

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, JULY 11, 2022  
6:00 P.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF JUNE 21 AND 27, 2022.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF INDIGITAL AGREEMENT FOR MEVO PHONES 911 BACKUP SYSTEM, AS AGENDAED BY BRITTANY WHITE, E911 COORDINATOR.
7. THE BOARD TO CONSIDER APPROVAL OF BUDGET AMENDMENT REQUEST BY TAYLOR COUNTY SHERIFF'S OFFICE, IN THE AMOUNT OF \$72,250, FROM FUNDS PROVIDED TO THE COUNTY BY THE STATE FOR SUPPLEMENTAL SALARY TO LAW ENFORCEMENT AND CORRECTIONS OFFICERS, AS AGENDAED BY MARTY TOMPKINS, UNDERSHERIFF.
8. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM AIRPORT ENTERPRISE RESERVE FUND FOR FUEL PURCHASE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH CROSSPOINT BAPTIST FELLOWSHIP CHURCH FOR THE USE OF SIX (6) FIELDS FOR THE 2022 SEASON OF UPWARD FLAG FOOTBALL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

10. THE BOARD TO RECEIVE BIDS **FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA**, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
11. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, **TO RECEIVE PUBLIC INPUT REGARDING THE POSSIBLE REMOVAL OF THE OLD SHADY GROVE VOTING HOUSE, LOCATED IN SHADY GROVE, FLORIDA.**

12. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, **TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANT PROGRAM (FRDAP), FOR THE 2023-2024 GRANT CYCLE.**

(REQUESTING FUNDING ASSISTANCE FOR ADDITIONAL IMPROVEMENTS TO THE TAYLOR COUNTY SPORTS COMPLEX)

13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, **TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE EXCHANGE OF REAL PROPERTY WITH CLARK PROPERTIES OF TAYLOR COUNTY, LLC., IN ASSOCIATION WITH THE PROPOSED DEADMAN'S CURVE REALIGNMENT PROJECT.**

PUBLIC REQUESTS:

14. JENNIFER TRAVIESO, DISC VILLAGE, TO APPEAR TO REQUEST LETTER OF SUPPORT FOR THE SUBMISSION OF AN APPLICATION FOR THE LOCAL SUPPORT GRANT PROGRAM.
15. MARY JANE HEWITT, TAYLOR COUNTY SENIOR CITIZENS CENTER, TO APPEAR TO REQUEST LETTER OF SUPPORT FOR THE SUBMISSION OF AN APPLICATION FOR THE LOCAL SUPPORT GRANT PROGRAM.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16. THE BOARD TO CONSIDER APPOINTMENT OF TWO (2) REGULAR MEMBERS, ONE (1) ALTERNATE MEMBER AND (1) CITIZEN MEMBER TO THE 2022 VALUE ADJUSTMENT BOARD (VAB), AND TO APPOINT CHAIRMAN OF SAME, AS AGENDAED BY THE CLERK.
17. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO APPOINT BOARD OF COUNTY COMMISSIONER MEMBER TO FILL IN DURING ABSENCE OF SUPERVISOR OF ELECTIONS, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

COUNTY ATTORNEY ITEMS:

18. THE COUNTY ATTORNEY TO DISCUSS PROPOSED NOTICE OF REFERENDUM ELECTION.

COUNTY ADMINISTRATOR ITEMS:

19. THE BOARD TO CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT AND ADOPTION OF AUTHORIZING RESOLUTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AS AGENDAED BY THE COUNTY ADMINISTRATOR.
20. THE BOARD TO CONTINUE TO DISCUSSIONS REGARDING COUNTY OWNED LOT LOCATED AT KEATON BEACH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
21. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT FOR THE LOCAL SUPPORT GRANT PROGRAM, FOR APPROPRIATIONS FOR THE CONSTRUCTION OF A NEW FIRE STATION IN STEINHATCHEE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
23. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
24. 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.



*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

July 5, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Stacy Roberts  
Market Manager/INdigital  
1616 Directors Row  
Fort Wayne, IN 46808  
sroberts@indigital.net

Re: INdigital Contract

Dear Ms. Roberts:

Thank you for your e-mail of June 30, 2022, with the changes I requested in the above-mentioned Contract.

I am by copy of this advising our County Administrator and Clerk, Hon. Gary Knowles that the said Contract is ready to be brought before the Board.

If you have a question, please let me know.

Hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

**9-1-1 SERVICES AND  
SOFTWARE LICENSE AGREEMENT**

This 9-1-1 Services and Software License Agreement (this "Agreement"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

**1. Purpose**

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.

**Type of Agreement/Document**

☒ Original Agreement

☐ Amendment

**2. Parties/Notices:**

**INdigital:**

Communications Venture Corporation (d/b/a INdigital)  
("INdigital")

1616 Directors Row  
Fort Wayne, IN 46808  
Fax: (260) 469-4329  
E-mail: [contracts@indigital.net](mailto:contracts@indigital.net)  
Attention: Contract Administration

**Customer:**

Taylor County ("Customer" and together with INdigital, the "Parties", and, each, individually, a "Party")

Address: 591 US Highway 27  
Perry, FL 323

Phone: 850-838-1104  
E-mail: [katie.morrison@taylorsheriff.org](mailto:katie.morrison@taylorsheriff.org)  
Contact Person: Katie Morrison

**3. Effective Date**

\_\_\_\_\_ ("Effective Date").

**4. Software**

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

**5. Territory**

Taylor County, Florida ("Territory").

**6. Permitted Use**

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("Permitted Use").

**7. Installation**

INDigital will deliver and install one copy of the Software to Customer.

**8. Maintenance Releases**

During the Term, INDigital will provide Customer with all Maintenance Releases that INDigital may make generally available to its licensees at no additional charge.

