

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, MAY 17, 2022  
9:00 A.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. THE APPROVAL OF MINUTES OF APRIL 19, 26 AND MAY 2, 2022.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF PROPOSAL DOCUMENTS AND ADVERTISING FOR LEASING OF 296+/- ACRES OF PROPERTY FOR THE HARVESTING OF SAW PALMETTO BERRIES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
7. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR THE USE OF TWO (2) SOCCER FIELDS FOR A FOUR (4) DAY SOCCER CAMP AT THE GLENN RATLIFF MEMORIAL PARK - TAYLOR COUNTY SPORTS COMPLEX, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO UTILIZE SECONDARY ROAD PAVING FUNDS TO MILL LONNIE WILSON ROAD AND JJ BLUE ROAD, AS AGENDAED BY THE COUNTY ADMINISTRATOR ON BEHALF OF COMMISSIONER FEAGLE.
9. THE BOARD TO CONSIDER APPROVAL OF PROPOSAL DOCUMENTS AND ADVERTISING FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
10. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION TO THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY CDBG-MITIGATION GRANT, FOR THE TAYLOR COUNTY JAIL GENERATOR PROJECT, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO RECEIVE PROPOSALS FOR ROADSIDE RIGHT-OF-WAY MOWING IN TAYLOR COUNTY, FLORIDA, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE AMENDING ORDINANCES 2000-10, 2004-08, 2005-03 AND 2015-01, TO PROVIDE FOR A CHANGE IN THE NUMBER OF DISTRICT COMMISSIONERS ON THE TAYLOR COASTAL WATER & SEWER DISTRICT BOARD, FROM SEVEN (7) TO FIVE (5).

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

13. JOHN DURRETT, STATE ATTORNEY, THIRD JUDICIAL CIRCUIT, TO APPEAR TO DISCUSS PROPOSED LEASE AGREEMENT EXTENSION BETWEEN THE STATE ATTORNEY'S OFFICE AND CONSOLIDATED COMMUNICATIONS.
14. REPRESENTATIVES FROM SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) TO APPEAR TO DISCUSS PROJECT PROPOSAL FOR THE *RESILIENT FLORIDA GRANT PROGRAM*.

COUNTY STAFF ITEMS:

15. THE BOARD TO CONSIDER RE-APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
16. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT, FINANCIAL PROJECT #436767-1-94-23, AND ADOPTION OF AUTHORIZING RESOLUTION FOR THE PERRY-FOLEY AIRPORT DESIGN AND REHAB OF RUNWAY 12-30 LIGHTING AND SIGNAGE PROJECT, AS AGENDAED BY MELODY COX, GRANT WRITER.
17. DAN CASSEL, FIRE CHIEF, TO APPEAR TO PROVIDE UPDATE AND DISCUSS OPTIONS FOR THE FIRE STATION 2 CONSTRUCTION PROJECT.

COUNTY ATTORNEY ITEMS:

- 17-A. THE BOARD TO CONSIDER EXECUTION OF PARTICIPATION AGREEMENT FORM, IN CONNECTION WITH THE WALGREEN'S OPIOID SETTLEMENT AGREEMENT, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

18. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
19. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
20. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

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

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

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



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS AND REQUEST TO ADVERTISE FOR THE LEASING OF 296 +/- ACRES OF PROPERTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.

MEETING DATE REQUESTED:

5/17/2022

**Statement of Issue:** TO SOLICIT PROPOSALS FOR THE LEASING OF COUNTY PROPERTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.

**Recommended Action:** APPROVE

**Fiscal Impact:** TBD

**Budgeted Expense:** N/A

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE BOARD HAS EXPRESSED AN INTEREST IN THE LEASING OF COUNTY PROPERTY LOCATED NEAR HAMPTON SPRINGS PARK FOR THE HARVESTING OF SAW PALMETTO BERRIES. STAFF HAS PREPARED BID DOCUMENTS FOR THE LEASE OF PROPERTY FOR THE UPCOMING SAW PALMETTO BERRY HARVEST. THE PROPOSALS WILL BE BASED UPON A PERCENTAGE PRICE OF HARVESTED BERRIES.

**Options:** APPROVE/NOT APPROVE

**Attachments:** BID DOCUMENTS



## 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 6 Phone  
(850) 838-3501 Fax

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

### NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA. BIDS WILL BE FOR A PERCENTAGE OF THE GROSS SALE OF HARVESTED BERRIES.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00pm**, local time, on **July 1, 2022**. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at **6:00pm** local time, or as soon thereafter as practical, on **July 11, 2022** at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

For additional information and a bid package contact:

LaWanda Pemberton

201 E. Green Street

Perry, FL 32347

(850) 838-3500 Ext 6

[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)

Bid packages may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com)

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

## GENERAL BID INFORMATION

1. Bid documents shall be obtained from LaWanda Pemberton, County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 6 or lpemberton@taylorcountygov.com. Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
2. Bids **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, July 1, 2022.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA."**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on **July 11, 2022 at 6:00 p.m.** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.

13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. For additional information, contact

**LaWanda Pemberton, County Administrator**  
**201 E. Green Street**  
**Perry, FL 32347**  
**850-838-3500 ext. 6**

#### **BIDDER INFORMATION**

1. **Proposal:** The bidder's proposal shall include the percentage the bidder will pay per pound of Saw Palmetto Berries harvested.

**The bidder must lease all 296 ± acres. The acreage will not be divided into parcels.**

2. **Bid Form:** The bidder is required to complete the Bid Form in its entirety.

#### **SCOPE OF WORK**

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

**for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.**

Saw Palmetto Berries are typically harvested during the late summer or early Fall. The berries will persist on the plant for several weeks.

The property can be inspected weekdays by appointment by contacting LaWanda Pemberton at 850-838-3500 ext. 6 or [lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com). Maps can be provided upon request.

Bid will be awarded according to maximum revenue generated for the County.

The method of compensation will be on a per pound basis. Scale tickets or a mutually agreed upon tracking ticket will be used to monitor, track loads and ensure correct payment.

Payment for the crop year will be due by November 30, 2022.

This agreement will be for a period of one (1) year.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of saw palmetto berries.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of Saw Palmetto Berry operations.

The successful bidder will be responsible for the property security related to the preparation and maintenance and the harvest of Saw Palmetto Berries and their employees which have access to the property.

The successful bidder understands that equipment operation and movement will be coordinated with management.

The successful bidder understands that:

- The property will be left in the original condition during and after operations pertaining to this contract.
- All adjoining and interior roads will be kept in good conditions at all times.
- There will be no damage to trees or other resources.
- Wildlife is abundant in these areas and will not be harmed.
- No activities other than specified work are to be performed on this property.
- No debris will be left on site.
- Must provide at a minimum one person fluent in English on-site every day of harvest.
- The County is not responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioners.

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



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PROJECT IDENTIFICATION: **THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.**

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County  
1<sup>st</sup> Floor Courthouse  
108 N. Jefferson Street  
Perry, Florida 32347

### **BID FORM**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 296 ± acres for the harvesting of Saw Palmetto Berries. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
  - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
  - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and

all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

The harvest of palmetto berries may commence after the signing of the contract and will end on October 31, 2022.

Payment for harvest will be due by November 30, 2022.

Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.

6. Communications concerning this Bid shall be addressed to:

LaWanda Pemberton, County Administrator  
201 E. Green Street  
Perry, FL 32347  
(850) 838-3500 ext. 6  
lpemberton@taylorcountygov.com

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

8. **BIDDER AGREES TO LEASE 296 ± ACRES FOR THE HARVEST OF SAW PALMETTO BERRIES FOR THE PERCENTAGE \_\_\_\_\_ OF THE GROSS SALE.** (This **MUST** be filled out by Bidder.)

SUBMITTED on \_\_\_\_\_, 2022

IF BIDDER IS:

AN INDIVIDUAL:

By \_\_\_\_\_ (seal)  
Individual's Name

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Telephone No.: \_\_\_\_\_

A PARTNERSHIP:

By: \_\_\_\_\_ (seal)  
Firm Name

General Partner: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

A CORPORATION:

By: \_\_\_\_\_ (seal)

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_ (seal)

Name of Person Authorized to Sign

(Corporate Seal) \_\_\_\_\_

Title

Attest: \_\_\_\_\_ As Secretary

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date of Qualification To Do Business Is: \_\_\_\_\_



## BID CHECK-LIST

### *Check Items Included*

#### *With Bid:*

- \_\_\_\_\_ 1. Written Bid Quotation.
- \_\_\_\_\_ 2. Certificate of Liability Insurance or Agent Statement as outlined in the  
General Bid Considerations (**MUST BE INCLUDED WITH BID**).
- \_\_\_\_\_ 3. Declaration Page from Workers' Compensation Insurance or Exemption  
Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by  
Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH  
BID SPECIFICATIONS**).
- \_\_\_\_\_ 5. If a Bid Bond is required, it must be submitted with the bid in the  
amount of five percent (5%) of the bid amount.  
If a performance Bond is required, the successful bidder must provide same prior  
to the County accepting the contract.
- \_\_\_\_\_ 6. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).

The Bid Check-List must be included with the submitted bid.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
  
Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and  
  
(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity  
named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime: or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

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

- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,

(Name of individual signing)

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

day of \_\_\_\_\_, \_\_\_\_\_.

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

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



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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## CONTRACT

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2022 between TAYLOR COUNTY, hereinafter called the COUNTY and \_\_\_\_\_ Hereinafter called the CONTRACTOR,

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County, to-wit: bid documents which are part of this contract.

The 296± acres for the harvesting of saw palmetto berries in Taylor County, Florida. The Contractor leases the entire 296± acres. Please see the attached General Bid information.

2. **THE CONTRACT PRICE.** The method of compensation and method of contract price shall be the price obtained on the date of sale of the berries. The Contractor will notify the County Administrator, Ms. LaWanda Pemberton on the date of sale and advise the amount of the sale (gross amount) and will forward \_\_\_\_\_ of the gross sale to the County by check instantner.
3. **CONTRACT TERM.** This contract shall be for a term of ninety (90) days from execution in addition the Contractor shall use the 296± acres for only the harvesting of saw palmetto berries.
  - A. The Contractor is responsible for safe operation of its equipment and the work of any of its employees involved in ground preparation, ground maintenance and the harvesting of the saw palmetto berries.
  - B. The Contractor is responsible for the property security related to the preparation and maintenance of the harvesting of the saw palmetto berries.
  - C. The Contractor shall maintain a list of all personnel, addresses, phone numbers, social security numbers which shall be available to the County.

4. **PRESERVATION OF PROPERTY.** Attached is the legal description of the 296± or an area photograph of same.

The Contractor shall not damage the property, this includes but is not limited to, adjacent property and public and private utilities, in addition:

- A. The property will be left in the original condition during and after the harvesting of the palmetto berries.
- B. All adjoining and interior roads will be kept in good condition at all times.
- C. There will be no damage to trees.
- D. Wildlife will not be harmed or killed.
- E. No debris or garbage will be left on the property.
- F. The Contractor must provide at least one person fluent in English every day of the harvest.
- G. The Contractor is responsible to see that all individuals working for it are legal able to work in this country.
- H. The Contractor is responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

5. **ASSIGNMENT.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

**7. ADDITIONAL PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor, which includes damage to fencing which must be repaired within 24 hours.

**8. HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the county, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the county or any of its officers, agents or employees.

**9. GENERAL LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract, and listing the County as an additional insured. Certificates of such insurance shall be filed with the county prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

**10. PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, and Environmental Protection Agency.

**11. ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

**12. WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide worker's compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. The County will accept a Florida Worker's Compensation exemption certificate with an executed Hold Harmless Release and Indemnity Agreement. The exemption certificate must list all employees of the Contractor.

**13. APPLICABLE LAW AND VENUE:** This Contract shall be governed by the laws of the State of Florida, and venue of any litigation shall be exclusively in Taylor County, Florida.

**14. COMPONENTS PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) This instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**15. AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: \_\_\_\_\_

**16. LITIGATION, ATTORNEY'S FEES.** If any litigation arises out of this Contract, the prevailing party is entitled to attorney's fees and costs.

In Witness Whereof, the parties hereto have caused this instrument to be executed in

\_\_\_\_\_ original counterparts this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
Thomas Demps, Chair Person

BY: \_\_\_\_\_  
Contractor

ATTESTED: \_\_\_\_\_  
Gary Knowles, Clerk

WITNESS: \_\_\_\_\_  
For the Contractor

WITNESS: \_\_\_\_\_  
For the Contractor

- ①  
6016-500 Sec. 7, T5S-R7E 90.29 ac  
Lat. 30.067803  
Lon. -83.66136
- ②  
6014-500 Sec. 6, T5S-R7E 57.82 ac  
Lat. 30.070041  
Lon. -83.658904
- ③  
5990-500 Sec. 5, T5S-7E 39.72 ac  
Lat. 30.070553  
Lon. -83.652489
- ④  
6019-500 Sec. 8, T5S-R7E 60.04 ac  
Lat. 30.065405  
Lon. -83.653719
- ⑤  
5993-000 Sec. 6, T5S-R7E 38.34 ac  
Lat. 30.081714  
Lon. -83.661413
- ⑥  
5993-100 Sec. 6, T5S-R7E 37.30 ac  
Lat. 30.08175  
Lon. -83.656593
- ⑦  
5995-000 Sec. 6, T5S-R7E 1.45 ac  
Lat. 30.079976  
Long. -83.662136

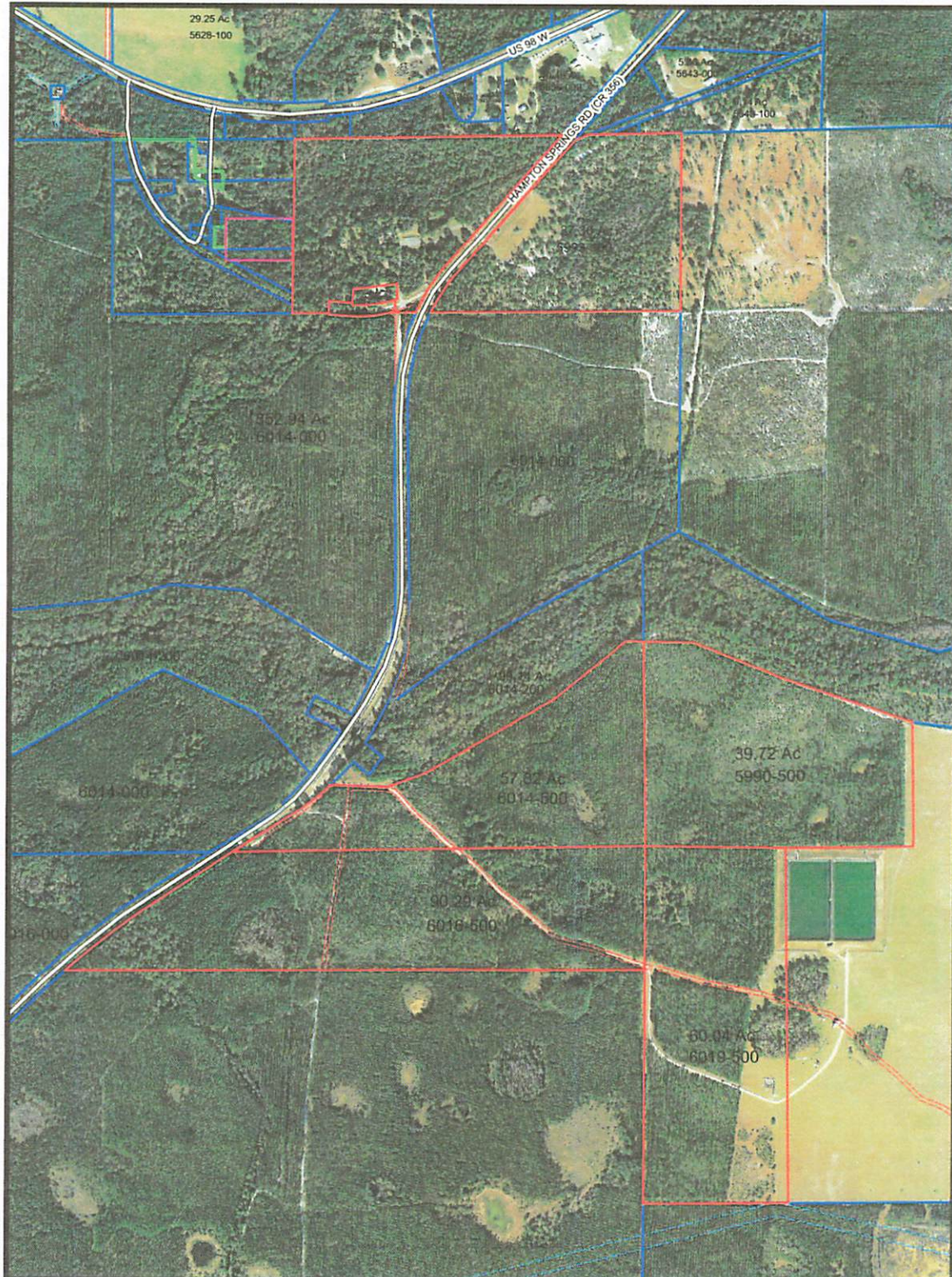




Bruce A. Ratliff  
Taylor County Property Appraiser  
For Assessment Purposes Only

0 700 1,400 2,800  
Feet

NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.





