72°43'52" East, Along Said Baseline Of Survey Of Shiloh Cemetery Road, A Distance Of 92.00 To The **Point Of Beginning**; Thence North 17°16'08" West, Parallel With The Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 30.00 Feet To The Existing Northerly Right Of Way Line Of Shiloh Cemetery Road; Thence North 72°43'52" East, Along Said Existing Northerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 123.44 Feet; Thence South 17°16'08" East, Parallel With Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 55.00 Feet To The Existing Southerly Right Of Way Line Of Shiloh Cemetery Road; Thence South 72°43'52" West, Along Said Existing Southerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 123.44 Feet; Thence North 17°16'08" West, Parallel With Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 25.00 Feet To The **Point Of Beginning**.

Containing 6,789 Square Feet, More Or Less.

THIS EASEMENT shall be for a period of thirty-eight (38) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

Parcel Description Verified By: Rhonda Robinson

Date: 11/22/2022

Title Information
INFORMATION CONTAINED BELOW TO BE VERIFIED BY
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000
Updated through 00/00/0000

Homestead Property: Yes No

Marital Status: Married Single Separated Other _____

Owned By: (08-TE.11) Taylor County

Grantor's Mailing Address: _____

SUBORDINATE INTEREST: N/A

BSD.04-Date: February 21, 2023

This instrument prepared by
or under the direction of:

Print Name: _____

PARCEL NO. 105.1
SECTION NO. 38040
F.P. NO. 4451471
STATE ROAD NO. 55 (US 221) Woods
Creek Bridge #380009
COUNTY OF Taylor

RESOLUTION

ON MOTION of Commissioner _____, seconded
by Commissioner _____, the following Resolution was
adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or
improve State Road No. 55 (US 221) Woods Creek Bridge #380009, Section No. 38040, F.P.
No. 4451471, in Taylor County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Taylor County, Florida, be
acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for County purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said
County to execute and deliver to the State of Florida Department of Transportation a deed, or
deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and
interest that said County has in and to said lands required for transportation purposes, and said
request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor
County, Florida, that the application of the State of Florida Department of Transportation for a deed,
or deeds, is for transportation purposes which is in the public or community interest and for public
welfare and the land needed for transportation purposes is not needed for county purposes; that a

deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Taylor County, Florida, in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be \$_____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

Print Name: _____
Chairperson
Board of County Commissioners
Taylor County, Florida

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Taylor County, Florida, at a meeting held on the _____ day of _____, 20_____.

Print Name: _____
Clerk
Board of County Commissioners
Taylor County, Florida

03-BSD.03-Date: February 21, 2023

T. S. No. N/A
R/W Map Sheet No. 3, 4
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 105.1
SECTION NO. 38040
F.P. NO. 4451471
STATE ROAD NO. 55 (US 221) Woods
Creek Bridge #380009
COUNTY OF Taylor

COUNTY DEED

THIS DEED, made this _____ day of _____, 20_____, by TAYLOR COUNTY, FLORIDA, a political subdivision of the State of Florida, 201 East Green Street, Perry, Florida 32347, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Taylor County, Florida, more particularly described as:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Print Name: _____
Ex-Officio Clerk (or Deputy Clerk)

Taylor County, Florida,
by Its Board of County Commissioners

By: _____

Print Name: _____
Its Chairperson (or Vice-Chairperson)

Exhibit "A"

Section No. 38040 SR No. 55 (US 221) Woods Creek Bridge #380009 Taylor County
F.P. No. 4451471

Parcel No. 105

Fee Simple

A Part Of Section 2, Township 4 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

Commence At A 4" Square Concrete Monument With Nail And Disk Stamped PRM 1428 At The S 1/4 Corner Of Section 2, Thence North 88°33'36" East Along The South Line Of Section 2, A Distance Of 1055.90 Feet To The Baseline Of Survey Of State Road 55, Also Known As U.S. 221 (A 100' Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 38040, F.P. No. 4451471); Thence North 17°16'08" West, Along Said Baseline Of Survey Of State Road 55, A Distance Of 1213.63 Feet To An Intersection With The Baseline Of Survey Of Shiloh Cemetery Road (A 55' Width Taylor County Maintained Right Of Way, As Per Florida Department Of Transportation Maintenance Map, Section No. 38040, F.P. No. 4451471); Thence North 72°43'52" East, Along Said Baseline Of Survey Of Shiloh Cemetery Road, A Distance Of 50.00 Feet To The Existing Easterly Right Of Way Line Of State Road 55 And To The **Point Of Beginning**; Thence North 17°16'08" West, Along Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 30.00 Feet To An Intersection With The Existing Northerly Right Of Way Line Of Shiloh Cemetery Road; Thence North 72°43'52" East, Along Said Existing Northerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 42.00 Feet; Thence South 17°16'08" East, Parallel With Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 55.00 Feet To The Existing Southerly Right Of Way Line Of Shiloh Cemetery Road; Thence South 72°43'52" West, Along Said Southerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 42.00 Feet To Said Existing Easterly Right Of Way Line Of State Road 55; Thence North 17°16'08" West, Along Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 25.00 Feet To The **Point Of Beginning**.