**9. License Fee**

**Fee:** See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INDigital charges for the Software.

**10. Additional Charges**

See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INDigital for out-of-pocket expenses incurred by it in connection with performing such additional services.

**11. Term**

**Initial Term:** From Effective Date until five (5)-year anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.

**Renewal Terms:** This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

**12. Exhibits**

- ☒ **Exhibit A** – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- ☒ **Exhibit B** – Designated Sites
- ☒ **Exhibit C** – Software/Services Description
- ☒ **Exhibit D** – Payment and Fees

**13. Other Agreements between Parties**

- ☐ Equipment Purchase and Sale Agreement
- ☐ Support and Maintenance Agreement

**14. Representative**

Name: Stacy Roberts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

INDIGITAL:

**COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name: Jeff Humbarger  
Title: CFO  
Date:

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**(9-1-1 SERVICES AND SOFTWARE LICENSE)**

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

**1. DEFINITIONS.** Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

- 1.1. "Acceptance Testing" has the meaning set forth in Section 4 of these Terms.
- 1.2. "Action" has the meaning set forth in Section 8.2(d) of these Terms.
- 1.3. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.4. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.
- 1.5. "Confidential Information" has the meaning set forth in Section 5.1 of these Terms.
- 1.6. "Controlled Technology" means any software, documentation, technology or other technical data, or any products that

include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

- 1.7. "Customer" has the meaning set forth in the preamble to these Terms.
- 1.8. "Designated Sites" means any of Customer's facilities set forth in Exhibit B attached to, and incorporated by reference into, the Agreement.
- 1.9. "Disclosing Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.10. "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.11. "Effective Date" has the meaning set forth in Section 3 of the Agreement.
- 1.12. "Force Majeure Event" has the meaning set forth in Section 14.1 of these Terms.
- 1.13. "Indemnitee" has the meaning set forth in Section 11.3 of these Terms.
- 1.14. "Indemnitor" has the meaning set forth in Section 11.3 of these Terms.
- 1.15. "INdigital" has the meaning set forth in the preamble to these Terms.
- 1.16. "INdigital Indemnitee" has the meaning set forth in Section 11.2 of these Terms.
- 1.17. "Initial Term" has the meaning set forth in Section 9.1 of these Terms.
- 1.18. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

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- protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.19. **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.20. **"Loss"** means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.21. **"Maintenance Release"** means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22. **"New Version"** means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.23. **"Parties"** has the meaning set forth in the preamble to these Terms.
- 1.24. **"Party"** has the meaning set forth in the preamble to these Terms.
- 1.25. **"Payment Failure"** has the meaning set forth in Section 9.3(a) of these Terms.
- 1.26. **"Permitted Use"** has the meaning set forth in Section 6 of the Agreement.
- 1.27. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.28. **"Receiving Party"** has the meaning set forth in Section 5.1 of these Terms.
- 1.29. **"Renewal Term"** has the meaning set forth in Section 9.2 of these Terms.
- 1.30. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.
- 1.31. **"Software"** means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- 1.32. **"Term"** has the meaning set forth in Section 9.2 of these Terms.
- 1.33. **"Territory"** has the meaning set forth in Section 5 of the Agreement.
- 1.34. **"Third-Party Materials"** means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.
- 1.35. **"Warranty Period"** has the meaning set forth in Section 10.2 of these Terms.
2. **LICENSE.**
- 2.1. **License Grant.** Subject to the terms and conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

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Permitted Use in the Territory during the Term.

**2.2. Scope of Licensed Access and Use.** Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. **USE RESTRICTIONS.** Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- (h) use the Software for purposes of:
  - (i) benchmarking or competitive analysis of the Software;
  - (ii) developing, using or providing a competing software product or service; or
  - (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
- (i) use the Software in or in connection with

the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. **DELIVERY AND INSTALLATION.** INdigital shall deliver and install one copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

**4.1. Acceptance.** Customer will test whether the Software operates in accordance with the Documentation ("Acceptance Testing") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

**1.1. MAINTENANCE AND SUPPORT.** During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

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rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

**5. CONFIDENTIALITY.**

**5.1. Confidential Information.** In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

**5.2. Exclusions and Exceptions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

**5.3. Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);
- (b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

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less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

**5.4. Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

**5.5. Return; Destruction.** Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party

and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

**6. FEES AND PAYMENT.**

**6.1. License Fees.** In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

**6.2. Additional Fees and Expenses.** In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

**6.3. Taxes.** All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

**6.4. Payment.** Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

**6.5. Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due, including attorneys' fees, court costs and



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collection-agency fees; and

(b) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

**6.6. No Deductions or Setoffs.** All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. **SECURITY MEASURES.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

**8. INTELLECTUAL PROPERTY RIGHTS.**

**8.1. Intellectual Property Ownership.** Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will

remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

**8.2. Customer Cooperation and Notice of Infringement.** Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

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**8.3. No Implied Rights.** Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

**9. TERM AND TERMINATION.**

**9.1. Initial Term.** The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 10 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

**9.2. Renewal Term.** The Agreement will automatically renew for additional successive terms specified in Section 10 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

**9.3. Termination.** The Agreement may be terminated at any time:

- (a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("Payment Failure");
- (b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;
- (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);
- (d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or

foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

- (e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

**9.4. Effect of Termination or Expiration.** On the expiration or earlier termination of the Agreement:

- (a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:
  - (i). immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;
  - (ii). within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
  - (iii). certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and
- (b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.