**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR THE USE OF TWO SOCCER FIELDS FOR A 4 DAY SOCCER CAMP AT THE GLENN RATLIFF MEMORIAL PARK-TAYLOR COUNTY SPORTS COMPLEX.**

**MEETING DATE REQUESTED:**

**5/17/2022**

**Statement of Issue: TO ALLOW USE OF TWO FIELDS AND FEE WAIVER FOR SOCCER CAMP.**

**Recommended Action: APPROVE**

**Fiscal Impact: N/A**

**Budgeted Expense: N/A**

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

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: KIDD FAMILY SOCCER IS REQUESTING THE USE OF TWO FIELDS AT THE GLENN RATLIFF MEMORIAL PARK-TAYLOR COUNTY SPORTS COMPLEX TO HOLD A 4 DAY SOCCER SKILLS CAMP FROM JUNE 6<sup>TH</sup> - JUNE 9<sup>TH</sup>. THE CAMP WILL BE LIMITED TO 20 BOYS AND 30 GIRLS.**

**TAYLOR COUNTY WOULD BE RESPONSIBLE FOR LINING THE FIELDS AND CLEAN UP.**

**PROCEEDS FROM THE CAMP WILL BE USED IN PART FOR A DONATION TO THE SCHOOL'S BOYS AND GIRLS SOCCOR PROGRAM.**

**Options: APPROVE/NOT APPROVE**

**Attachments: REQUEST**

April 18, 2022

Taylor County  
Board of County Commissioners  
Attention: Greg Mullins, Director Taylor County Sports Complex

Re: Sports Complex Reservation

Greetings Mr. Mullins:

First, let me thank you for providing the venue for our camp last year's summer Camp. I am writing to request the youth of the sports complex for our camp this summer. This year we are trying to host our camp June 6-9<sup>th</sup> at the sports complex. The camp will consist of 3 morning sessions from 8am-11am and 3 evening sessions from 6:00pm – 9:30pm Monday through Wednesday and 1 additional morning session from 7:00 am - 11:30am Thursday.

Once again Coach Justin Wagar will lead our camp. Coach Wagar is a 2X SWAC Coach of the year and former Head Coach of Grambling State University. He retired this past year in order to provide better care for his sick daughter and moved his family to Utah. Coach Wagar has 20 years of Division 1 coaching experience and also coaches one of the USA Developmental Soccer Teams. This program develops the talent that will eventually play for the USA National Women's Soccer Teams.

Coach Wagar will be flying in from Utah and spending the week here in Taylor County to help provide our girls with instruction and guidance on how to prepare for to play at the college level. Coach Wagar now runs a recruiting service that helps young people connect with college coaches to earn scholarship. He will also talk with them and their parents about recruiting and financing college. The fact that we are getting this level of instruction for our girls is one thing but to have provided in our hometown is HUGE!!! This year I am proud to announce that we will have camps for both Boys and Girls. This year we will host 20 boys and 30 girls in camp.

Last year's camp was a tremendous success. Our middle school girls team finished the season with a record of 8-3-3 and the high school girls 13-5-2. In addition to having winning seasons 4 of the girls on our varsity team were voted to the All-Big Bend Team for soccer. Senior Kinsey Goodman ended up 5<sup>th</sup> in the voting for Big Bend Player of the year and currently has offers to play for Palm Beach Atlantic, Trinity Baptist College, and Rollins College. We are very pleased with the success of our programs, and we are looking forward to continuing this with your help.

Here is a detail of our budget for your review to show how the money that is being raised is spent. I will also attach the liability insurance that I purchased at the request of the county.

Revenue	
55 Roster Spots at \$150 each	\$8,250
<u>Matching Donation Tina and Kevin Kidd</u>	<u>\$750</u>
Total Revenue	\$9,000

Expenses	
Coach Travel Fees (Deposit)	\$500
Coaching Fees	\$4,500
Insurance	\$350
Scholarships (4)	\$300
T-Shirts 60 @ 8.50 each	\$570
Prizes and Incentive	\$380
Total Expense	\$6,500

This conservative budget will allow us to donate \$2,500 to our schools for boys and girls soccer. Last year we donated \$1,000 to the girl's programs and this year we are hoping to more than double that amount. This year we are trying to raise money for new equipment, senior recognition, awards, and our annual banquets. Ultimately, we hope to purchase VEO camera recording system that will allow us to generate high quality highlight reels for our student athletes. If you need character references, please feel free to speak with the following individuals:

Dan Chaney(TCHS)  
 Thomas Demps (TC)  
 Deidra Dannel (TCSB)  
 Brenda Carlton (TCSB)  
 Emily Ketring (BGC)

Stuart Ely(TCHS)  
 Jaime English (TC)  
 Carol Wentworth (TCHS)  
 Mark Wiggins (TCTC)  
 Paul Dyal(Superintendent)

Jeremy Gray (PSA)  
 Bonnie Agner (TCSB)  
 Jeannie Mathis (TCSB)  
 Gary Knowles (TC)

Proceeds are going towards new uniforms for the Middle and High School Girls and Boys Soccer Programs.

Sincerely,



Kevin L. Kidd  
 TCMS Soccer Coach

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF REQUEST TO UTILIZE SECONDARY ROAD PAVING FUNDS FOR MILLING PROJECTS ON LONNIE WILSON ROAD AND JJ BLUE ROAD.

**MEETING DATE REQUESTED:**

5/17/2022

**Statement of Issue:** TO AUTHORIZE DISTRICT 4 SECONDARY ROAD PAVING FUNDS FOR MILLING PROJECTS.

**Recommended Action:** APPROVE

**Fiscal Impact:** ESTIMATED TOTAL FOR BOTH PROJECTS IS \$68,524

**Budgeted Expense:** N/A

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON BEHALF OF COMMISSIONER PAM FEAGLE.

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

COMMISSIONER PAM FEAGLE HAS REQUESTED MILLING TO BE PLACED ON JJ BLUE ROAD AND LONNIE WILSON ROAD, PURSUANT TO THE BOARD APPROVED MILLING POLICY. STAFF HAS ESTIMATED THE COMBINED COSTS TO BE \$68,524 AND COMMISSIONER FEAGLE HAS AGREED TO UTILIZING THE EXPENDITURE FROM SECONDARY ROAD PAVING-DISTRICT 4 FUNDING. THE CURRENT DISTRICT 4 BALANCE IS \$181,037.

**Options:** APPROVE/NOT APPROVE

**Attachments:** ROAD PAVING POLICY  
COST ESTIMATES

## **LONNIE WILSON ROAD**

### **PREP**

1 GRADER 4 DAYS @ \$67.50/HOUR	\$2,700
1 OPERATOR 4 DAYS @\$13.52/HOUR	\$540
1 HELPER 4 DAYS @\$10.50/HOUR	\$420

### **PAVING**

PAVER 1 DAY AT \$5,000	\$5,000
1 WATER TRUCK 2 DAYS @\$640/DAY	\$1,280
1 ROLLER 2 DAYS @ \$22.30 HOUR	\$446
2 OPERATORS 2 DAYS @\$10.50/HOUR	\$420
3 DUMP TRUCKS 1 DAY \$75.70/HOUR	\$2,265
DRIVERS TOTAL	\$398
MILLING 35 LOADS @ \$650/LOAD	\$22,750
CONTINGENY	\$5,000
GRAND TOTAL	\$41,219

## JJ BLUE ROAD

### PREP

1 GRADER 3 DAYS @ \$67.50/HOUR	\$2,025
1 OPERATOR 3 DAYS @\$13.52/HOUR	\$406
1 HELPER 3 DAYS @\$10.50/HOUR	\$315

### PAVING

1 PAVER @\$5,000 DAY	\$5,000
1 WATER TRUCK 2 DAYS @\$640/DAY	\$1,280
1 ROLLER 2 DAYS @ \$22.30 HOUR	\$446
2 OPERATORS 2 DAYS @\$10.50/HOUR	\$420
3 DUMP TRUCKS 1 DAY \$75.70/HOUR	\$2,265
DRIVERS TOTAL	\$398
MILLING 15 LOADS @ \$650/LOAD	\$9,750
CONTINGENCY	\$5,000
GRAND TOTAL	\$27,305





# Taylor County

## Board of County Commissioners'

### Policy Manual

Policy #:	Title:	Effective Date:
6.06	Milling Policy For County Roads	20/11/2013

#### PURPOSE

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The purpose of this policy is to establish the Board's guidelines regarding the use and maintenance of asphalt millings on County Roads.

#### REFERENCE

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- 1) The Board of County Commissioners in the late 1990s experimented with the use of asphalt millings on County Roads rather than paving. This was done largely based upon the cheaper cost of millings and complaints from numerous residents living on lime rock roads regarding the dust.
- 2) Asphalt Milling is suitable for use where there is limited and light vehicle use such as parking areas or driveways. The results are largely dependent upon the quality of the millings, the sub-base preparation, and the volume and weight of traffic.
- 3) Results during the late 1990's, early 2000's in Taylor County were unsuccessful largely due to purchasing millings at the lowest possible price without consideration of the quality of the milling material, the uneven application of milling, the lack of weight restriction and the lack of consideration as to future logging operations utilizing the road.
- 4) This resulted in Milling roads in the county unraveling, premature pot holes and wash boarding across the length of the entire road. This resulted in the roads being extremely rough and many residents requested that the county grind the milling back into the lime rock.
- 5) In 2013, Public Works replaced the Chip and Seal Roads in Strickland Landing Subdivision with a new milling process utilizing a high grade of milling that came of the state interstate road system, preparing the road bed with a roller prior to laying the millings, applying the millings with a road paving machine in order to achieve a uniform base of not less than three (3) inches, re-rolling the road in conjunction with applying water from a water truck. This seems to have produced a far superior result compared with past attempts.



## **POLICY**

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- 1) It is the policy of the Board of County Commissioners that a County Commissioner may consider utilizing the new process of millings on a suitable road in their district if they are willing to use their district road paving funds to pay for the process.
- 2) A Commissioner considering utilizing their district road paving funds to mill a road needs to take in to consideration that it normally takes many years of saving funds to pave with asphalt, is the road suitable (consider heavy trucks, buses, construction, etc...).
- 3)...Common Account funds will not be utilized to help pay for a milling project unless approved by a super majority vote (4-1) of the full board.

## **RESPONSIBLE DEPARTMENT**

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Taylor County Public Works

## **DATE ISSUED/SUNSET DATE**

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**Adopted:**

**Sunset Date: None**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR PROPOSALS FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES.

**MEETING DATE REQUESTED:**

May 17, 2022

**Statement of Issue:**

As part of its long-term care requirements for the Taylor County Closed Landfill, the Board of County Commissioners periodically enters into a contract for mowing and fertilizing the maintained areas of the landfill site. This maintenance activity ensures that a healthy vegetative protective cover will be continue to be available throughout the life of the facility.

**Recommended Action:** The Board should approve advertisement of the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

**Fiscal Impact:** FISCAL YR 2020/21 CONTRACT - \$9,900

**Budgeted Expense:** YES

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The FDEP issued Permit Number 0013295-003-SF that required continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20)-year long-term care period that began on April 11, 1996. Although long-term monitoring ended April 2016, Taylor County continues to maintain the vegetative cover to ensure the longevity of the site. As part of that maintenance, Taylor County contracts mowing and fertilizing the collection and monitoring areas of the landfill property. Although the current contract was available for extension through September 2022, Curb Appeal Services provided notification that labor shortages would prevent them from extending their contract. This Agenda item addresses its replacement.

Staff has prepared the attached request for proposals (RFP) to solicit up to a three-year proposal to mow and fertilize the maintained areas of the landfill property. The term of the proposed contract is a two-year original term with a single year renewal provision. Under the terms of the contract, the Landfill will be mowed on May 1, July 1, August 15 and September 15 of a given year. Fertilizing will occur during May and September mowing cycles.

Staff recommends that the Board approve the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

**Options:**

- 1) Approve the proposed scope of work for advertisement to solicit RFPs.
- 2) Revise the proposed scope of work prior to advertising for RFPs.
- 3) Reject the proposed scope of work, state reasons for denial and discontinue the project.

**Attachments:**

Proposed Request for Proposal package

## **BID DOCUMENTS**

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# **Taylor County Landfill Mowing and Fertilizing**

**Taylor County, Florida  
2022-003-ENG**

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**May 2022**

**Prepared for:**

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

**Prepared by:**

**Taylor County Engineering  
201 East Green St.  
Perry, Florida 32347  
850.838.3500**

JAMIE ENGLISH  
District 1JIM MOODY  
District 2MICHAEL NEWMAN  
District 3PAM FEAGLE  
District 4THOMAS DEMPS  
District 5

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 FaxLAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 FaxCONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for **Taylor County Closed Landfill Mowing and Fertilizing** services.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Taylor County Closed Landfill Mowing and Fertilizing**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than **4:00 P.M.**, local time, on **June 17, 2022**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **9:0x A.M.** local time, or as soon thereafter as practical, on **June 21, 2022**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded on-line at [http://www.taylorcountygov.com/government/county\\_bids/index.php](http://www.taylorcountygov.com/government/county_bids/index.php).

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County Ordinance No. 2003-12. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

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

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

## INSTRUCTIONS TO BIDDERS

### TABLE OF CONTENTS

ARTICLE 1 - DEFINED TERMS.....	1
ARTICLE 2 - COPIES OF BIDDING DOCUMENTS.....	1
ARTICLE 3 - QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE .....	2
ARTICLE 5 - PRE-BID CONFERENCE .....	3
ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS .....	3
ARTICLE 7 - PREPARATION OF BID .....	3
ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS .....	4
ARTICLE 9 - SUBMITTAL OF BID .....	4
ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID.....	5
ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE .....	5
ARTICLE 12 - EVALUATION OF BIDS AND AWARD OF CONTRACT .....	6
ARTICLE 13 - INSURANCE .....	6
ARTICLE 14 - SIGNING OF AGREEMENT .....	7
ARTICLE 15 - CONTRACTS TO BE ASSIGNED .....	7

### ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St, Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Notice of Award, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Contractor Licensing/Registration Information]

[B. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]

## ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

---

4.01 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.02 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## ARTICLE 5 – PRE-BID CONFERENCE

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5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

## ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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6.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

6.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement.

6.03 The Successful Bidder shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

6.04 The Successful Bidder shall not award work to Subcontractor(s) in excess of the limits stated.

6.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

## ARTICLE 7 - PREPARATION OF BID

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7.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

7.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

7.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

7.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

7.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

7.06 A Bid by an individual shall show the Bidder's name and official address.

7.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

7.08 All names shall be typed or printed in ink below the signatures.

7.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

7.10 The address and telephone number for communications regarding the Bid shall be shown.

7.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS

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### 8.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

## ARTICLE 9 - SUBMITTAL OF BID

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9.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Certificates of Liability Insurance or Agency Statement]



- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [E. Non-Collusion Affidavit]
- [F. Valid Business/Contractor Licensing/Registration Information]
- [G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]
- [H. List of Proposed Subcontractors and portion of work provided (Include: Contact Info, Scope of proposed work, Value of work, % of total)]
- [I. List of Proposed Suppliers (Include: Contact Info, List of proposed supplies, Value of supplies, % of total)]
- [J. List of Project References (Include: Project Cost, Description, Owner Contact information, etc.)]