Containing 2,310 Square Feet, More Or Less.

TE.12-Date: February 21, 2023

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 705.1
SECTION NO. 38040
F.P. NO. 4451471
STATE ROAD NO. 55 (US 221) Woods
Creek Bridge #380009
COUNTY OF Taylor

RESOLUTION

ON MOTION of Commissioner _____,
seconded by Commissioner _____, the
following Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or
improve State Road No. 55 (US 221) Woods Creek Bridge #380009, Section No. 38040, F.P. No.
4451471 in Taylor County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Taylor County be used
temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the County; and

WHEREAS, the State of Florida Department of Transportation has made application to said
County to execute and deliver to the State of Florida Department of Transportation a temporary
construction easement, or easements, in favor of the State of Florida Department of
Transportation, for the purpose of replacing the existing bridge along SR 55 (US 221) over
Woods Creek, to construct a temporary diversion on the east side of SR 55 (US 221), and to
harmonize the SR 55 (US 221) roadway with the existing Shiloh Cemetery Road, tying in,
conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility,
driveway, walkway, turnout, and/or other features located on or within the real property
described below, with the construction undertaken by the Department on adjacent State Road

No. 55 (US 221) Woods Creek Bridge #380009, as part of the above-referenced financial project (collectively the "Reconnection Work") , together with related incidental purposes necessary to complete the Reconnection Work, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Taylor County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$_____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

Print Name: _____
Chairperson Board of County
Commissioners
County of Taylor, Florida

STATE OF FLORIDA

COUNTY OF TAYLOR

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Taylor, Florida, at a meeting held on the _____ day of _____, 20_____.

Print Name: _____
Clerk Board of County Commissioners
Taylor County, Florida

08-TE.11-Date: February 21, 2023

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 705.1
SECTION NO. 38040
F.P. NO. 4451471
STATE ROAD NO. 55 (US 221) Woods
Creek Bridge #380009
COUNTY OF Taylor

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20_____,
by and between TAYLOR COUNTY, FLORIDA, a political subdivision of the State of Florida, 201
East Green Street, Perry, Florida 32347, grantor, and the STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its
successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other
valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor
hereby gives, grants, bargains and releases to the grantee, a temporary construction easement
for the purpose of replacing the existing bridge along SR 55 (US 221) over Woods Creek, to
construct a temporary diversion on the east side of SR 55 (US 221), and to harmonize the SR
55 (US 221) roadway with the existing Shiloh Cemetery Road, tying in, conforming,
harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway,
walkway, turnout, and/or other features located on or within the real property described below,
with the construction undertaken by the Department on adjacent State Road No. 55 (US 221)
Woods Creek Bridge #380009, as part of the above-referenced financial project (collectively the
"Reconnection Work"), together with related incidental purposes necessary to complete the
Reconnection Work.

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-eight (38) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Print Name: _____
Ex-Officio Clerk (or Deputy Clerk)

Taylor County, Florida
by Its Board of County Commissioners

By: _____

Print Name: _____
Its Chairperson (or Vice-Chairperson)

Exhibit "A"

Section No. 38040 SR No. 55 (US 221) Woods Creek Bridge #380009 Taylor County
F.P. No. 4451471

Parcel No. 705

Temporary Construction Easement

A Part Of Section 2, Township 4 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