**9.5. Surviving Terms.** The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for

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clarity, --including-- Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

**10. REPRESENTATIONS AND WARRANTIES.**

**10.1. Mutual Representations and Warranties.** Each Party represents, warrants and covenants to the other Party that:

- (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
- (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
- (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

**10.2. Limited Warranty.** Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of 90 days from the **Effective Date** (the "**Warranty Period**"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

**10.3. Customer Requirements.** The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

**10.4. Exceptions.** Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

- (a) Software, or the media on which it is

provided, that is modified or damaged by Customer or its Representatives;

- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;

- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;

- (e) the operation of, or access to, Customer's or a third party's system or network;

- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;

- (g) Customer's material breach of any provision of the Agreement (including these Terms);

- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or

- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

**10.5. Remedial Efforts.** If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at its sole option and expense, take any of the following steps to remedy such breach:

- (a) replace any damaged or defective media on which INdigital supplied the Software;
- (b) amend, supplement or replace any

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incomplete or inaccurate Documentation;

- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

**10.6. Sole Remedy.** If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

**10.7. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT

INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-THIRD-PARTY MATERIALS.

**11. INDEMNIFICATION.**

**11.1. INdigital Indemnification.** INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (d) modification of the Software other than:
  - (i) by INdigital or its authorized contractor in connection with the Agreement (including these Terms); or
  - (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;
- (e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;
- (f) use of the Software after INdigital's notice to Customer of such activity's alleged or

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actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

**11.2. Customer Indemnification.** Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnitee") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation

under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

**11.3. Indemnification Procedure.** Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

**11.4. Mitigation.** If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the

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above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

**12. EXPORT REGULATION.** Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

**13. FORCE MAJEURE.**

**13.1. No Breach or Default.** In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

**13.2. Obligations.** In the event of any failure

or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**14. MISCELLANEOUS.**

**14.1. Further Assurances.** On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

**14.2. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**14.3. Notices.** Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**14.4. Interpretation.** For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean

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the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

**14.5. Headings.** The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

**14.6. Entire Agreement.** The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**14.7. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 14.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

**14.8. No Third-Party Beneficiaries.** The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

**14.9. Amendment and Modification; Waiver.** No amendment to, modification of, or

rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**14.10. Severability.** If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

**14.11. Governing Law; Submission to Jurisdiction.** Venue of any litigation as a result of this agreement will exclusively be in the State Court (Florida) in and for Taylor County, Florida. The agreement will be governed by the laws of the State of Florida.

**14.12. Equitable Remedies.** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**  
**(9-1-1 SERVICES AND SOFTWARE LICENSE)**

post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**14.13. Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.



**EXHIBIT B**

**Designated Sites**

**591 US Highway 27**

**Perry, FL 32347**

## **EXHIBIT C**

### **Software / Services Description**

#### **1. Database Services –**

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Taylor County service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALI service (wireless, VoIP - using pANi) will be provided by INdigital,

#### **2. Routing Services –**

INdigital will design and deploy a NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

#### **3. Network Services –**

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

#### **4. MEVO Services –**

A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed as a MEVO Anywhere Kit. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.

**EXHIBIT D**  
**Payments and Fees**

Taylor County FL NGCS price matrix  
INdigital NGCS platform  
5/27/22



line		MSRP	
	population served	21,796	
	feature description		
	Database	\$435.92	
	Routing Services	\$1,089.80	
	Network - see note below	\$792.94	
	Text - already using	\$0.00	optional
	Mevo (or \$85 per phone/mo)	\$0.00	optional
	Monthly recurring cost for 911 services	\$1,525.72	
	Optional services	\$0	
	Total w/options	\$1,525.72	
	Service Setup costs		
	PSAP conversion (IN450059)	\$1,583.69	
	Redundant PSAP router	\$9,480.00	
	MEVO Anywhere and TIG	\$16,626.69	
	FirstNET hardware and NRC	\$2,208.13	

or (ala carte)  
\$0.020  
\$0.050  
\$0.049  
\$0.010  
\$0.010

**Set up Fees**      **\$29,898.51**  
**Monthly Recurring Fees**      **\$1,525.72**

*Note: Network quoted is a Comcast 40Mb EDI/30, a Comcast 200x20 VPN connection and a FirstNet LTE backup.*

**Total NRC's \$29,898.51**

**Total MRC's \$1,525.72**

**NOTE:** NRC's billed at signing of the contract.

MRC's/annual billed at service cut.

*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

June 15, 2022

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

VIA E-MAIL

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

Re: Exhibit "A" of the INdigital Contract

Dear LaWanda:

In reviewing Exhibit "A" of the INdigital contract, I make the following comments:

1. In paragraph 6.5. Late Payment – Although the county does not pay payments late, I don't know any contract where the County agreed to pay interest on late payments, not to mention 18%, i.e., 1.5% per month.
2. In paragraph 10.6. Sole Remedy – The County would not agree that Section 10.6 would be the county's Sole Remedy.
3. In paragraph 11.5. – Sole Remedy. Once again, the county will not be limited to a Sole Remedy.
4. In paragraph 12 - Limitation of Liability. The county will not agree to limit liability.
5. In paragraph 12.2. – Cap on Monetary Liability. The County would not agree to a cap on monetary liability.
6. In paragraph 15.11. – Governing law; Submission to Jurisdiction. The County would request the following language: "Venue of any litigation as a result of this agreement will exclusively be in the State Court (Florida) In and for Taylor County, Florida. That agreement will be governed by the laws of the State of Florida."
7. In paragraph 15.12. – Waiver of Jury Trial. Taylor County does not waive jury trial.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,




Conrad C. Bishop, Jr.

CCB/kp

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

24

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b>	MEVO Phones/ NEXT GEN Core Services
	
<b>Meeting Date:</b>	June 6th, 2022

**Statement of Issue:** 911 Backup system as well as moving forward with NEXT GEN as to comply with the  
State of Florida's regulations. This will also consolidate expenses to save money.