9.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "***Taylor County Closed Landfill Mowing And Fertilizing.***" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

9.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

9.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

9.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID

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10.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

10.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE

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11.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

11.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

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12.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

12.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

12.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

12.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

12.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

12.06 Owner may conduct such investigations as Owner deems necessary to establish the capability, responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

12.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 13 - INSURANCE**

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13.01 All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

- |    |   |                    |
|----|---|--------------------|
| 1. | <i>Workers' Compensation, and related coverages:</i>  |                    |
| a. | <i>State</i>  | <i>Statutory</i>   |
| b. | <i>Applicable Federal (e.g., Longshoreman's)</i>  | <i>Statutory</i>   |
| c. | <i>Employer's Liability</i>   | <i>\$100,000</i>   |
| 2. | <i>General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:</i> |                    |
| a. | <i>General Aggregate</i>  | <i>\$1,000,000</i> |
| b. | <i>Products – Completed Operations Aggregate</i>  | <i>\$1,000,000</i> |
| c. | <i>Personal and Advertising Injury</i>  | <i>\$1,000,000</i> |
| d. | <i>Each Occurrence (Bodily Injury and Property Damage)</i>  | <i>\$1,000,000</i> |
| e. | <i>Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i>   |                    |
| f. | <i>Excess or Umbrella Liability</i>   |                    |
|    | 1) <i>General Aggregate</i>   | <i>\$1,000,000</i> |
|    | 2) <i>Each Occurrence</i>   | <i>\$1,000,000</i> |
| 3. | <i>Automobile Liability:</i>  |                    |
| a. | <i>Bodily Injury:</i>   |                    |
|    | 1) <i>Each person</i>   | <i>\$1,000,000</i> |
|    | 2) <i>Each Accident</i>   | <i>\$1,000,000</i> |
| b. | <i>Property Damage:</i>   |                    |
|    | 1) <i>Each Accident</i>   | <i>\$ 500,000</i>  |
| c. | <i>Combined Single Limit of</i>   | <i>\$1,000,000</i> |
| 4. | <i>The Contractual Liability coverage shall provide coverage for not less than the following amounts:</i>   |                    |
| a. | <i>Bodily Injury:</i>   |                    |
|    | 1) <i>Each Accident</i>   | <i>\$1,000,000</i> |
|    | 2) <i>Annual Aggregate</i>  | <i>\$1,000,000</i> |
| b. | <i>Property Damage:</i>   |                    |
|    | 1) <i>Each Accident</i>   | <i>\$1,000,000</i> |
|    | 2) <i>Annual Aggregate</i>  | <i>\$1,000,000</i> |

## ARTICLE 14 - SIGNING OF AGREEMENT

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14.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 15 - CONTRACTS TO BE ASSIGNED

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15.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and/or special services for Taylor County Closed Landfill Mowing And Fertilizing. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in

the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

15.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

## TECHNICAL SPECIFICATIONS

### I. SUMMARY

The work shall consist of furnishing all labor and equipment required to cut and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos), and water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and water retention basins shall also be mowed and fertilized to the limits indicated.

### II. GENERAL CONDITIONS

1. The Bidder must make a personal inspection of the entire site prior to the submittal of his/her bid to verify dimensions and conditions. The Taylor County Engineering Department will be available to visit the site with any, and all, bidders upon request. Please call (850) 838-3500, Ext. 104 to arrange an appointment for a site visit. Failure to inspect site will not serve as just cause for changes due to unknown conditions.
2. The Bidder's proposal shall include the total cost of all necessary labor, materials and equipment required to accomplish this project, within the time specified and at the price stated in the bid proposal. Omission of any excluded cost will not serve as justification for a future change order request.
3. All requests for payment shall be reviewed for approval upon receipt of an original invoice on company letterhead. Faxed invoices will not be accepted. All work must be inspected for satisfactory completion prior to processing requests for payment. Any work or portion of the work found to be unsatisfactory and not meeting the terms of the agreement will be noted for correction within 10 days of the date the work was due to be completed. Work found to be unsatisfactory more than once per cycle may serve as grounds for termination of the agreement.
4. The Taylor County Finance Department will only process invoices two (2) times per month. Invoices must be submitted to Finance on or before the Monday of the week prior to the upcoming Board of County Commissioners meetings.
5. An Application for Payment with Engineer's recommendations will be presented to the County for consideration at one of the bi-monthly meetings. If the County finds the Application for Payment acceptable, the recommended amount less any reduction determined necessary by the Board will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.
6. The Bidder's proposal shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
7. The County will provide Project Representative Services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays.
8. The authorized representative shall be given no less than 48 hours prior notice of the actual starting time and date of each mowing/trimming operation and fertilizing.
9. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Kenneth Dudley, County Engineer  
Gary Wambolt, Environmental Services  
Hank Evans, Public Works Director  
LaWanda Pemberton, County Administrator

10. The Contract awarded as a result of this solicitation shall run from June 21, 2022, through September 30, 2023. Such contract may be extended at the County's option one additional year, through September 30, 2024.

### III. PROJECT SPECIFICATIONS

1. The work shall consist of furnishing all labor, equipment and supplies required to cut and fertilize all grassed areas depicted on the attached drawing, including the three closed landfill cells, (Class I/III, Liquid, and Asbestos), as shown including tops of the cells, slopes of cells, and storm water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and storm water retention basins shall be mowed and fertilized to the designated limits. (See attached drawing.)
2. The tops of the cells contain a liner below the surfaces. Therefore, the Contractor must not use any equipment that will damage the finished grade of the tops of these cells. Any damage caused to the cells, gas vents, or the liners under the surface of the tops of the cells will be repaired at the Contractor's expense.
3. No open fire or smoking will be allowed on or around the cells containing the gas vents.
4. The Contractor shall use caution when mowing or fertilizing so as not to damage any areas due to excessive ground wetness and/or standing water. Contractor shall notify the Engineering Department when such conditions exist such that the work may be rescheduled. No additional cost will be allowed for rescheduling.
5. All mowed areas shall be completed to a cut height of no greater than 4 inches. The area to be mowed/trimmed is approximately 22.89 acres.
6. The Contractor shall use a plastic-string weed-eater when trimming along the filter-point mats in the storm water swales and around all gas vents on the tops of the Class I/III and Liquid cells to protect the structures from damage by mowing equipment used during the grass cutting. To avoid potential damage, Contractor shall maintain a 24" riding equipment/tractor clear zone around each gas vent.
7. The Contractor shall use a broadcast spreader to distribute a 10-10-10 (Nitrogen-Phosphorous-Potassium) pellet fertilizer at a rate of 250 lb/acre during the May mowing cycle and a 5-10-15 pellet fertilizer at a rate of 200 lb/acre during the September mowing cycle. Contractor shall submit proposed fertilizer for approval prior to application and must provide product purchase information (sales receipt indicating amount and type of fertilizer purchased) and one package label to the Engineering Department with invoicing after completing these cycles as proof of proper material and usage. Non-homogenous fertilizer is acceptable.
8. Non-grassed retention pond bottoms, concrete filter point mats and limerock roadways shall not be included in the fertilizing operation. All other areas shall be fertilized at the specified rates. The area to be fertilized is approximately 21.61 acres.
9. The Contractor shall mow and trim the entire designated area within 10 days of the dates listed below:  
  
Year 1: June 30, July 15, August 15, and September 15, 2022  
Year 2: May 1, July 1, August 15, and September 15, 2023  
Year 3: May 1, July 1, August 15, and September 15, 2024; if renewed

However, the County reserves the right to increase the number of cutting cycles to as many as six (6) per year. Any additional cuttings will be as directed, in writing, by the County.

### IV. JOB SITE CONDITIONS

1. Contractor shall be responsible for cleaning and removing any trash left by the Contractor at the job site at the conclusion of each mowing/fertilizing cycle and upon request of a County representative based on accumulated debris. Contractor is responsible for a clean job-site upon completion.

**BID FORM****Taylor County Closed Landfill Mowing And Fertilizing****2016-017-ENG****TABLE OF ARTICLES**

<b><u>Article</u></b>	<b><u>Article No.</u></b>
ARTICLE 1 – BID RECIPIENT .....	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS .....	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS .....	1
ARTICLE 4 – FURTHER REPRESENTATIONS .....	2
ARTICLE 5 – BASIS OF BID .....	2
ARTICLE 6 – TIME OF COMPLETION .....	3
ARTICLE 7 – ATTACHMENTS TO THIS BID .....	3
ARTICLE 8 – DEFINED TERMS .....	4
ARTICLE 9 – BID SUBMITTAL .....	4

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

***Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 – BASIS OF BID**

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):



**MOWING / TRIMMING**

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (6/30/22, 5/1/23&24)	22.89	\$ _____	\$ _____
2	Cycle 2 Mowing/Trimming (July 1)	22.89	\$ _____	\$ _____
3	Cycle 3 Mowing/Trimming (August 15)	22.89	\$ _____	\$ _____
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$ _____	\$ _____
5	<b>Total Annual Cost</b>			\$ _____
6	Extra Cycle – Mowing/Trimming	22.89	\$ _____	\$ _____

**FERTILIZING**

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (6/30/22, May 1, 2023 & 2024 w/10-10-10)	21.61	\$ _____	\$ _____
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$ _____	\$ _____
3	<b>Total Annual Cost</b>			\$ _____

**EXTRA CYCLE MOWING/TRIMMING:** Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates specified or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Bidder accepts that the Term of this project will be from June 21, 2022, through September 30, 2023. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Certificate of Liability Insurance or Agency Statement
  - B. Declaration Page from Workers' Compensation Insurance or Exemption Issued by the State of Florida
  - C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Affidavit of Non-Collusion
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information
- H. List of Proposed Subcontractors and portion of work provided (Include: Contact Info, Scope of proposed work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: Contact Info, List of proposed supplies, Value of supplies, % of total)
- J. List of Project References (Include: Project Cost, Description, Owner Contact information, etc.)

## ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any remaining terms not identified will have the have the meanings stated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*.

## ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

*Taylor County Closed Landfill Mowing and Fertilizing  
Taylor County, Florida*

***Taylor County Closed Landfill Mowing and Fertilizing Contract:*** The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

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

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

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

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

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

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

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

DONE AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS:

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

\_\_\_\_\_

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

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

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Accepted by Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
WitnessBy: \_\_\_\_\_  
Signature\_\_\_\_\_  
Witness\_\_\_\_\_  
Print Name and Title

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
(STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners

(Owner) and \_\_\_\_\_

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced seperately as specified on the Bid Proposal.*

**ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been designed by:

Taylor County Engineering  
201 East Green St.  
Perry, FL 32347  
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

Taylor County Engineering  
201 East Green Street  
Perry, FL 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 - CONTRACT TIMES

##### 4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be ready for final payment within 10 days of the day(s) specified within the contract documents.

##### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time(s) specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 The Term of this project will be from June 21, 2022, through September 30, 2023. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

#### ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum (excluding extra mowing cycles) of:

	(\$ <u>      </u> )
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

#### ARTICLE 6 - PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and

6.02.A.2 below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

### 6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

## ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) per annum.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 5, inclusive).
3. General Conditions.
4. Scope of Work.
6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: Taylor County Closed Landfill Mowing And Fertilizing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
8. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - c. .
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Order(s). 1
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Termination**

A. Either party, upon thirty (30) days written notice hereunder, may terminate services under this Contract in the event of substantial failure by the other party. In the event of any termination, the Contractor shall be paid for services performed prior to such date of the notice of termination. Notwithstanding anything herein to the Contract, either party shall have the right and without cause to terminate this Contract by giving the other party sixty (60) days notice of such termination. Upon such termination, the Contractor shall be paid for all services performed prior to the date of such termination.

**10.06 Other Provisions**

A. Venue for all disputes arising from this contract shall be Taylor County, Florida.

**IN WITNESS WHEREOF**, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

*[COUNTY SEAL]*

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

**CONTRACTOR:**

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

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

*[CORPORATE SEAL]*

Attest: \_\_\_\_\_

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

Address for giving notices:

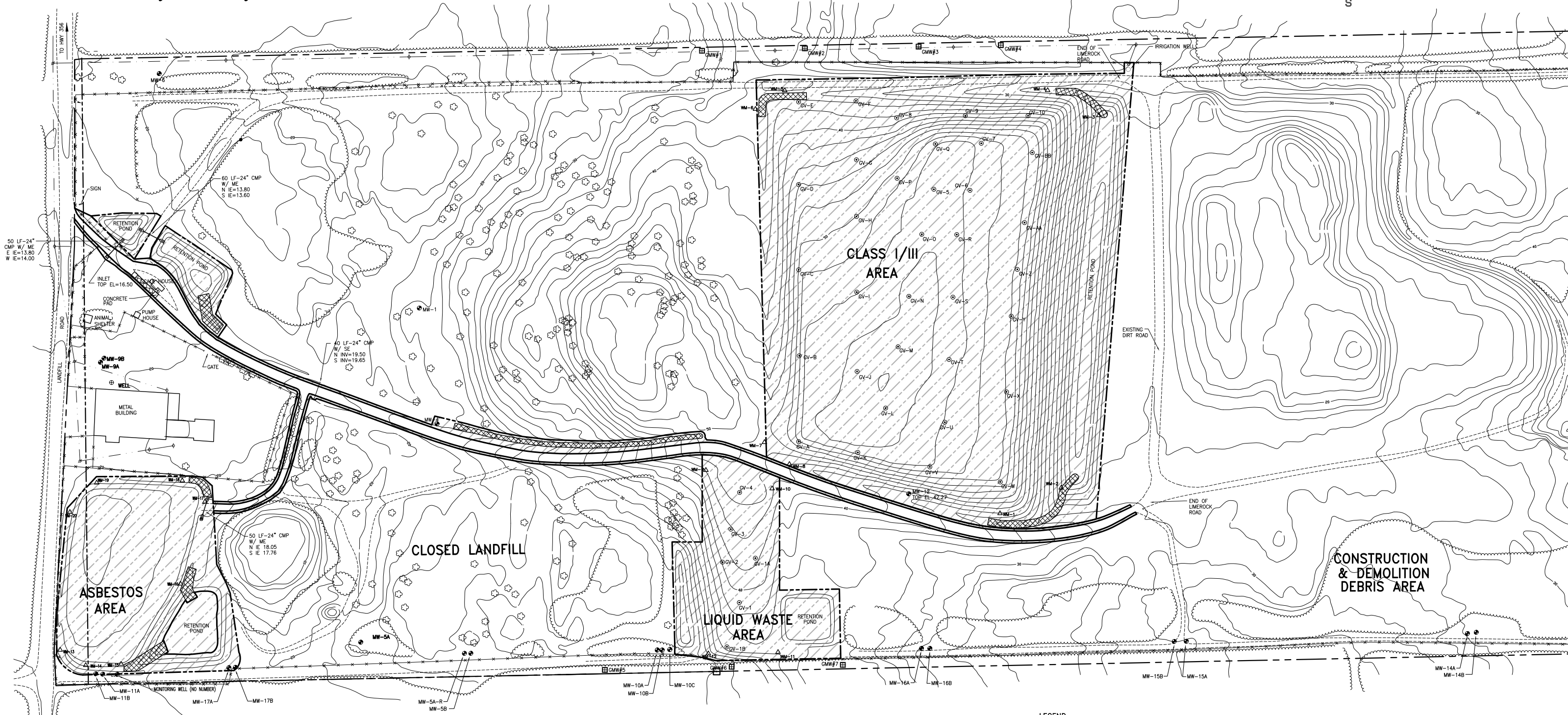
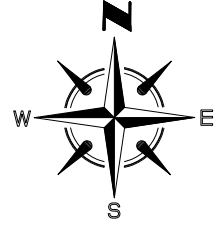
License No.: \_\_\_\_\_

(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

TAYLOR COUNTY LANDFILL  
MOWING AND FERTILIZER LIMITS  
Sections 22 & 23  
Township 5 South, Range 6 East  
Taylor County, Florida



MOWING AND FERTILIZER AREAS

1: SWMF =	0.60 ACRES
2. ROAD SIDES =	0.97 ACRES
3. ASBESTOS AREAS =	3.26 ACRES
4. LIQUID CELL =	2.35 ACRES
5. CLASS 1/III CELL =	15.72 ACRES
TOTAL	22.89 ACRES

OMIT FPM FROM FERTILIZER = 1.28 ACRES

**LEGEND**

—15—	EXISTING CONTOUR	AB	SPOT ELEVATION	MD	MITERED ENDWALL (ME)
⊙	EXISTING GROUND WATER MONITORING WELL	—	APPROXIMATE EXISTING TREE LINE	—	STRAIGHT ENDWALL (SE)
GMW#1	GAS MONITORING WELL	RP	HORIZONTAL CONTROL POINT	—	HIGH POINT
—x—x—x—	EXISTING FENCE	RP	RETENTION POND	—	GAS VENT TRENCH
—	PROPERTY LINE	FO	FINAL COVER	—	EXISTING ROAD
—	LIMITS OF FINAL COVER	FPM	FILTER POINT MAT	—	POWER POLES
▨	FILTER POINT MAT	GEO	GEOMEMBRANE	—	OVERHEAD POWERLINE
		⊙	EXISTING GAS VENT		
		■	CONCRETE MONUMENT		
		△	WASTE MARKERS		
		□	CATCH INLET		

SCALE 1" = 200'



# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

### **SUBJECT/TITLE:**



**Board to review and approve Request for Release of Funds and Certification for the State of Florida Department of Economic Opportunity CDBG-Mitigation Grant for the Taylor County Jail Generator Project.**

### **MEETING DATE REQUESTED:**

**April 4, 2022**

**Statement of Issue:** Board to review and approve Request for Release of Funds and Certification for the State of Florida Department of Economic Opportunity CDBG-Mitigation Grant for the Taylor County Jail Generator Project.