Commence At A 4" Square Concrete Monument With Nail And Disk Stamped PRM 1428 At The S 1/4 Corner Of Section 2, Thence North 88°33'36" East Along The South Line Of Section 2, A Distance Of 1055.90 Feet To The Baseline Of Survey Of State Road 55, Also Known As U.S. 221 (A 100' Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 38040, F.P. No. 4451471); Thence North 17°16'08" West, Along Said Baseline Of Survey Of State Road 55, A Distance Of 1213.63 Feet To An Intersection With The Baseline Of Survey Of Shiloh Cemetery Road (A 55' Width Taylor County Maintained Right Of Way, As Per Florida Department Of Transportation Maintenance Map, Section No. 38040, F.P. No. 4451471); Thence North 72°43'52" East, Along Said Baseline Of Survey Of Shiloh Cemetery Road, A Distance Of 92.00 To The **Point Of Beginning**; Thence North 17°16'08" West, Parallel With The Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 30.00 Feet To The Existing Northerly Right Of Way Line Of Shiloh Cemetery Road; Thence North 72°43'52" East, Along Said Existing Northerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 123.44 Feet; Thence South 17°16'08" East, Parallel With Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 55.00 Feet To The Existing Southerly Right Of Way Line Of Shiloh Cemetery Road; Thence South 72°43'52" West, Along Said Existing Southerly Right Of Way Line Of Shiloh Cemetery Road, A Distance Of 123.44 Feet; Thence North 17°16'08" West, Parallel With Said Existing Easterly Right Of Way Line Of State Road 55, A Distance Of 25.00 Feet To The **Point Of Beginning**.

Containing 6,789 Square Feet, More Or Less.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF AGREEMENT OF SERVICES WITH ASYMETRIC SOLUTIONS FOR THE USE OF PERRY FOLEY AIRPORT.



MEETING DATE REQUESTED:

MARCH 6, 2023

Statement of Issue: TO ALLOW THE USE OF THE CLOSED RUNWAY AND DESIGNATED TAXIWAYS AT THE PERRY-FOLEY AIRPORT FOR TRAINING EXERCISES.

Recommended Action: CONSIDER APPROVAL

Fiscal Impact: \$300 PER 24 HOUR LEASE PERIOD

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ASYMETRIC SOLUTIONS IS REQUESTING THE USE OF AIRPORT PROPERTY TO CONDUCT TRAINING EXERCISES, INCLUDING VEHICLE MOBILITY EXERCISES AND NIGHTTIME/LOW VISIBILITY OPERATIONS.

APPROVAL WILL BE CONTIGENT UPON RECEIPT OF CERTIFICATE OF LIABILITY NAMING THE BOARD OF COUNTY COMMISSIONERS AS ADDITIONAL INSURED.

Options: APPROVE/DO NOT APPROVE

Attachments: DRAFT AGREEMENT

March 6, 2023

Agreement of Services, Access, and Rates for the Perry-Foley Airport, Perry, FL

This Agreement is for the use of the Perry-Foley Airport, 511 Industrial Drive, Perry, FL 32348, and is between ASUSA Professional, LLC (ASUSA), and Perry-Foley Airport.

The period of this Agreement is from _____ through December 30, 2023. This Agreement will be reviewed by December 30, 2023, the Perry-Foley Airport, Perry, FL reserves the right not to renew.

The abandoned runway rate at the Perry Florida airport is \$300 per 24 hour period for Mobility and Military aircraft training.

Responsibility/Liability:

The Perry-Foley Airport assumes no responsibility or liability relative to the use of facilities, services, or materials beyond that which is specifically designated in this Agreement. Perry-Foley Airport requires at least three months or as far in advance as possible notice to ensure airport staff is aware.

Limitations:

Live fire and explosive breaching are expressly prohibited. ASUSA employees, contractors, and students will only be in designated areas determined by Ward Ketring or a representative, Perry-Foley Airport.

Access to Airport includes the following activities:

Vehicle mobility exercises conducted on designated taxiways and the one decommissioned runway, and nighttime/low visibility operations.

Scheduling and Coordination:

Scheduling will be required in order to accommodate the schedule of activities of both organizations. The scheduling and coordination will be conducted by the following representatives:

Perry-Foley Airport
Ward Ketring Airport
Manager
airport@taylorcountygov.com Office
phone: (850) 838-3519
Cell phone: (860) 838-6075

And

ASUSA Professional, LLC
Jared Birmingham
NFSW Director of Operations
Asymmetric Solutions
JaredB@ASUSA1.com
C: (910) 741-9400

ASUSA Professional, LLC will adhere to all compliance requirements set forth by the Department of Defense.

Asymmetric Solutions shall indemnify and hold Perry-Foley Airport, Perry, Florida, and Taylor County, Florida, harmless from any and all injuries or occupancies and name Taylor County as an additional insured on its' general liability policy.

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

The above Agreement will remain on file at both the Perry-Foley Airport offices and ASUSA Professional, LLC.

IN WITNESS of which, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASUSA Professional, LLC

**Taylor County Board of County
Commissioners**

By: _____

By: _____

Name: Keith Waldrop

Name: Jamie English

Title: COO/Owner

Title: Chairperson

Date: _____

Date: _____