**Recommendation:** Purchase MEVO Phones and move forward with NEXT GEN Core Services

**Fiscal Impact:** \$ 29,898.51 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** Katie Morrison

**Contact:** 850-838-1104 or katie.morrison@taylorsherrif.org

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** INdigital created the MEVO phone, and no other company has yet to produce something similar.  
Our current vendors are partnered with INdigital, which will cover assistance and maintenance on the product.  
Next Gen is being state mandated, and this purchase will allow Taylor to comply.  
INdigital's NEXT GEN core services will help consolidate several 911 bills, saving ten thousand dollars per year.  
Taylor County still does not have a back up 911 PSAP in care of disaster or emergency.

**Options:** 1. Purchase phone system and NEXT GEN Core Services  
2. Not make purchase

**Attachments:** 1. Sole Source Certificate  
2. Sole Source Letter from INdigital

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** Budget Amendment request by Taylor County Sheriff's Office



**MEETING DATE REQUESTED:** 7/11/2022

**Statement of Issue:** Budget amendment of \$72,250.00 for last quarter of this budget year.

**Recommended Action:** approve

**Fiscal Impact:** None to BCC

**Budgeted Expense:** No

**Submitted By:** Marty Tompkins, Undersheriff

**Contact:** Marty Tompkins, Undersheriff

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** To provide supplemental salary to Law Enforcement and corrections officers. Funds provided to the County by The State of Florida

**Options:** None

**Attachments:**

# Sheriff



WAYNE PADGETT – TAYLOR COUNTY

108 N. Jefferson Street, Suite 103 • Perry, Florida 32347  
850-584-4225 • 1-800-800-4740  
Dispatch 1-800-669-7123

June 27, 2022

## Budget Amendment Request

Taylor County Board of County Commissioners:

The Taylor County Sheriff's Office request that our budget be amended by \$72,250.00, for the final quarter of this budget year, (July-Sept 2022) for State equalization funds for Sworn officers. This is one of four quarterly payments provided by the State that will total \$289,000.00. Once the contract is signed and all documentation requested by FDLE returned to them, the funds will be released to the Board of County Commissioners. FDLE will be the point of contact for this appropriation. Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Marty Tompkins". The signature is stylized with a large, looping "M" and a long, sweeping "T".

Marty Tompkins, Undersheriff

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF A BUDGET TRANSFER FROM AIRPORT ENTERPRISE RESERVE FUND FOR FUEL PURCHASE.

**MEETING DATE REQUESTED:**

JULY 11, 2022

**Statement of Issue:** TO ALLOW FOR FUEL PURCHASING THROUGH FISCAL YEAR END.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$4,900

**Budgeted Expense:** NO

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

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** FUEL EXPENDITURES WERE NOT SUFFICIENTLY BUDGETED FOR THE CURRENT FISCAL YEAR DUE TO THE RISING COST OF FUEL. IN ORDER TO CONTINUE FUEL SALES AT THE AIRPORT THE COUNTY ADMINISTRATOR IS REQUESTING APPROVAL OF A TRANSFER FROM AIRPORT ENTERPRISE RESERVES. THERE IS SUFFICIENT FUNDING IN THE RESERVE FUND TO ALLOW FOR TRANSFER.

**Options:** N/A

**Attachments:** EXPENDITURE REPORT FOR AIRPORT ENTERPRISE RESERVE



SUNGARD PENTAMATION, INC.  
DATE: 07/05/2022  
TIME: 14:24:36

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 9  
AUDIT21

SELECTION CRITERIA: orgn.fund='401'  
ACCOUNTING PERIODS: 1/22 THRU 10/22

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 401 - AIRPORT ENTERPRISE FUND  
FD/DEPT - 4020 - AIRPRT ENTERPRISE RESERVE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
401-540-542-4020-4020 - AIRPRT ENTERPRISE RESERVE										
59900				RESERVE FOR CONTINGENCY		.00	.00	.00	BEGINNING BALANCE	
	10/01/21	11-1				30,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL				RESERVE FOR CONTINGENCY		30,000.00	.00	.00		30,000.00
59910				RESERVE CASH BAL NEXT FY		.00	.00	.00	BEGINNING BALANCE	
	10/01/21	11-1				10,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL				RESERVE CASH BAL NEXT FY		10,000.00	.00	.00		10,000.00
59915				RESERVE-CAPITAL PROJECTS		.00	.00	.00	BEGINNING BALANCE	
	10/01/21	11-1				214,926.00			POSTED FROM BUDGET SYSTEM	
TOTAL				RESERVE-CAPITAL PROJECTS		214,926.00	.00	.00		214,926.00
59920				RESERVE FOR EQUIPMENT		.00	.00	.00	BEGINNING BALANCE	
	10/01/21	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL				RESERVE FOR EQUIPMENT		.00	.00	.00		.00
TOTAL TOTL/DEPT - AIRPRT ENTERPRISE RESERVE						254,926.00	.00	.00		254,926.00

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:** Use of Taylor County Sports Complex for Upward Flag Football



**MEETING DATE REQUESTED:** July 11, 2022

**Statement of Issue:** The board to consider approval of request to approve agreement with Crosspoint Baptist Fellowship for the use of six fields for the 2022 season of Upward Flag Football.

**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:** Crosspoint Baptist Church is requesting use of the Taylor County Sports Complex/Glenn Ratliff Memorial Park from August 16, 2022-September 15, 2022 for flag football games. Practices will begin mid-July at the Sports Complex. Taylor County will be responsible for Concessions and field preparation and maintenance.