**Recommended Action:** Approve Request for Release of Funds and Certification.

**Fiscal Impact:** The County has been awarded \$289,300.00 in CDBG-MIT (Community Development Block Grant – Mitigation) funding for mitigation efforts to harden the Taylor County Jail against power loss due to natural or manmade disaster(s). There is no match required for this grant.

**Budgeted Expense:** A budget will be prepared when the Environmental Assessment is completed and funds are released.

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

**Contact:** Jami Evans

## **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Request for Release of Funds and Certification is the final step for the Environmental Review Record to be submitted to FDEO for review and approval and is a requirement of the Florida Department of Economic Opportunity CDBG-Mitigation Grant.

**Attachments:** Request for Release of Funds and Certification.

# Request for Release of Funds and Certification

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) CDBG-MIT	2. HUD/State Identification Number 10179	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity Taylor County Board of County Commissioners 201 E. Green St. Perry, FL 32347	
6. For information about this request, contact (name & phone number) Jami Evans, Planning Department, 201 East Green St. Perry FL 32347	7. Name and address of recipient (if different than responsible entity) same as above	
8. HUD or State Agency and office unit to receive request Florida Department of Economic Opportunity Office of Long-Term Resiliency 107 E Madison St, Tallahassee, FL 32399		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Taylor County Jail Generator Project	10. Location (Street address, city, county, State) 589 U.S. 27, Perry, Florida, 32347
--	--

## 11. Program Activity/Project Description

Taylor County Jail is a critical facility in desperate need of "hardening" with a new dependable generator system to ensure the resilience and full operation of the facility in the event of a power outage. Taylor County is a rural, fiscally constrained County, is designated as one of economic concern, a Rural Area of Opportunity (RAO), and is a Rural Economic Development Initiative (REDI) area. The County is a designated STATE MID area. The new generator system will mitigate the risks of the jail being without power and will ensure for the continuity of operation of a critical facility that is imperative that it remains secure in all situations and weather conditions. In addition to the care of 184 inmates (capacity), the jail houses 33 employees of the Sheriff's Department. Taylor County Jail is located in Perry, the only incorporated City in the County and the County seat. There are no other County law enforcement or jail facilities. A 1,250 gallon fuel tank will be included in the installation ensuring sufficient availability of diesel fuel.

**Part 2. Environmental Certification (to be completed by responsible entity)**

**With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:**

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Chairman of the Board of County Commissioners

Date signed

May 17, 2022

Address of Certifying Officer

Taylor County Board of County Commissioners  
201 E. Green St. Perry, FL 32347

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

N/A

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

13

*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

May 5, 2022

VIA E-MAIL

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

Re: Lease for the State Attorney's Office

Dear LaWanda:

This will confirm our telephone conversation of 5/4/22.

Enclosed please find a copy of what Hon. John Durrett our State Attorney sent me.

Mr. Durrett will be calling you to get on the agenda.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

## **LEASE AGREEMENT EXTENSION**

This Lease Agreement Extension (hereinafter "Lease Extension") is entered into on the last date signed ("Effective Date"), by and between the Lessor: **Consolidated Communications of Florida Company** (hereinafter the "Landlord"), and the Lessee: **State Attorney's Office, Third Judicial Circuit of Florida** (hereinafter referred to collectively as the "Tenant"), are jointly, severally and individually bound by, and liable under the terms and conditions of this Lease Extension.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

**1. PREVIOUS LEASE:** Landlord and Tenant entered a Landlord-Tenant relationship by virtue of a previously executed Lease Agreement, dated December 1, 2016, as subsequently amended from time to time (hereinafter referred to collectively as the "Lease Agreement"), and incorporated herein by reference thereto and acknowledgement hereto. Terms of said Lease Agreement commenced on the 1st day of December, 2016 and will expire on the 30<sup>th</sup> day of November, 2022.

**2. EXTENSION TERM OF LEASE:** Landlord and Tenant hereby extend and continue the term and duration of the above described Lease Agreement, and incorporate herein by reference all terms and conditions of said Lease Agreement. Said Lease Agreement shall continue and extend for an additional three year term, commencing on the 1<sup>st</sup> day of December, 2022, and expire on the 30<sup>th</sup> day of November, 2025 unless renewed or extended pursuant to the conditions set forth in said Lease Agreement.

**3. ANNUAL RENT:** Annual rent during the term of the Lease Extension shall be \$18,961.80 per year payable in equal monthly installments in advance of \$1,580.15 per month on the first day of each month during the Lease Extension.

**4. OTHER REVISIONS:** All other terms and conditions agreed to under the Lease Agreement shall remain in full in full force and effect.

**IN WITNESS WHEREOF**, the Landlord and Tenant have each caused this Lease Extension to be signed and delivered by their respective duly authorized representatives, all as of the Effective Date.

**State Attorney's Office, Third  
Judicial Circuit of Florida**

**Consolidated Communications of  
Florida Company**

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

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

Print Name: \_\_\_\_\_

Print Name: Eric Dunmire

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

Title: Senior Director - Facilities

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

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

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") is entered into this 13<sup>th</sup> day of December, 2016, (the "Effective Date") by and among: the 3<sup>rd</sup> Judicial Circuit State Attorney's Office ("State Attorney's Office") and Taylor County, Florida ("Taylor County").

#### **RECITALS:**

**WHEREAS**, the 3<sup>RD</sup> Judicial Circuit State Attorney's Office desires to lease a space located at 115 W. Drew Street, Perry, Florida 32347 from GTC, Inc. d/b/a FairPoint Communications ("FairPoint") for the use as an office.

**WHEREAS**, the terms and conditions of the arrangement have been agreed to by both the State Attorney's Office and Taylor County.

**WHEREAS**, the Taylor County Board of Commissioners voted and unanimously approved the lease between FairPoint and the State Attorney's Office as well as the terms and conditions contained herein between the State Attorney's Office and Taylor County.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration from and to each other party, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

#### **TERMS**

1. The initial term of the lease between FairPoint and the State Attorney's Office is for a duration of three (3) years. The initial term will begin on December 1, 2016 and continue until November 30, 2019. At the end of the initial term, the lease may be extended for up to three (3) additional years in year to year increments.
2. During the initial term, rent will be \$1,300.00 per month. Rent can be paid by the State Attorney's Office; however, Taylor County is responsible for reimbursing the State Attorney's Office by the 15<sup>th</sup> of every month. Should the State Attorney's Office and Taylor County so choose to renew the lease at the end of the initial three (3) year period, the rent per month will increase by five-percent (5%).
3. Taylor County is responsible for the payment of electrical services. The electric bill may not be sent the State Attorney's Office for payment. It must be forwarded directly to Taylor County for payment.



4. Taylor County is responsible for the payment of custodial services. Custodial services may be chosen at Taylor County's discretion; however, the custodial services must be provided by an individual(s) who have passed a criminal background check, including fingerprint screening.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date written below.

On behalf of 3<sup>rd</sup> Judicial Circuit State  
Attorney's Office

Signature 

Name: Jeffrey A. Siegmeister

Title: State Attorney

Date: November 18, 2016

On behalf of Taylor County

Signature 

Name: Pam Feagle

Title: Chairman

Date: 12/13/2016

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



REPRESENTATIVE FROM SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT TO DISCUSS RESILIENT  
FLORIDA GRANT PROGRAM PROJECT PROPOSAL.

MEETING DATE REQUESTED:

5/17/2022

**Statement of Issue:** TO CONSIDER REQUEST TO SUBMIT GRANT PROPOSAL  
ON BEHALF OF TAYLOR COUNTY.

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON  
BEHALF OF SUWANNEE RIVER WATER MANAGEMENT  
DISTRICT.

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** SUWANNEE RIVER WATER MANAGEMENT IS  
REQUESTING BOARD APPROVAL TO SUBMIT A RESILIENT FLORIDA GRANT  
PROJECT PROPOSAL ON BEHALF OF TAYLOR, DIXIE, LEVY AND JEFFERSON  
COUNTIES IN ORDER TO CONDUCT A VULNERABILITY ASSESSMENT. DIXIE  
COUNTY HAS BEEN AWARDED A GRANT FOR THIS STUDY AND HAS AGREED TO  
EXPAND THEIR SCOPE OF WORK AND INCLUDE SURROUNDING COUNTIES IN  
THEIR GRANT REQUEST.

**Options:** APPROVE/NOT APPROVE

**Attachments:** MATERIALS PROVIDED BY SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT.

## LaWanda Pemberton

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**From:** Kemp, Michelle <Michelle.Kemp@srwmd.org>  
**Sent:** Monday, May 9, 2022 1:26 PM  
**To:** LaWanda Pemberton  
**Subject:** FW: Resilient Florida Grant Program project proposal - coastal counties

Hi LaWanda,

I am going to send you some prior emails regarding the project planning for this grant. Below was the quick outline of what this grant will cover.

**Michelle Kemp**  
OPS Administrative Assistant  
Office of Agriculture and Environmental Projects  
Suwannee River Water Management District  
9225 CR 49, Live Oak, FL 32060  
386.362.1001  
386.362.0434 (Direct Dial)  
[www.MySuwanneeRiver.com](http://www.MySuwanneeRiver.com)



**From:** Kemp, Michelle  
**Sent:** Wednesday, March 30, 2022 3:04 PM  
**To:** martha.mccaskill@dixie.fl.gov; johnmacdonald@levydisaster.com; john.louk@taylorsheriff.org; paula.carroll@jcso-fl.org  
**Cc:** assistantmanager@dixie.fl.gov; duane.cannon@dixie.fl.gov; building.official@dixie.fl.goc; grants@levycounty.org; Marshall, Leroy <Leroy.Marshall@srwmd.org>; Radcliff, Lorna <Lorna.Radcliff@srwmd.org>  
**Subject:** Resilient Florida Grant Program project proposal - coastal counties

Good afternoon,

Thank you for taking time to speak with me today. As we discussed, we are putting together a TEAMS meeting within the next two months to explain the various project objectives and outcomes. This project is critical to creating more accurate interactive coastal flood vulnerability maps and analysis tools that will include the effects of accelerating SLR and the increase of extreme precipitation events. This will enable your counties and cities to develop better adaptation and resilience plans using up to date scientific data.

We will be sending out an email poll to determine a good date and time for the meeting.

I look forward to working with you all.

Thank you,

**Michelle Kemp**  
OPS Administrative Assistant  
Office of Agriculture and Environmental Projects

Suwannee River Water Management District  
9225 CR 49, Live Oak, FL 32060  
386.362.1001  
386.362.0434 (Direct Dial)  
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All E-mail sent to and from this address may be public records. The Suwannee River Water Management District does not allow use of the District E-mail system and other equipment for non-business related purposes.



# Resilient Florida 2022 Summary

## Goals

The Resilient Florida Grant Program aims to expand the use of adaptation planning across the state by providing grant funding to local governments who have not yet performed a flooding and sea level rise vulnerability assessment.

- **Performing a community-wide vulnerability assessment is the first step to initiate the adaptation planning process.** A vulnerability assessment allows a community to identify their most at-risk areas and assets and develop adaptation strategies to address those risks.

## Upcoming Opportunities Fiscal Year 2022-23

The program will be accepting proposals for planning projects and regional resilience entities between **May 1 and May 31**

- Communities who have yet to perform a vulnerability assessment will be prioritized for funding. To ensure that the statutory standards are clear, the program will provide guidance documents which will contain a standardized scope of work for reference.
- For more information on our recommended process for Adaptation Planning, please refer to the [Florida Adaptation Planning Guidebook](#).

## Statewide Flooding and Sea Level Rise Resilience Plan

Once a local government has conducted a vulnerability assessment, they are eligible to apply for implementation grant funding in the Statewide Flooding and Sea Level Rise Resilience Plan.

- The program will be accepting proposals for implementation projects between **July 1 through Sept. 1** to be included in the submittal due to the governor and the legislature on **Dec. 1, 2022**. Visit <https://protectingfloridatogether.gov/> for the link to apply on July 1.

## How to get engaged

The Program will be hosting **three** online webinars to provide key information and answer questions to assist communities with the application process. The webinars will be held on the following dates. You can request the link to join by emailing [Resilience@FloridaDEP.gov](mailto:Resilience@FloridaDEP.gov) please specify the date(s) you'd like to attend.

**Session 1: Focus on Planning** – Monday April 18, 2022 from 1 to 2 p.m. EDT.

**Session 2: Planning and Implementation** – Monday May 9, 2022 from 10 to 11 a.m. EDT.

**Session 3: Focus on Implementation** – Thursday June 16, 2022 from 1 to 2 p.m. EDT.

For more information about the Resilient Florida Program, please see the [program website](#). A few helpful pages are the [Rulemaking Page](#), the [Grants page](#), and the RF [Resources Page](#) which includes links to third party sites. You can also [subscribe to our GovDelivery](#) for program updates, announcements, and notifications when applications are being accepted.



## RESILIENT FLORIDA

### CALL FOR PROJECT PROPOSAL WORKSHEET

The Florida Department of Environmental Protection is seeking project proposals for use of FY 21-22 Water Protection Funds to be distributed as grants to governmental entities for the Resilient Florida Grant Program. Please submit your project proposal using this portal. DEP will accept and review proposals through August 31, 2021, for viable grant projects awards. Additional information may be required, as necessary, pursuant to the criteria in s. 380.093, F.S. You will receive notice on how to submit further information, if this next step is deemed necessary by the Department.

#### Project Details

**Entity/Sponsor Name:** Suwannee River Water Management District (SRWMD)

**Project Title:** Development & Application of a Vulnerability Analysis Tool in the SRWMD

**Short Project Description:**

*Please provide a concise summary of the work to be done, including why the project is necessary.*

The Suwannee River Water Management District (District) includes all or a portion of four coastal counties (Jefferson, Levy, Dixie, and Taylor) and 11 inland counties. These coastal counties have a total of 2,852 square miles of land surface, and have an estimated population in 2018 of 56,823 people. Within the coastal counties, are several coastal communities (Cedar Key, Suwannee, Horseshoe Beach, Butler Island, Steinhatchee, Dekle Beach and Fish Creek), that are subject to increasing coastal flood vulnerability due to accelerating sea level rise and extreme precipitation events. The District and FEMA, have developed coastal and inland flood maps. These maps, however, do not include the effects of SLR or more intense future storms and rainfalls, hence, the need for the FEMA flood maps to be supplemented to include the missing factors to enable local counties

**Project Outcomes:**

*Please provide a list of outcomes that will result from this project.*

1. Development of the projected coastal flood maps of the District region for 2040, 2070, and 2100. Interactive maps will be added to the SRWMD flood mapper tool.
2. The ACCEPT (Advanced Climate Coastal and Environment Prediction Tool) GeoTool and manual for communities to use for planning.
3. Residential structure damage/loss map for 2040, 2070, and 2100.
4. Identification of Adaption Actions Areas in low lying areas.
5. Facilitating the formation of a SRWMD Regional Coastal Resilience Compact.
6. Possibly increase the CRS scores of the Counties and Communities that participate in CRS program.
7. Identification of flood vulnerability to critical assets, infrastructure, cultural and natural

**Has a Vulnerability Assessment been performed for this area previously?**

*Vulnerability Assessments identify or address risks of flooding and sea level rise. It consists of measuring the impact of sea level rise and identifying the people, infrastructure, and land use that may be affected.*

☐ Yes

☒ No

**If yes, please provide details on the Vulnerability Assessment performed and how this project was identified as a result.**

N/A

**Project Type**

☐ **Comprehensive Plan amendments and necessary analyses for complying with “Peril of Flood” statute (Sec. 163.3178(2)(f) F.S.) for communities with a Coastal Management Element in their comprehensive plan.**

*If yes, please provide a short description of what steps your county/municipality has taken thus far towards compliance with the Peril of Flood Statute (Sec. 163.3178(2)(f) F.S.):*

☒ **Vulnerability assessments, other than that necessary for compliance with Peril of Flood, that identify or address risks of flooding and sea level rise.**

*If yes, what area of the county/municipality will the Vulnerability Assessment cover?*