**Options:**

**Attachments:** Facility Use Agreement for Upward Flag Football



## 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, ext. 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

### TAYLOR COUNTY SPORTS COMPLEX FACILITY USE AGREEMENT

1. This Agreement is made and executed this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called "County" and the **Crosspoint Baptist Fellowship**, Perry, Florida 32347, hereinafter called "League".
  2. County hereby leases to League and League hereby rents from County, the following described space:  
  
Six (6) Fields \_\_\_\_\_
  3. The said space is leased for a term from **August 16<sup>th</sup>, 2022** to **September 15<sup>th</sup>, 2022**.
  4. The fee shall be \$0.00 for the above term. The deposit for damages shall be \$0.00.
  5. League shall use and occupy the premises for **UPWARD FLAG FOOTBALL**. County represents that the premises may lawfully be used for such purpose.
  6. League shall provide County with the following no less than 30 days prior to the first scheduled game/event:
    - a. Complete description and physical dimensions of playing fields required by the league. County will accommodate League's request for fields/facilities to maximize the use of the Sports Complex for other Leagues and the public. The final placement of playing fields shall be determined by the County.
    - b. Complete schedule of games/events.
    - c. At least 3 points of contact for the league (phone number and email addresses). At least one contact must be present at every scheduled game/event.
- CRYSTAL MILLER 850-843-2161, TODD HOLMES 850-253-5524, EDDIE PRIDGEON 850-843-0518**
- d. Complete league rules and disciplinary procedures.
  7. League shall pay fee to County at County's above-stated address, or at such other place as County may designate in writing.
  8. County is solely responsible to maintain said premises to "game conditions" during the term of this agreement.
  9. League is solely responsible for the administration and operation of the League, to include, but not be limited to, participant registration and qualification, game official scheduling, crowd control, enforcement of league and park rules. League policies, procedures, or rules may not conflict with County policies, procedures, rules, or ordinances. County is not responsible for and will not administer or enforce league rules, policies, or procedures. Complaints received by the County beyond issues of field/facility

maintenance and upkeep will be directed to a representative of the League.

10. League shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. Damages to the premises beyond normal wear and tear shall be handled in the following way. For the purpose of this section, the failure to properly dispose garbage/refuse within designated containers shall be determined to be damage beyond normal wear and tear.
  - a. First Offense – League is given a verbal warning.
  - b. Second Offense – League is given a written warning detailing the damages and the real costs to the department to make the necessary repairs.
  - c. Third Offense and beyond – League is invoiced for actual costs incurred by the department to repair damages, to include staff time, equipment use, and supplies. The posted damage deposit shall be the first source of reimbursement until such deposit is exhausted.
11. League shall not, without first obtaining the consent of County, make any alterations, additions or improvements in, to or on and about the premises.
12. To offset its maintenance costs, County reserves the right to collect a reasonable admission fee at all scheduled League games/events. In consideration of offsetting the League's administration and operating costs, League may request the County waive this right and charge and collect its own reasonable admission fee at all scheduled League games/events. Such waiver request must be made in writing and must be received by the County no later than 7 days prior to the first scheduled game/event.
13. No private concessionaires will be permitted on the grounds of the Taylor County Sports Complex without written approval from the County. As a condition of approval, League shall present proof of insurance and compliance with all applicable local, state, and federal laws and permits for each concessionaire.
14. League shall not, without first obtaining the written consent of County, assign, mortgage, pledge or encumber this agreement, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of League, and on every person or agency to whom League's interest under this agreement passes by operation of law.
15. County may enter the premises at any reasonable time on reasonable notice to League for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as County deems necessary or desirable.
16. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
17. County covenants that League shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this agreement.
18. This Agreement shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.
19. Failure to comply with and/or perform the requirements of this agreement must be immediately documented and noticed to the offending party. The offending party shall be given a reasonable amount of time, but not to exceed 10 business days, to correct the offense. If after 10 business days the offense remains, this agreement will be considered cancelled. In the event of cancellation as a result of an offense by the League, then the fee and deposit shall be forfeited and all future games shall be cancelled. In the event of cancellation as a result of an offense by the County, then the fee and deposit shall be refunded to the League and all future games shall be cancelled.
20. League will provide to the County a statement of liability from their insurance carrier and shall indemnify the County, its agents, employees from any liability as a result of the use of the premises. The League shall

require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the league/event.

COUNTY:

LEAGUE

\_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
PRESIDENT / LEAGUE OFFICIAL

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

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

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

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

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

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

My Commission Expires:

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold the first of two public hearings at 6:10 PM to discuss and receive public input for the possible grant submission to the 2023-2024 funding cycle of the Florida Recreation Development Assistance Program (FRDAP). The Board had previously expressed interest in submitting a grant application requesting funding assistance for the construction of a softball field at Taylor County Sports Complex and associated improvements.

**MEETING DATE REQUESTED:** July 11, 2022

**Statement of Issue:** The Board to receive public input and discuss the possible grant submission to the upcoming funding cycle of the FRDAP program.

**Recommended Action:** Approve moving forward with submission of a grant application to the 2023-2024 FRDAP funding cycle. If approved, the second public hearing will be held Tuesday, July 19, 2022 at 9:00 AM.

**Fiscal Impact:** The maximum grant award amount is \$200,000. If the Board should choose to move forward with the Sports Complex grant application, the project has an estimated cost of \$492,000. The Board would be required to provide a match of \$292,000 if the County is awarded a grant. The match will not be required until FY 2023-2024. The County would have three years to complete the project and expend the funds.

**Budgeted Expense: Y/N** Not applicable

**Submitted By:** Melody Cox, Grant Writer

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County is eligible to submit two grant applications FY 2023-2024 to the FRDAP program. The County is eligible to have three open FRDAP grants and currently has one open grant- Southside Park (\$50,000). The proposed Sports Complex grant application will be requesting funding assistance for the construction of a new softball field at Taylor County Sports Complex and associated amenities,

**which include: security lighting, parking improvements, picnic area, landscaping, and nature study kiosk. The application will also include basketball court improvements.**

**Taylor County has funded numerous projects in the past with FRDAP funds which include Southside Park, Hodges Park, Taylor County Sports Complex (6 phases), Steinhatchee Community Center Park and Pier, Taylor County horse arena at Forest Capital Hall, and Keaton Beach Coastal Park.**

**Attachments:**

**Notice of Grant Application Submission Period For The Florida Recreation Development Assistance Program.**

## Miscellaneous

### **DEPARTMENT OF ENVIRONMENTAL PROTECTION** **Division of Recreation and Parks**

#### **NOTICE OF GRANT APPLICATION SUBMISSION PERIOD FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**

The Department of Environmental Protection (Department) will accept Fiscal Year 2023-2024 grant applications, in accordance with Rules 62D-5.053 through 62D-5.059, Florida Administrative Code (F.A.C.), from local governments requesting funding awards from the Florida Recreation Development Assistance Program (FRDAP) established pursuant to Section 375.075, Florida Statutes (F.S.) to acquire or develop land for public outdoor recreation purposes.

**APPLICATION SUBMISSION PERIOD:** August 1- August 31, 2022. Applications can now be submitted through the Department's Grantee Portal (Portal) at <https://fddep.force.com/grants/s/>. The Portal will not accept any applications submitted after 5:00 p.m. on August 31, 2022. Incomplete applications will not be considered.

**ELIGIBLE APPLICANTS:** All local governments with the legal responsibility for providing outdoor recreation sites and facilities for the use and benefit of the public may submit FRDAP applications during the application submission period. A local government entity is a county government, municipality (incorporated city, town, or village), or an independent special district of the State of Florida with legal responsibility for providing outdoor recreation sites and facilities for use and benefit of the general public.

**MAXIMUM GRANT REQUEST:** The maximum grant request may not exceed \$200,000.00. An applicant's request for grant funds may be revised by the Department based on the availability of program funds. Grant awards are contingent upon appropriation by the Florida Legislature.

**APPLICATION INFORMATION:** Applications for funding must be made on Application Form DRP-106 through the Department's Grantee Portal following procedures outlined in Rule 62D-5.056, F.A.C. The Application Instructions Guide and Application Form for Fiscal Year 2022-2023 submissions, as well as copies of the Rule Chapter may be obtained at <https://floridadep.gov/Grants> or you may contact FRDAP staff via email [Tamika.Bass@FloridaDEP.gov](mailto:Tamika.Bass@FloridaDEP.gov), [Angie.Bright@FloridaDEP.gov](mailto:Angie.Bright@FloridaDEP.gov) or by phone (850) 245-2501, or U.S. Mail at Department of Environmental Protection, Land and Recreation Grants Section, 3900 Commonwealth Boulevard, Mail Station 585, Tallahassee, Florida 32399.

**PROGRAM DESCRIPTION:** FRDAP is a competitive grant program that provides financial assistance to local governments for the development or acquisition of land for public outdoor recreation purposes.

**APPLICATION WEBINAR:** In conjunction with the beginning of the application cycle, FRDAP staff will host a webinar to provide technical assistance to potential grant applicants in understanding the application processes for both development and acquisition projects.

**DATE AND TIME:** Wednesday, June 22, 2022, beginning at 10 AM.

**PLACE:** Interested parties may participate via GoToWebinar:

Please register IN ADVANCE at <https://attendee.gotowebinar.com/register/3959914640516301323>.

*After registering, you will receive a confirmation email from [customercare@gotowebinar.com](mailto:customercare@gotowebinar.com) containing information about joining the webinar.*

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Linda Reeves, (850) 245-2501. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).



**TAYLOR COUNTY BOARD OF COMMISSIONERS****County Commission Agenda Item****SUBJECT/TITLE:**

COMMISSIONERS TO REVIEW AND APPROVE PROPERTY EXCHANGE IN ASSOCIATION WITH THE PROPOSED DEADMAN'S CURVE REALIGNMENT.

(13)

**MEETING DATE REQUESTED:**

July 11, 2022

**Statement of Issue:**

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

**Recommended Action:** Staff recommends that the Commission approve the contract(s) for exchange of real property to enable the realignment of Deadman's Curve along County Road 361 (Beach Rd) including adopting a Resolution authorizing such exchange. Additionally, Staff recommends further authorizing the \$2,300 cost associated with title and attorney fees.

**Fiscal Impact:**

FISCAL YR 2021/22 - \$2,300.00

**Budgeted Expense:**

FUNDING AVAILABLE

**Submitted By:**

ENGINEERING DIVISION

**Contact:**

COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:**

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

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

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

purchase. The attached contracts embody this transfer and detail the legalities of the process. Similarly to the previous acquisition (Nemeth) there is a cost of completion isolated to the title and closing fees. Staff is recommending approval of the contracts, cost of closing and adoption of the associated Resolution memorializing the exchange.

**Options:**

- 1) Accept and approve the contract(s) for exchange of real property and associated costs to enable the realignment of Deadman's Curve along County Road 361 (Beach Rd) including adopting a Resolution authorizing such exchange.
- 2) Deny the proposed contract approvals and accompanying Resolution stating reasons for such denial.