☒ *Vulnerability assessment will encompass entire county/municipality*

☐ *Vulnerability assessment will cover portions of the county/municipality*

☐ **Development of adaptation/resilience plans, projects, and policies that allow for preparation for threats from flooding and sea level rise.**

*If yes, please provide a brief description of previously completed or ongoing Vulnerability Assessments, plans, and policies, and how the proposed project will build on those.*

☐ **Projects to adapt critical assets to the effects of flooding and sea level rise.**

*If yes, please provide a short description of how the project will facilitate adaptation to flooding and sea level rise and what critical assets that will include:*

☐ **Projects that mitigate the risks of flooding or sea level rise.**

*If yes, please provide a short description of how the project will address the risks posed by flooding and/or sea level rise.*



## Contact Information

<b>Name:</b> Leroy Marshall, P.E., PMP, CFM	<b>Street Address:</b> 9225 County Road 49	
<b>City:</b> Live Oak	<b>State:</b> Florida	<b>Zip:</b> 32060
<b>Phone:</b> 386.647.3124	<b>Email:</b> leroy.marshall@srwmd.org	

## Funding Requests

<b>Project Type:</b> <input checked="" type="radio"/> <b>New Project</b> <input type="radio"/> <b>New Phase</b> <i>If new phase, please provide the existing project name, funding amount (grant and match, if applicable), and DEP agreement number(s).</i> N/A	
<b>Anticipated Grant Funds Needed:</b> \$ 779,622.00	<b>Source of Match Funds:</b> SRWMD
<b>Local Funds and/or Match Commitment:</b> \$ 95,216.00	<b>Total Project Cost:</b> \$ 874,838.00
<b>Multi-Year Funding Breakdown:</b> <i>If the project is expected to be completed in phases over more than one [1] year, please describe annual grant funds needed for each year and the phase with which those funds would be associated.</i> Year 1 - \$371,154 - District match : staff time estimated at \$3,000 Year 2 - \$374,802 - District match : staff time estimated at \$3,000 Year 3 - \$33,666 - District match : staff time estimated at \$3,000 and University of Florida map/tool enhancements cost share estimated at \$86, 216 (funds provided by SRWMD to the University of Florida)	
<b>Cost Effectiveness:</b> <i>Please describe how this project accomplishes its benefits in a way that achieves benefits in an affordable, efficient, and effective manner.</i> By awarding this grant, the seven listed and numerous not listed outcomes from this project will be achieved at a cost of \$273.35/square mile of grant awarded money. Having this tool and the information it provides will lay the foundation to save thousands of dollars in flood damage claims in the future and make critical infrastructure aware of any issues far enough in advance that mitigation or relocation can be planned to avoid catastrophic losses.	

## Proposed Project Readiness to Proceed

<b>Proposed Start Date:</b> <i>For construction projects, list proposed construction start and end dates.</i>		<b>Proposed End Date:</b> 	
1/1/2022		1/1/2025	
<b>Is this project already permitted?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A		<b>Is this project already designed?</b> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
<b>Please list the plans and resources in place to make this project a success.</b> <i>Identify the parties responsible for operating and maintaining the proposed project, and affirmatively state whether there is a legal or other commitment to do so.</i> <p>This project will not produce a deliverable that will require a design or plans. The resources in place to make this project a success are staff that will be involved from University of Florida and the Suwannee River Water Management District as well as information and documentation provided by the District, such as FEMA flood maps and models, permitting data, LiDAR, groundwater and surface water elevations.</p>			

## Additional Information

<b>Will the project provide benefit to, or be located within, a state-designated financially disadvantaged community?</b> <i>This may impact eligibility. Please consider carefully and check all that apply. For additional information please see section 288.0656, F.S., section 218.67(1), F. S., the rural area of opportunity map, and the fiscally constrained county map.</i>	
<input checked="" type="radio"/> Yes, a rural area of opportunity pursuant to 288.0656, F.S. <input type="radio"/> Yes, a fiscally constrained county, pursuant to 218.67(1), F. S. <input type="radio"/> Yes, another designation by state <input type="radio"/> No or Not Applicable	
<b>Is there a public outreach component to the project?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No	
<b>Enter the County or Counties in which the project is located.</b> All of Taylor and Dixie counties and parts of Jefferson and Levy Counties.	

**Project Category:**

*Please select this project's purpose and impact among the following categories, with 1 being the primary purpose. You may select up to 3 categories as applicable.*

- |                      |   |
|----------------------|---|
| 1. Primary Purpose   | <input type="checkbox"/> Coral Reef Protection, Response, or Restoration                    |
| 2. Secondary Purpose | <input type="checkbox"/> Elevation of public structures                                     |
| 3. Tertiary Purpose  | <input type="checkbox"/> Flood control works  |
|                      | <input type="checkbox"/> Implementation of an Adaptation Plan                               |
|                      | <input type="checkbox"/> Natural and Nature-Based Features for Erosion/Flood Control (NNBF) |
|                      | <input type="checkbox"/> Outreach and Education   |
|                      | <input type="checkbox"/> Peril of Flood   |
|                      | <input type="checkbox"/> Resiliency Implementation  |
|                      | <input checked="" type="checkbox"/> Resiliency Planning                                     |
|                      | <input type="checkbox"/> Restoration Planning   |
|                      | <input checked="" type="checkbox"/> Vulnerability Assessment                                |
|                      | <input checked="" type="checkbox"/> Adaptation Plan   |
|                      | <input type="checkbox"/> Conservation   |
|                      | <input type="checkbox"/> Other  |

**How to Submit**

Please visit the Resilient Florida portal at  
<https://protectingfloridatogether.gov/state-action/resilient-grant/form>  
to submit your proposal.

**Development and Application of a  
Vulnerability Analysis Tool **ACCEPT**  
(Advanced Climate Coastal and Environment Prediction Tool)  
for the Northern Nature Coast Region  
Proposal for the Resilient Florida Grant Program**

**Science:** Peter Sheng, Vladimir Paramygin, Justin Davis (UF-ESSIE)

**Coordination:** Leroy Marshall (SRWMD)

**Outreach:** Savanna Barry (UF-FSG)

**Grant Administration:** Dixie County

May 2, 2022

# VA Requirements per 380.093(3) (2021 F.S. Title XXVIII)

## Resilient Florida Grant Program

### The depth of flooding:

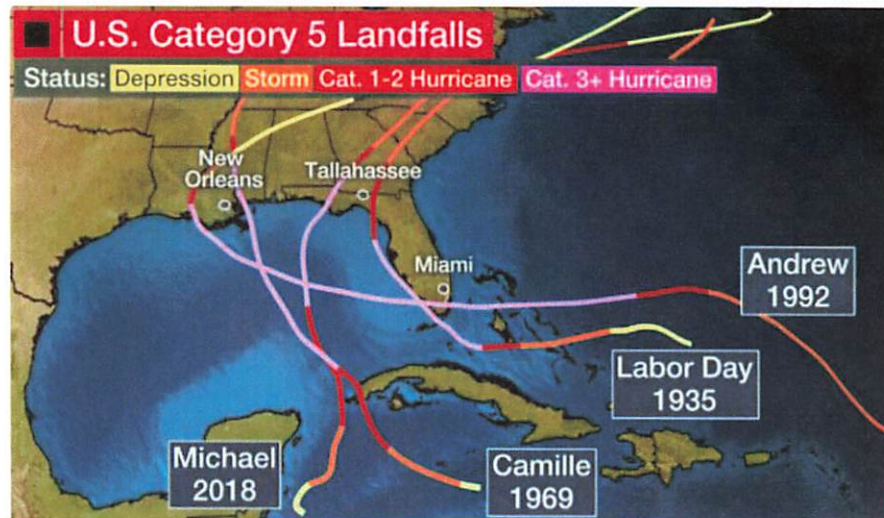
- a. **Tidal flooding**, including **future high tide flooding**, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.
- b. **Current and future storm surge flooding** using publicly available National Oceanic and Atmospheric Administration or Federal Emergency Management Agency storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
- c. To the extent practicable, **rainfall-induced flooding** using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions.
- d. To the extent practicable, **compound flooding** or the combination of tidal, storm surge, and rainfall-induced flooding.





## Northern Nature Coast

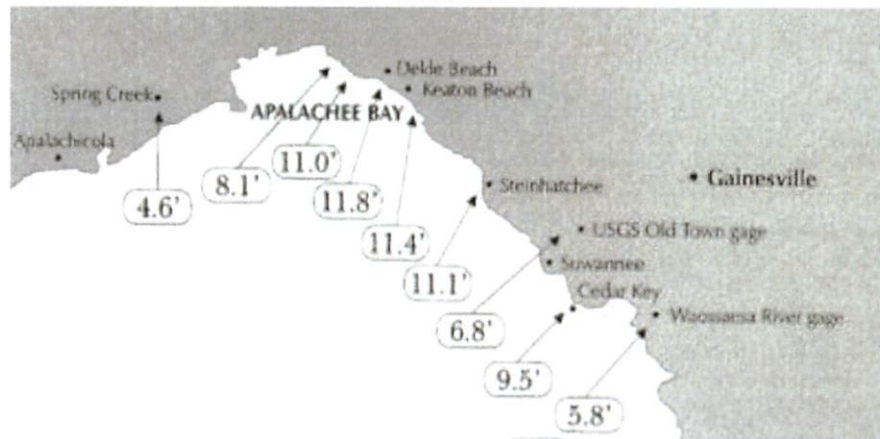
- **Coastal counties:**  
Dixie, Levy, Taylor, Jefferson
- **County Seats:**  
Cross City, Bronson, Perry, Monticello
- **Coastal communities:**  
Cedar Key, Suwannee, Butler Island, Horseshoe Beach, Steinhatchee, Fish Creek, Dekle Beach
- **Critical Asset:**  
Residential Structures, Schools, Hospitals, Fire Stations, Transportation System, Emergency Shelter, Evacuation Routes, Stormwater System, Wastewater System
- **Rivers:** Steinhatchee, Suwannee
- **Natural Systems:**  
LSRNWR, CKNWR, Big Bend WMA



Cat-5 Hurricanes



Hurricane Hermine (2016)

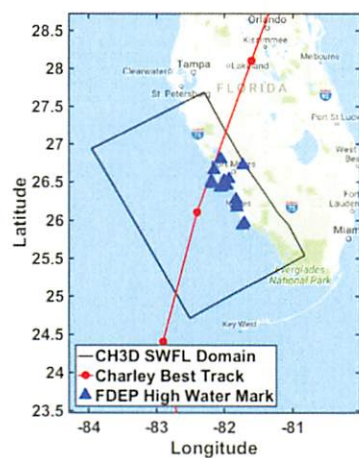
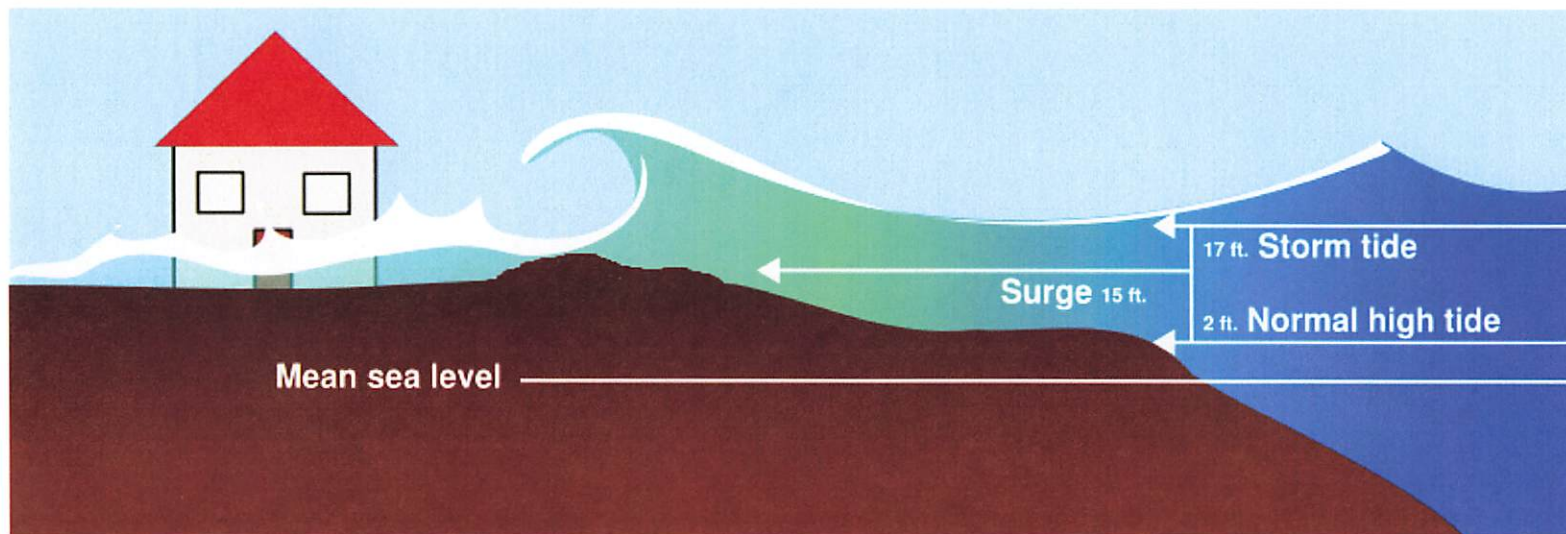


Storm of the Century (1993)

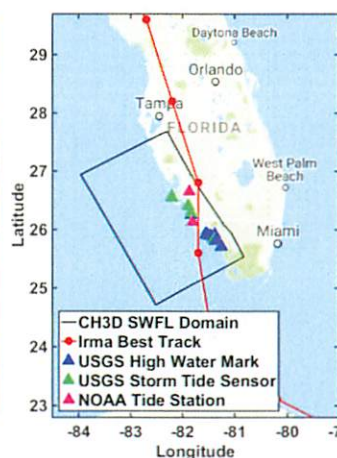


Hurricane Elsa (2021)

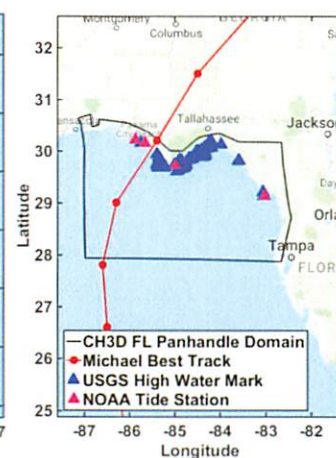




Charley (2004)



Irma (2017)

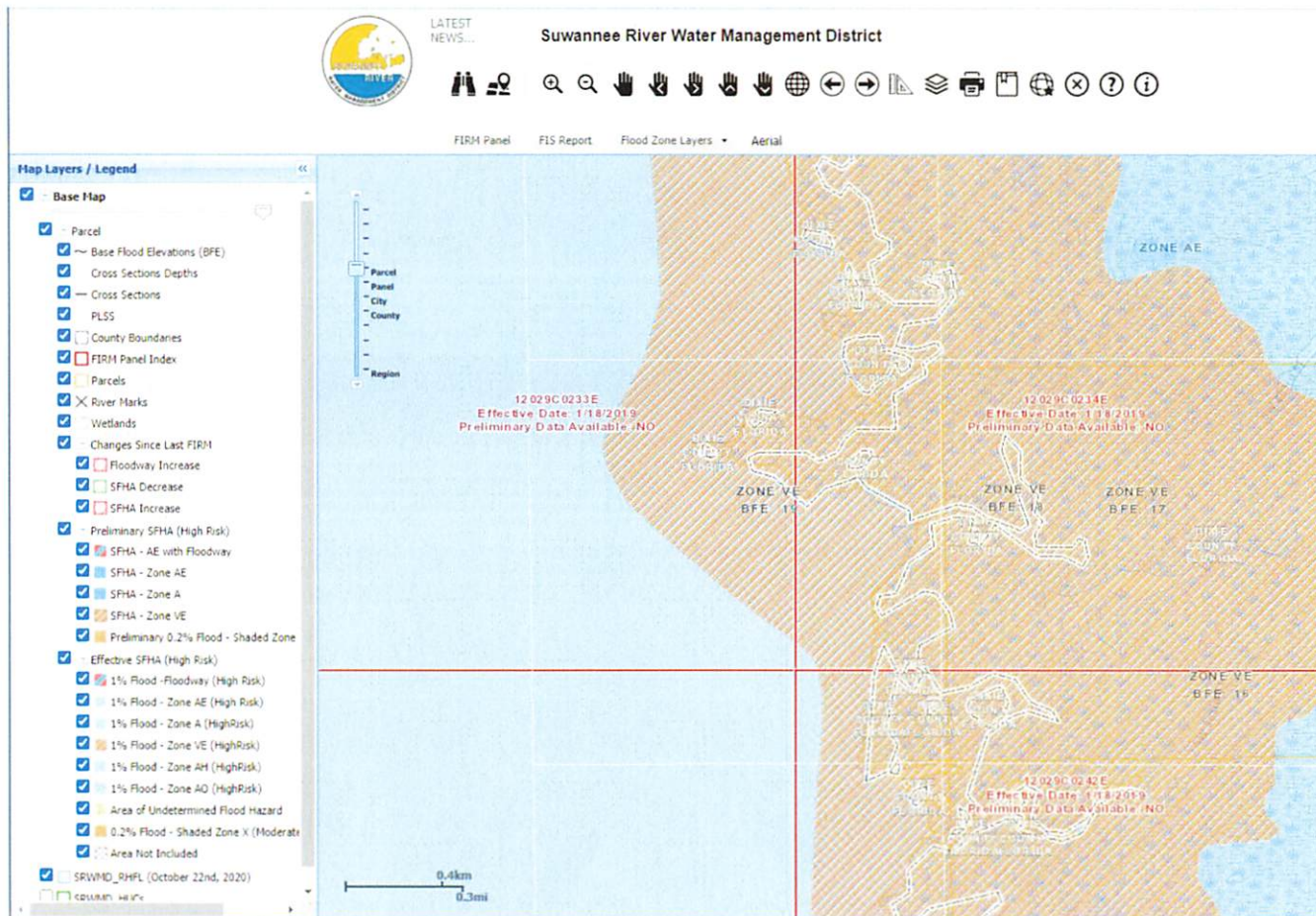


Michael (2018)



# Flood Mapping System of the SRWMD SRWMD FLOODREPORT

(<https://www.srwmdfloodreport.com>)

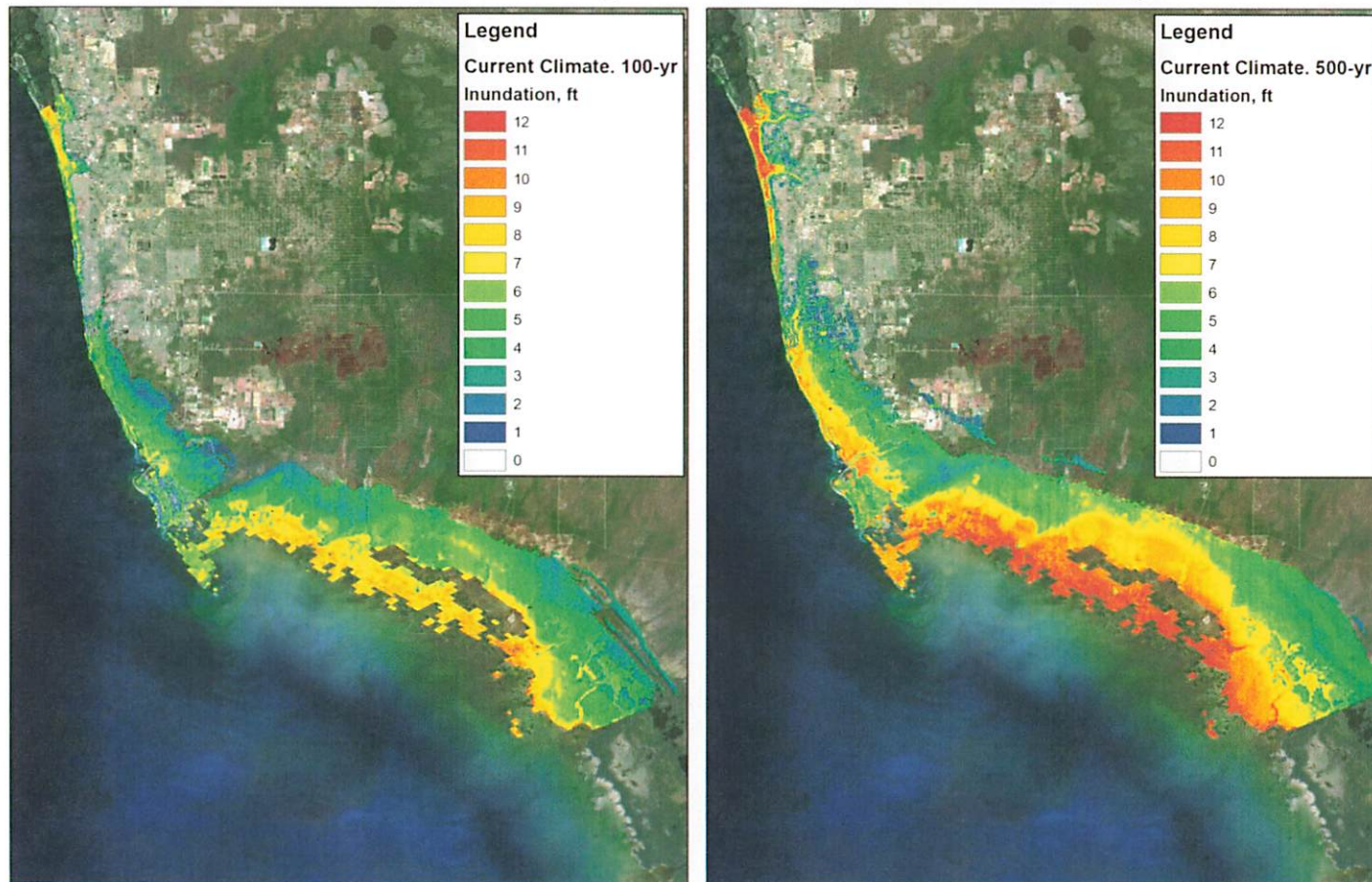


## Base Flood Elevation (BFE)

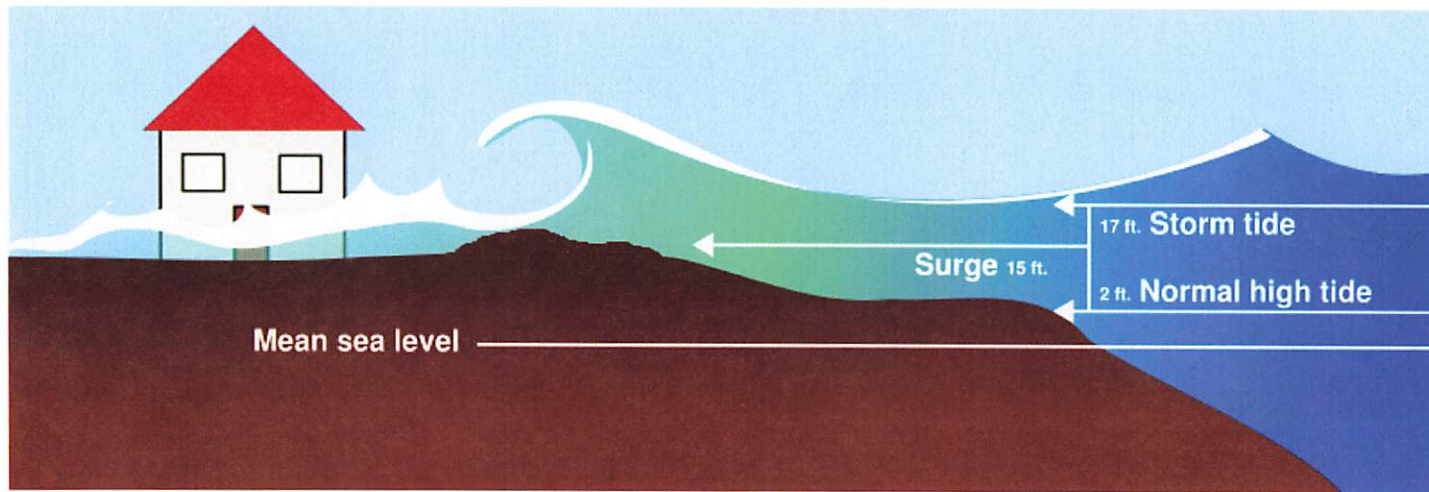
1. 1% Annual Exceedance Probability (AEP) Flood Elevation
2. 1% Annual Chance Flood Elevation
3. 100-Year Flood Elevation

BFE represents the flood elevation at a given location that has a 1% chance of being exceeded annually on land, by considering an ensemble of possible storms

# 100-year (1% AEP) and 500-year (0.2% AEP) Coastal Flood Maps for Collier County







- **Historic Crests @CK**
  - (1) 6.10 ft on 09/02/2016
  - (2) 5.41 ft on 08/31/1985
  - (3) 5.15 ft on 10/07/1996
  - (4) 5.13 ft on 03/13/1993
  - (5) 4.15 ft on 06/19/1972
- **Low Waters @CK**
  - (1) -9.43 ft on 09/11/2017
  - (2) -8.01 ft on 09/18/1947
  - (3) -7.30 ft on 06/09/1966
  - (4) -7.25 ft on 01/16/1972
  - (5) -6.81 ft on 12/17/1972

**Storm Surge (1-28ft) - Depends on storm intensity, size, forward speed, direction, landfall**

**Must consider coastal flooding due to:**

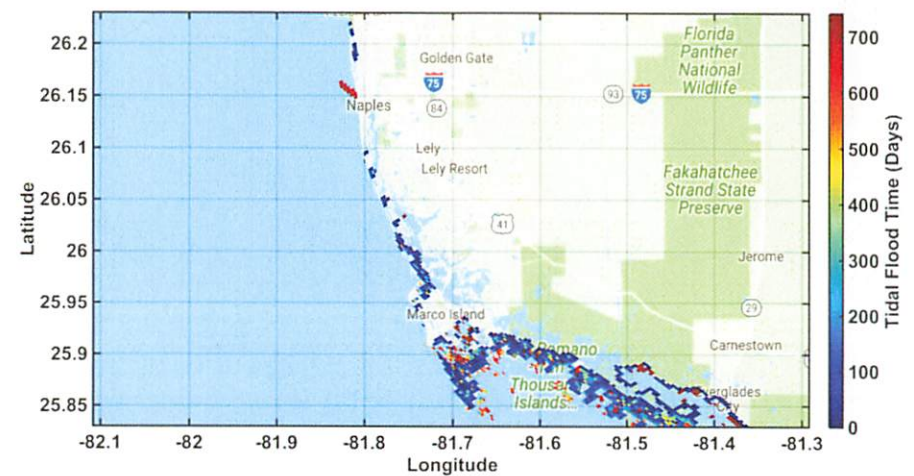
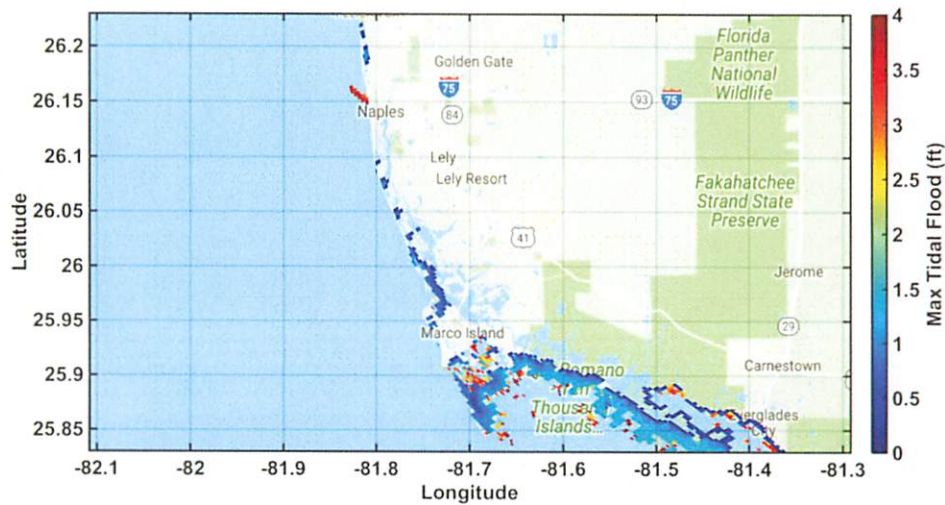
**Tide (0-6ft) – Depends on tidal cycle with 12-24 hour periods and Spring-Neap tidal cycle**

**Wave Setup (0-5ft)**

**Precipitation (0-4.5ft)**

**SLR ( ~1ft, 2ft, 6ft) for (2030, 2060, 2100) based on NOAA (2017) Report**

## Tidal Flood Maps (Current Cimate)



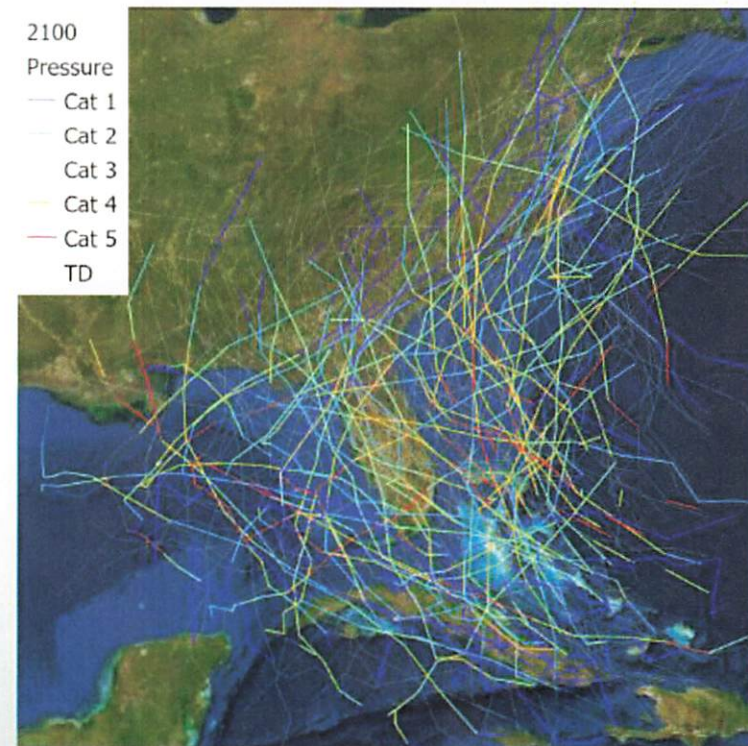
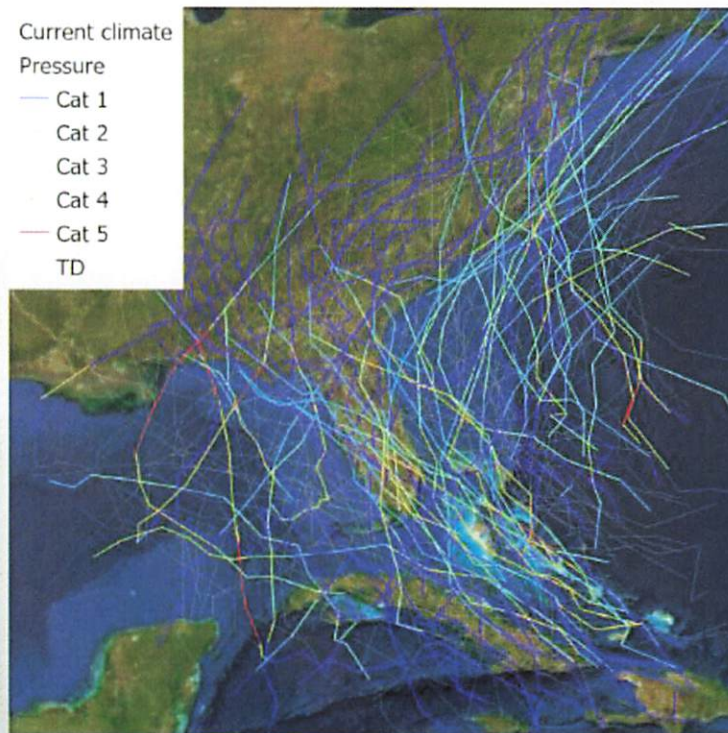
- Tidal flood can occur on calm days – Sunny Day Flood
- Can develop maximum tidal flood with SLR during 2022, 2040, 2070
- Can develop maximum tidal flood days with SLR during 2022, 2040, 2070



## CURRENT CLIMATE (CC) STORMS

## FUTURE STORMS (2100)

- CMIP5 and CMIP6 climate models and downscaling models: future TCs will likely become more INTENSE.
- The TCs are sensitive to the physics and resolution of climate and downscaling models.