**Attachments:**

Property Exchange Resolution  
Property Transfer Contracts

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

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

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

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

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

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

**PASSED AND RESOLVED** this \_\_\_\_ day of July, 2022.

\_\_\_\_\_  
THOMAS DEMPS, CHAIRPERSON  
TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

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

## Vacant Land Contract

1. **Sale and Purchase ("Contract"):** The Clark Properties of Taylor County, LLC  
("Seller") and Taylor County, Florida  
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:  
Address: a Portion of 16110 Beach Rd., Perry, FL 32348  
Legal Description: \_\_\_\_\_  
See attached Exhibit A  
\_\_\_\_\_  
\_\_\_\_\_  
SEC 10 /TWP / 07 /RNG 07 of Taylor County, Florida. Real Property ID No.: a portion of 06580-000 & 06580-025  
including all improvements existing on the Property and the following additional property: \_\_\_\_\_
2. **Purchase Price:** (U.S. currency) ..... \$ 13,455.00  
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
Escrow Agent's Name: The Curtis Law Firm, P.A.  
Escrow Agent's Contact Person: Laurel LaValle  
Escrow Agent's Address: 103 N Jefferson St, Perry, FL 32347  
Escrow Agent's Phone: 850-584-5299  
Escrow Agent's Email: laurel@thecurtislawfirm.com
- (a) Initial deposit (\$0 if left blank) (Check if applicable)  
☐ accompanies offer  
☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
after Effective Date ..... \$ 0.00
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ 0.00
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ 0.00
- (d) Other: ..... \$ 0.00
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
to be paid at closing by wire transfer or other Collected funds ..... \$ 13,455.00
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_  
prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
calculation: \_\_\_\_\_
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if  
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer  
has signed or initialed and delivered this offer or the final counter-offer.
4. **Closing Date:** This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically  
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
other items.
5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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

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

- (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
- (b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.
- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_% ☐ an adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

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

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

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

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

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

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

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

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

(Check one)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Seller Costs:**

Taxes on deed  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 8)  
Estoppel Fee(s)  
Other: \_\_\_\_\_

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Title evidence (if applicable under Paragraph 8)  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey  
Insurance  
Other: \_\_\_\_\_

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

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

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

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

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Seller's Sales Associate/License No.**

\_\_\_\_\_  
**Buyer's Sales Associate/License No.**

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Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

340  
341  
342\*  
343\*  
344\*

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

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other \_\_\_\_\_

345\*

**23. Additional Terms:** \_\_\_\_\_

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347

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

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

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***Buyer will pay \$2,300.00 of the seller's attorney fees for clearing title.***

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#### COUNTER-OFFER/REJECTION

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363  
364\*

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

☐ Seller rejects Buyer's offer

365  
366

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

367\*

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

368\*

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

369\*

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

370\*

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

371

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

372\*

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

373\*

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

374\*

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

375\*

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

376\*

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

377\*

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

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

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

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

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

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## EXHIBIT "A"

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

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

ALSO;

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

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

ALSO;

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

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

## Vacant Land Contract

- 1\* **1. Sale and Purchase ("Contract"):** Taylor County, Florida  
2\* ("Seller") and The Clark Properties of Taylor County, LLC  
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as:  
5\* Address: a Portion of 16110 Beach Rd., Perry, FL 32348  
6\* Legal Description: \_\_\_\_\_  
7 See attached Exhibit A  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11\* SEC 10 /TWP /07 /RNG 07 of Taylor County, Florida. Real Property ID No.: A portion of 06582-000  
12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
13\* \_\_\_\_\_
- 14\* **2. Purchase Price:** (U.S. currency) ..... \$ 11,373.78  
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
16\* Escrow Agent's Name: The Curtis Law Firm, P.A.  
17\* Escrow Agent's Contact Person: Laurel LaValle  
18\* Escrow Agent's Address: 103 N Jefferson St, Perry, FL 32347  
19\* Escrow Agent's Phone: 850-584-5299  
20\* Escrow Agent's Email: laurel@thecurtislawfirm.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
22\* ☐ accompanies offer  
23\* ☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
24\* after Effective Date ..... \$ 0.00
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
26\* ☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
27\* ☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ 0.00
- 28\* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ 0.00  
29\* (d) Other: ..... \$ 0.00
- 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
31\* to be paid at closing by wire transfer or other Collected funds ..... \$ 11,373.78
- 32\* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
33\* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_  
34\* prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
37\* calculation: \_\_\_\_\_
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
39\* delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if  
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer  
42 has signed or initialed and delivered this offer or the final counter-offer.
- 43\* **4. Closing Date:** This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically  
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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

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

- (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
- (b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.
- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_% ☐ an adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

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

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

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

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

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

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

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

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

(Check one)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

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

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Seller's Sales Associate/License No.**

\_\_\_\_\_  
**Buyer's Sales Associate/License No.**

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

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Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

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

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

**23. Additional Terms:** \_\_\_\_\_

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

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

#### COUNTER-OFFER/REJECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## EXHIBIT "A"

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

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

ALSO;

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

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

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:** Letter of Support- DISC Village



**MEETING DATE REQUESTED:** 7/11/2022

**Statement of Issue:** Letter of Support for DISC Village

**Recommended Action:** Signature of Support from County Commissioners

**Fiscal Impact:** None

**Budgeted Expense:** None

**Submitted By:** DISC Village, Inc.

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**



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DISC VILLAGE

**Jennifer Travieso, MSW**

Director Of Adult Services

[jennifer.travieso@discvillage.org](mailto:jennifer.travieso@discvillage.org)

850.717.9857 OFFICE  
850.528.5055 CELL  
850.414.6876 FAX

1000 West Tharpe Street Suite 14  
Tallahassee, Florida 32303

[www.discvillage.org](http://www.discvillage.org)

July 1, 2022

Representative Jason Shoaf  
1401 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300

Dear Representative Shoaf,

I am writing you this letter of support on behalf of DISC Village, Inc. to advocate for selection of a Local Support Grant through the House Appropriations Committee. I believe this private, nonprofit social services agency is deserving of this grant because it provides critical behavioral health services to our residents of Taylor County. I know you have sponsored bills recently supporting expansion of substance use and mental health services in your district, which makes DISC Village an excellent fit for a Local Support Grant.