# Global Mean Sea Level based on NOAA (2017)

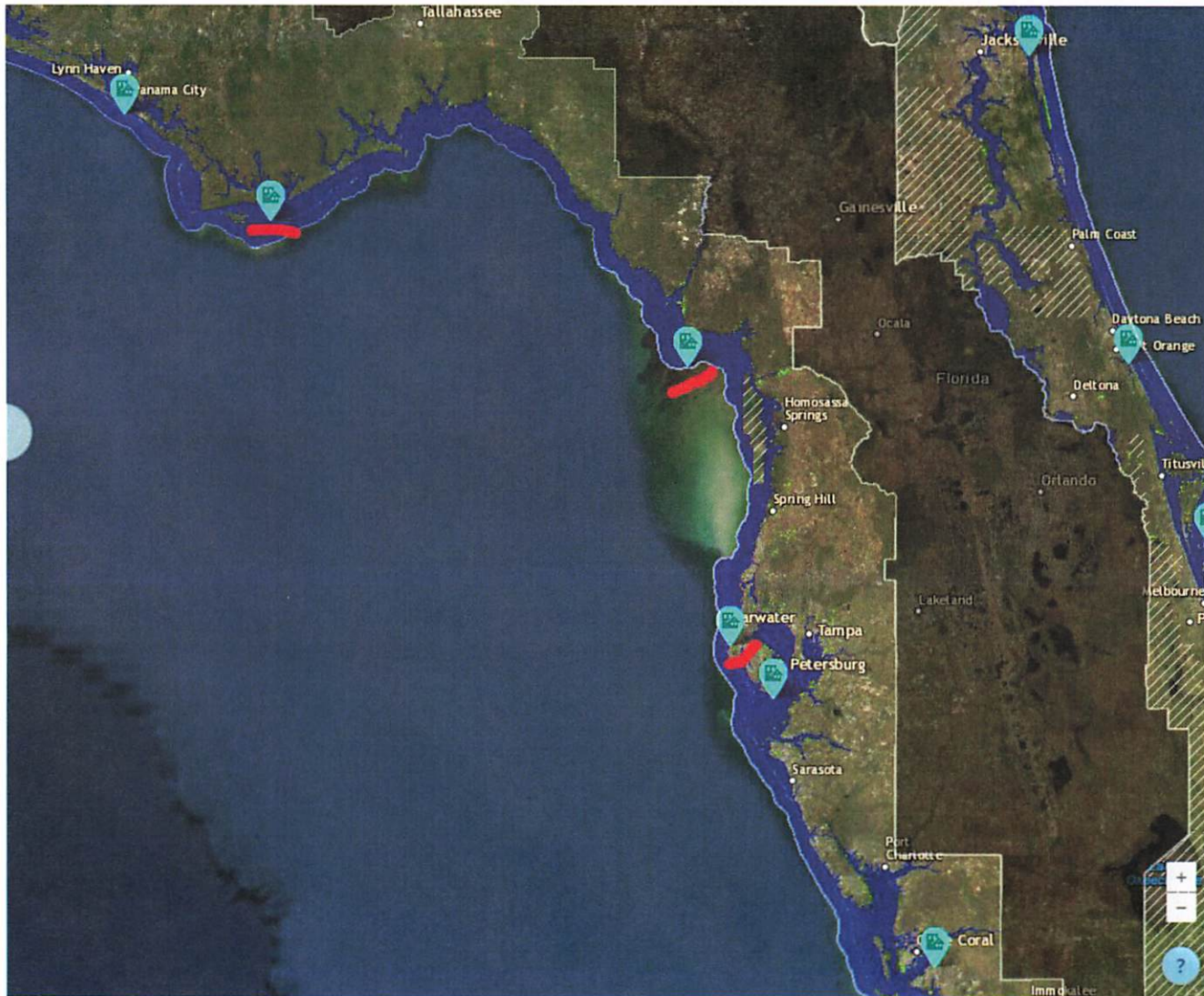
Based on latest SLR science, including  
NOAA (2017,2022)

\*SLR is prescribed at the Open Boundary of model domain

Period	RCP	SLR (ft)*		
		Low	Medium	High
Current	---	---	---	---
2030	4.5	0	0.5	1
2060	4.5	0.5	1.5	2.5
2100	4.5	1	3	6.6
2100	8.5	1	3	6.6

**Florida requires NOAA(2017) SLR values of 2040 and 2070 with Intermediate-Low and Intermediate-High probabilities**





Consider SLR values@

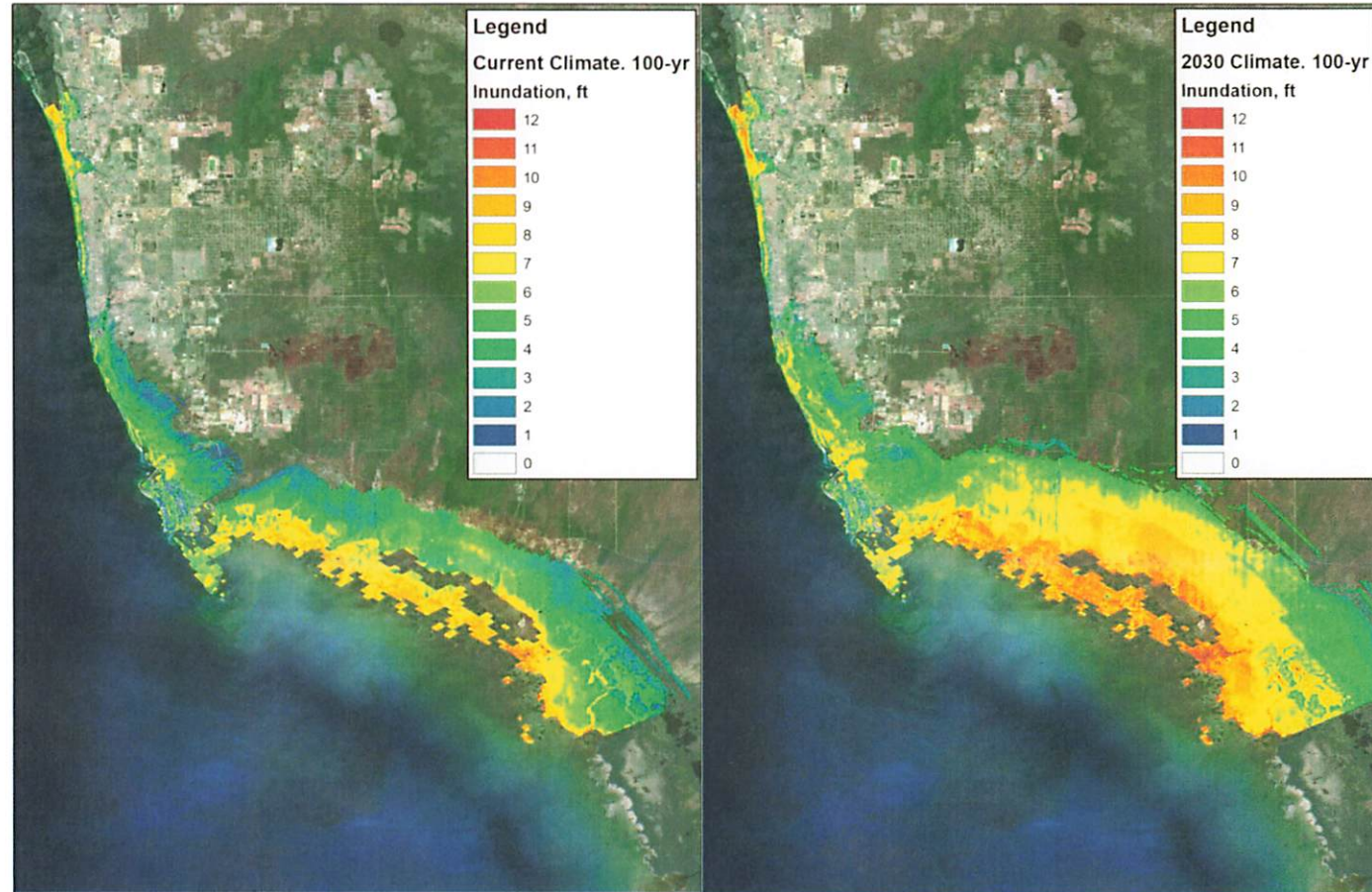
Cedar Key,  
Apalachicola, &  
Clearwater Beach

2040 and 2070

Intermediate-High &  
Intermediate-Low

**1% Flood Maps for  
2020 and 2030 in Collier**  
Created by running the  
CH3D model for  
ensemble of storms and  
SLR values imposed at  
the model boundary

**This project will create  
1% flood maps for 2040  
and 2070 in the  
Northern Nature Coast**





# Adaptation of Coastal Urban and Natural Ecosystems (ACUNE) Geo Tool for Collier County

- <https://restoreactscienceprogram.noaa.gov/decision-support-tool/are-you-familiar-with-acune-consistent-communication-leads-to-tool-adoption>
- <https://storymaps.arcgis.com/stories/63ffeb76f8dc4430a23e02cdb3bb1f50>
- <https://restoreactscienceprogram.noaa.gov/decision-support-tool/science-stakeholder-partnership-leads-to-broad-use-of-decision-support-tool-in-southwest-florida>

## Piermont Marsh and Village, New York

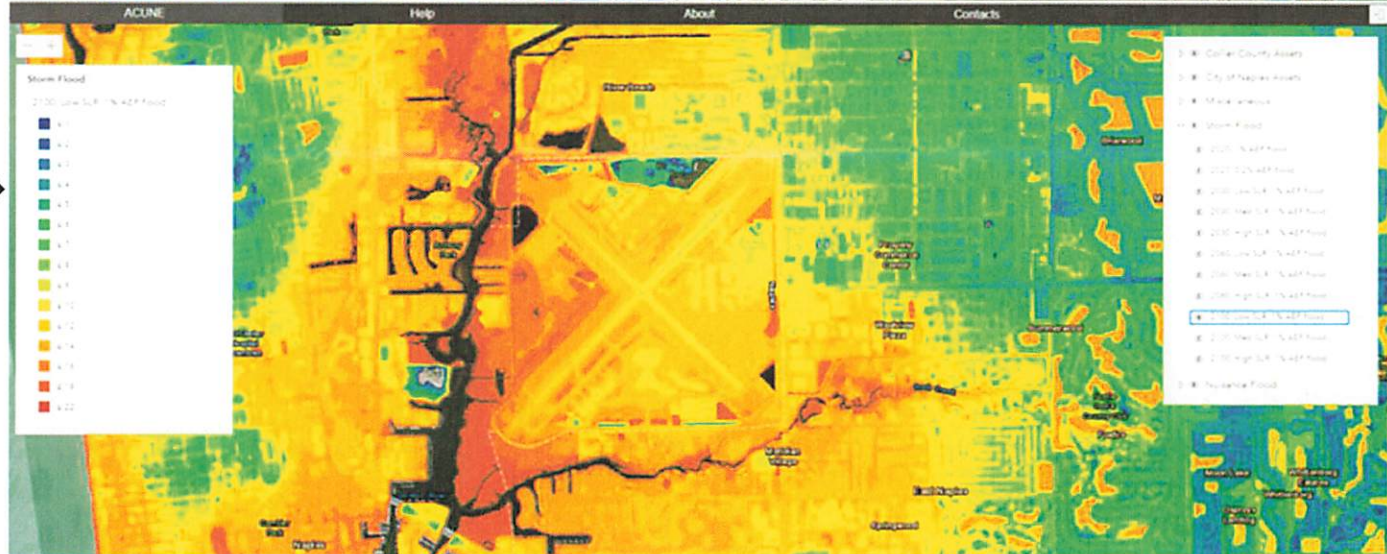
- <https://nerrsciencecollaborative.org/project/Sheng16>

# VA Example #1 Naples Airport

2060→



2100→

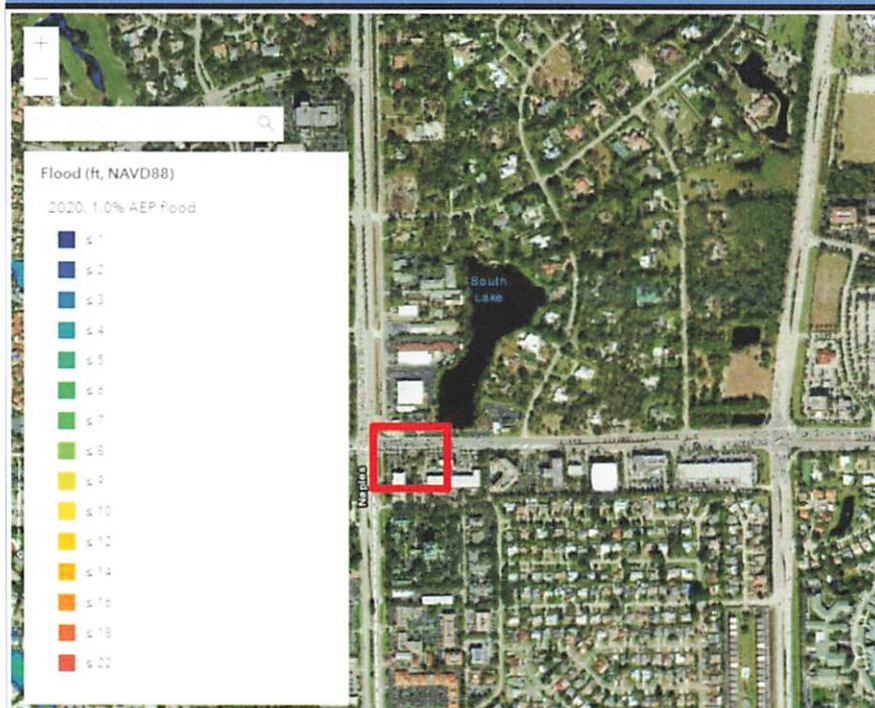


Considerable  
uncertainty about  
2100 storms for  
RCP8.5

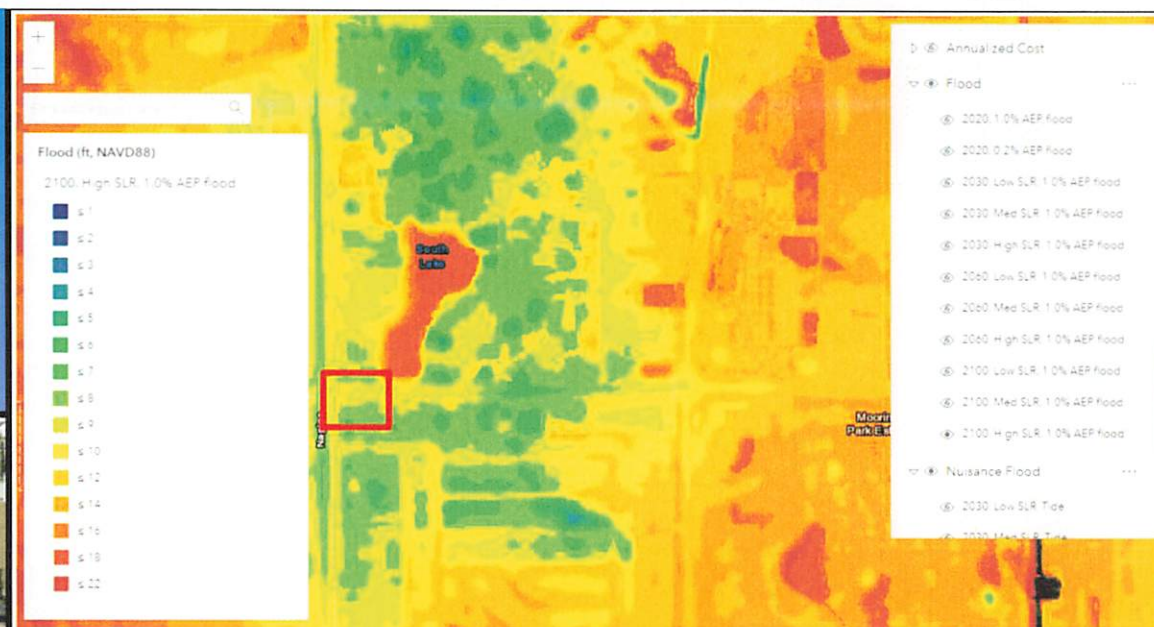


# VA Example #2

## Rosemary Cemetery



Appendix B. 105- Rosemary Cemetery 2020 1.0% AEP Flood



Appendix B. 93- Rosemary Cemetery 2100 High SLR 1.0% AEP Flood

- Site affected in 2 of 13 scenarios tested  
=15% exposure score
- Combinations of **SLR+ nuisance tides** and **SLR+ storms**

# **Proposed Task List (1/1/2023-12/31/2025)**

- 1. Engage End User Team**
- 2. Gather and Process Data**
- 3. Perform Statistical Analysis of Storms and SLR Data**
- 4. Identify Critical Assets**
- 5. Develop Tidal Flood Maps due to Nuisance Tides and SLR for 2022, 2040, 2070**
- 6. Develop 1% Coastal Flood Map for 2022 due to Storms and SLR**
- 7. Develop 1% Coastal Flood Maps for 2040 and 2070 due to Storms & SLR**
- 8. Develop Vulnerability Analysis Tool (ACCEPT), add Asset Layers**
- 9. Conduct ACCEPT Geo Tool User Training Workshops (including a kickoff meeting, and two semi-annual meetings with end users)**
- 10. Conduct Vulnerability Analysis (VA) Exercises**

**\*User engagement encouraged throughout the project**

**\*Leroy Marshall of SRWMD will lead user coordination**

**\*Savanna Barry will lead outreach activities**



## Proposed Project Timeline (1/1/2023-12/31/2025)

<b>Task No.</b>	<b>Deliverables</b>	<b>Task Due Date</b>	<b>Funding Amount</b>
1	Rosters of the End User Teams	1/31/2023	
2	Report on Data Processing	3/31/2023	
3	Statistical Analysis of Storms and SLR Data	6/30/2023	
4	Critical Asset Identification	8/31/2023	
5	Coastal Flood Maps due to Nuisance Tides (2022, 2040, 2070)	10/31/2023	
6	1% Coastal Flood Maps (2022) due to Storms and SLR	1/31/2024	
7	1% Coastal Flood Maps (2040 and 2070) due to Storms & SLR	5/31/2024	
8	Develop VA Tool (ACCEPT), add Asset Layers	9/30/2024	
9	ACCEPT Geo Tool User Training Workshops	12/31/2024	
10	Vulnerability Analysis (VA) Exercises	12/31/2025	
<b>Grant Total</b>			

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to consider re-appointment of one member to the Taylor County Planning Board

**MEETING DATE REQUESTED:**

May 17, 2022

**Statement of Issue:** Re-appoint Planning Board member.

**Recommendation:** Re-appoint one member to the Planning Board for a three (3) year term from 5/17/22 to 5/17/25.

**Fiscal Impact:** N/A

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

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The terms for Jan Hopkins, Donnie Pickford and Earl Ketring will expire on May 17, 2022. Only Earl Ketring has agreed to be reappointed. Staff ran a notice 2 times in the non-legal section of the local newspaper and posted a request for applications on the county website. As of the date this agenda item was prepared staff had not received any applications.

Staff respectfully requests that the County Commission re-appoint Earl Ketring for a 3 year term expiring on May 17, 2025.

- Options:**
1. Re-appoint 1 member to the Planning Board.
  2. Choose not to re-appoint member.

- Attachments:**
1. Copy of advertisement.

**Taylor County  
Is accepting applications for a**

**PLANNING BOARD MEMBER**

**This is a volunteer position that meets on the first  
Thursday of every month, as needed, at 5:00 P.M. to  
discuss comprehensive planning, land development  
issues, variances, subdivisions, commercial  
developments, etc.**

**For more information or to get an application call  
838-3500 Extension 1 or come by the Taylor County  
Building & Planning Department located at 201 East  
Green Street or visit [www.taylorcountygov.com](http://www.taylorcountygov.com)**

## LaWanda Pemberton

---

**From:** Traci Rowell  
**Sent:** Tuesday, May 10, 2022 9:58 AM  
**To:** LaWanda Pemberton  
**Subject:** RE: planning/zoning board

PLANNING BOARD	EXPIRES	BOARD
JAN HOPKINS	5/17/2022	PLANNING BOARD
EARL KETRING	5/17/2022	PLANNING BOARD
DONNIE PIGFORD	5/17/2022	PLANNING BOARD
DALE ROWELL	5/17/2023	PLANNING BOARD
SALLY ROBERTS	5/17/2023	PLANNING BOARD
PAM WESSELS	5/17/2024	PLANNING BOARD
BLAIR BEATY	5/17/2024	PLANNING BOARD

Traci M Rowell  
Personnel Manager  
Taylor County Board of County Commissioners  
201 E Green Street  
Perry, Florida 32347  
P-850-838-3500 Ext. 8  
F- 850-838-3501  
[TRowell@taylorcountygov.com](mailto:TRowell@taylorcountygov.com)

**From:** LaWanda Pemberton  
**Sent:** Tuesday, May 10, 2022 9:54 AM  
**To:** Traci Rowell <[TRowell@taylorcountygov.com](mailto:TRowell@taylorcountygov.com)>  
**Subject:** planning/zoning board

Can you please send me the latest membership ?

LaWanda Pemberton  
County Administrator  
Taylor County Board of County Commissioners  
850-838-3500 ext. 6





**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve amendment to the Florida Department of Transportation Public Transportation Grant Agreement, Financial Project # 436767-1-94-23 and Resolution for the Perry Foley Airport Design & Rehab of Runway 12-30 Lighting and Signage Project.

**MEETING DATE REQUESTED:**

**May 17, 2022**

**Statement of Issue:** Board to review and approve amendment to the FDOT Grant Agreement and required Resolution for the design and rehabilitation of the lighting and signage of Runway 12-30 at Perry Foley Airport.

**Recommended Action:** Approve the amendment to the FDOT Grant Agreement and Resolution.

**Fiscal Impact:** The original Grant Agreement is in the amount of \$250,000 and is being INCREASED to \$2,550,000 with NO match required by the County as we requested and received a Rural Economic Development Initiative (REDI) waiver.

**Budgeted Expense: Y/N** The project will be 100% grant funded.

**Submitted By:** Melody Cox, Grants

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Runway 12-30 is the secondary Runway at Perry Foley Airport and is in a great deal of need for the rehabilitation of the lighting and signage. The primary Runway 18-36 was rehabilitated during FY 2018 with grant funding received from FDOT and FAA. The original grant in the amount of \$250,000 funded the design phase of the Runway 12-30 project. The additional funding in the amount of \$2,300,000 will fund the actual rehabilitation work. Runway 12-30 is not eligible for FAA funding as FAA only funds the Primary Runway (18-36) at the Airport.

**Attachments:** Amendment to FDOT Public Transportation Grant Agreement 4367671-1-94-22 and Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
 OGC 04/22

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> <b>436767-1-94-22</b>	Fund(s):  Work Activity Code/Function: <b>215</b> Federal Number/Federal Award Identification Number (FAIN) – Transit only: Federal Award Date: SAM/UEI Number:	DDR,DPTO <b>215</b>	FLAIR Category: <b>088719</b> Object Code: <b>751000</b> Org. Code: <b>55022020228</b> Vendor Number: <b>VF596000879004</b> Amendment No.: <b>1</b>
Contract Number: <b>G1L34</b>			
CFDA Number: <b>N/A</b>			
CFDA Title: <b>N/A</b>			
CSFA Number: <b>55.004</b>			
CSFA Title: <b>Aviation Grant Program</b>			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation ("Department"), and Taylor County, ("Agency"), collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Department and the Agency on 4/28/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Perry-Foley Airport - Design & Rehab R/W 12-30, Lighting & Signage - Adding additional funding . The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.
  
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
  - ☒ **Aviation**
  - ☐ **Seaports**
  - ☐ **Transit**
  - ☐ **Intermodal**
  - ☐ **Rail Crossing Closure**
  - ☐ **Match to Direct Federal Funding (Aviation or Transit)**
  - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
  - ☐ **Other**
  
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
  - ☒ Exhibit A: Project Description and Responsibilities
  - ☒ Exhibit B: Schedule of Financial Assistance
  - ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - ☐ \*Exhibit B2: Advance Payment Financial Provisions
  - ☐ \*Exhibit C: Terms and Conditions of Construction
  - ☒ Exhibit D: Agency Resolution
  - ☐ Exhibit E: Program Specific Terms and Conditions
  - ☐ Exhibit F: Contract Payment Requirements
  - ☒ \*Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
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OGC 04/22

- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
— \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is X increased/ \_\_\_ decreased by \$2,300,000 bringing the revised total cost of the project to \$2,550,000.

The Department's participation is X increased/ \_\_\_ decreased by \$2,300,000. The Department agrees to participate in the Project cost up to the maximum amount of \$2,550,000, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Taylor County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Thomas Demps  
Title: Chairman

By: \_\_\_\_\_  
Name: James M. Knight, P.E.  
Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Rehab R/W 12-30, Lighting & Signage at Perry-Foley Airport

**B. Project Location** (limits, city, county, map): Perry-Foley Airport/Perry, FL/Taylor

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Runway 12-30 Rehabilitation, Lighting & Signage: Adding Additional Funding - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements (such as concrete or concrete R/W end replacement, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the runway pavement. The Sponsor will comply with Aviation Program Assurances.

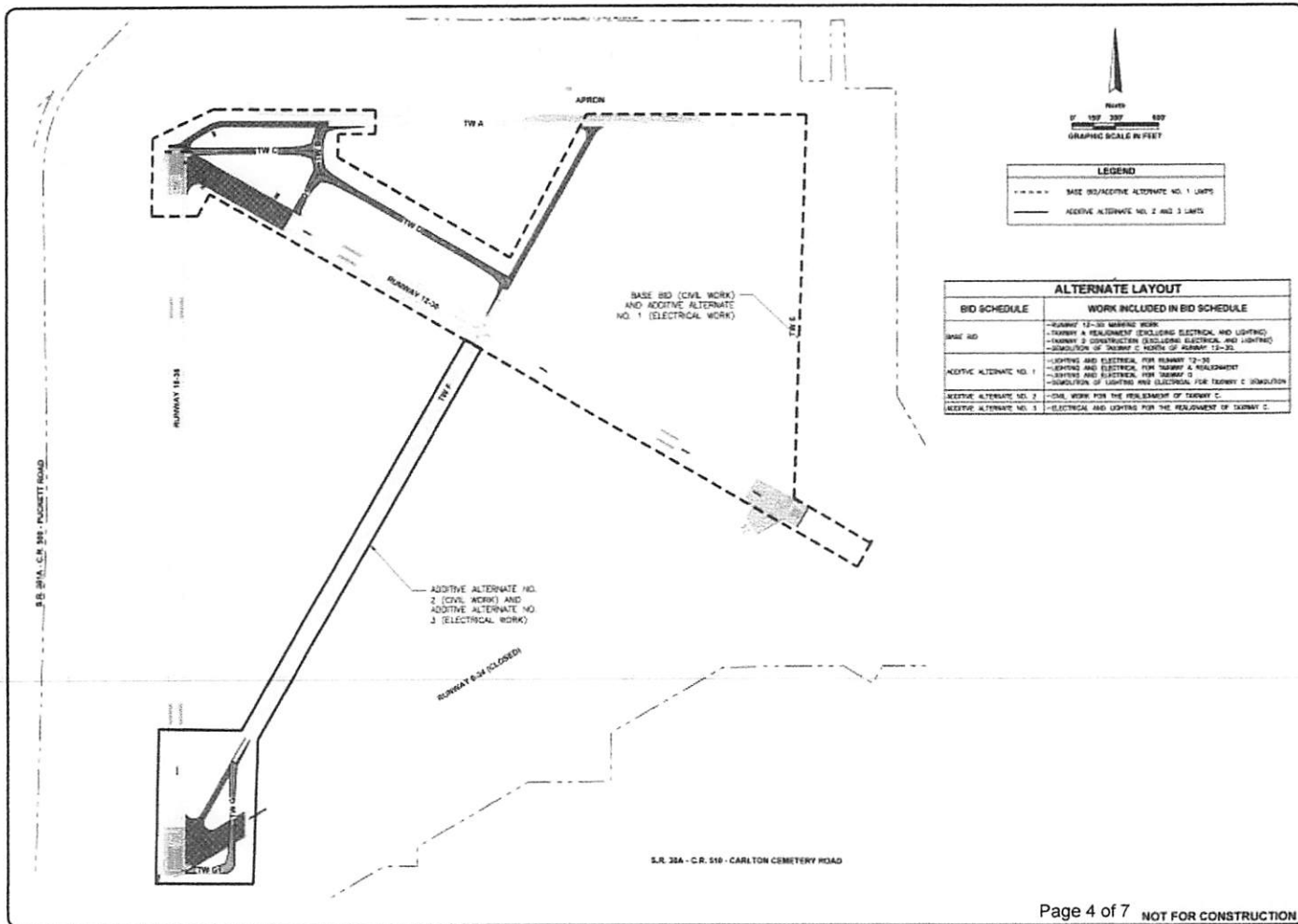
**D. Deliverable(s)**: Design & Rehab R/W 12-30, Lighting & Signage at Perry-Foley Airport

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



LEGEND	
---	BASE BID/ADDITIVE ALTERNATE NO. 1 LIMITS
---	ADDITIVE ALTERNATE NO. 2 AND 3 LIMITS

ALTERNATE LAYOUT	
BID SCHEDULE	WORK INCLUDED IN BID SCHEDULE
BASE BID	<ul style="list-style-type: none"> <li>RUNWAY 12-36 WEARING SURF</li> <li>RUNWAY A RECONSTRUCTION (EXCLUDING ELECTRICAL AND LIGHTING)</li> <li>RUNWAY 2 CONSTRUCTION (EXCLUDING ELECTRICAL AND LIGHTING)</li> <li>CONSTRUCTION OF TOWNSHIP C NORTH OF RUNWAY 12-36</li> </ul>
ADDITIVE ALTERNATE NO. 1	<ul style="list-style-type: none"> <li>LIGHTING AND ELECTRICAL FOR RUNWAY 12-36</li> <li>LIGHTING AND ELECTRICAL FOR TOWNSHIP A RECONSTRUCTION</li> <li>LIGHTING AND ELECTRICAL FOR TOWNSHIP C CONSTRUCTION</li> </ul>
ADDITIVE ALTERNATE NO. 2	CIVIL WORK FOR THE RECONSTRUCTION OF TOWNSHIP C
ADDITIVE ALTERNATE NO. 3	ELECTRICAL AND LIGHTING FOR THE RECONSTRUCTION OF TOWNSHIP C



JOHN COLLINS  
REGISTERED PROFESSIONAL ENGINEER  
NO. 24567  
STATE OF MICHIGAN

ALTERNATE  
SCHEDULE  
PLAN

REALIGN  
TAXIWAYS A AND C

DESIGNED BY: JAC/CAF  
DRAWN BY: CAP  
CHECKED BY: JAC  
APPROVED BY: JAC  
PROJECT NO: 2014-146-03  
DATE: NOVEMBER 2014  
SHEET NUMBER

G9

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 03/22

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
436767-1-94-22	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$250,000.00
436767-1-94-22	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$2,290,578.00
436767-1-94-22	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$9,422.00
<b>Total Financial Assistance</b>							<b>\$2,550,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$2,550,000.00	\$0.00	\$0.00	\$2,550,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$2,550,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,550,000.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT G**

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

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

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

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$2,550,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



# 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

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

## RESOLUTION

**WHEREAS**, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

**PERRY FOLEY AIRPORT Design & Rehab R/W 12-30, Lighting & Signage  
AMENDMENT to Grant Agreement for  
Financial Management Project No: 436767-1-94-22**

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$2,550,000, FDOT will be funding a maximum of \$2,550,000 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Public Transportation Grant Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Thomas Demps, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Thomas Demps or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

**WITNESSETH:** Adopted the 17<sup>TH</sup> day of May 2022 in Regular Session by the *Taylor County Board of Commissioners*.

**Board of County Commissioners  
Taylor County, Florida**

By: \_\_\_\_\_  
*Thomas Demps, Chairperson*

Attest: \_\_\_\_\_  
*Gary Knowles, Clerk*

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Fire Station 2 Construction

**Meeting Date:**

5/17/2022

**Statement of Issue:** Board to receive update and discuss options for the construction of  
fire station 2.

**Recommendation:** Board to provide direction to staff on the course to continue.

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

**Submitted By:** Dan Cassel

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** A state appropriation of \$580,000 was received for construction of Station 2.

Bids were received on July 20, 2021 with the lowest bid at \$1,187,013.85.

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

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

17-A

**EXHIBIT D**

**SUBDIVISION SETTLEMENT PARTICIPATION FORM**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 ("*Walgreens Settlement*"),<sup>1</sup> and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

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<sup>1</sup> The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_  
(the "Execution Date of this Subdivision  
Settlement Participation Form")

ADDITIONS TO THE AGENDA

May 17, 2022

CHANGE

COUNTY STAFF ITEMS

FROM

15. THE BOARD TO CONSIDER RE-APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

TO

15. THE BOARD TO CONSIDER RE-APPOINTMENT OF TWO (2) MEMBERS TO THE TAYLOR COUNTY PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.