DISC Village has been providing innovative prevention, treatment, and recovery services for over 50 years. When Taylor County residents find themselves in need of guidance and hope for behavioral health concerns, DISC Village has been a community partner guiding them towards a path to recovery.

I support DISC Village's work to ensure all individuals can access the highest quality behavioral health services in our local community. Through thoughtful innovations such as telehealth counseling and Medication Assisted Treatment for Opioid Use Disorder, they have ensured that our community members have access to low-cost, accredited, treatment services no matter their location, socioeconomic level, or diagnosis.

With this one-time non-recurring funding, DISC Village will implement infrastructure upgrades to its data management systems that will allow for the adoption of a HIPAA-compliant electronic health record (EHR) system. This transition will take a client's paper file and safely manage and connect clients with critical services in a cloud based, HIPPA compliant environment. A few of the results will look like, but not limited to, timely admissions into Residential treatment programs, improved communications between families, caregivers and case managers, and accurate documentation of collaboration between rural services providers accessible for clients regardless of their location. That is why your support for DISC Village's Local Support Grant request is so important to continue their efforts. Their services impact our community members who face day-to-day challenges they cannot overcome on their own. From past experience to more recent demonstrations of achievement, my signature below represents my greatest confidence that DISC Village will again, with your help and support, provide meaningful technological improvements to our behavioral health system of care in Taylor County.

Thank you,

COMMISSIONER NAME

P:

E:

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## *County Commission Agenda Item*

**SUBJECT/TITLE:**

**Taylor Senior Citizens Center, Inc.  
Florida House of Representatives/Grant Request**



**MEETING DATE REQUESTED:**

**July 11, 2022**

**Statement of Issue:** Letter of Support for Local Support Grant Request  
**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Mary Jane Hewitt

**Contact:** Mary Jane Hewitt/Executive Director

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** See Letter Draft



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

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

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

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

July 5, 2022

Representative Jason Shoaf  
1401 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300

Dear Representative Shoaf,

Taylor County Board of County Commissioners supports Taylor Senior Citizens Center, Inc in their preparation and submittal of the Florida House of Representatives local support grant.

Our local Senior Center plays a very important role in providing services to the elderly population of our county.

Sincerely,

Thomas Demps  
Chairperson

**Taylor County Board of County Commissioners**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** Request to Appoint BCC Member to Fill in During Absence of Supervisor of Elections



**MEETING DATE REQUESTED:** 7/11/2022

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Dana Southerland, Supervisor of Elections

**Contact:** Dana Southerland, Supervisor of Elections

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

*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

June 30, 2022

VIA E-MAIL AND REGULAR MAIL

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

Dear LaWanda:

Please find enclosed:

1. A letter I received from Ms. Ball, the Taylor County School Board Attorney.
2. A copy of the School Board's Resolution
3. A proposed Notice of Referendum Election

This needs to be put on the agenda so the Board can request it be put on the ballot for the general election on November 8, 2022.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)  
Ms. Angela Ball (via e-mail)  
Hon. Dana Southerland (via e-mail)

**ANGELA M. BALL, P.A.**

Attorney At Law  
615 N. Jefferson Street  
Perry, Florida 32347  
850-584-8960  
angela@angelaballpa.com

Post Office Box 734  
Perry, Florida 32347  
850-584-8960

**Please Reply to Perry**

2625 Mahan Drive  
Tallahassee, Florida 32308  
Fax 888-471-4123 (toll free)

June 29, 2022

Via email and regular  
U.S. Mail

Conrad Bishop, Esq.  
P. O. Box 167  
Perry, Florida 32348

RE: Referendum requested by the Taylor County School Board

Dear Conrad:

Please find enclosed a resolution passed by the School Board at its regular meeting on June 21, 2022.

Could you please present this matter to the Board of County Commissioners so that they can request placement on the ballot for the general election on November 8<sup>th</sup>, 2022.

Should you need anything further from me, please advise.

Very truly yours,

  
Angela M. Ball

AMB/me

enclosure

**A RESOLUTION OF THE SCHOOL BOARD OF TAYLOR COUNTY  
COUNTY, FLORIDA, CALLING FOR A REFERENDUM TO BE HELD  
ON NOVEMBER 8, 2022  
FOR THE PURPOSE OF SUBMITTING TO THE  
DULY QUALIFIED ELECTORS OF TAYLOR COUNTY, FLORIDA  
A QUESTION REGARDING THE SCHOOL BOARD'S AUTHORITY TO  
CONTINUE AN ANNUAL LEVY OF 0.25 MILLS FOR SCHOOL  
OPERATIONAL PURPOSES FOR THE NEXT FOUR FISCAL YEARS  
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2027; PROVIDING  
FOR AN OFFICIAL BALLOT, PROPER NOTICE OF SUCH ELECTION  
AND AN EFFECTIVE DATE.**

**BE IT RESOLVED** by the School Board of Taylor County, Florida ("Board"), acting as the governing body of the School District of Taylor County, Florida ("District"), as follows:

**SECTION 1. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to 1011.71, Florida Statutes, and other applicable provisions of law.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

A. All School Boards in the State of Florida, including this Board, have experienced drastic funding reductions in recent years while operating expenses continue to rise.

B. In the School District of Taylor County, operational expenses have increased, and capital expenditures are anticipated to increase based upon the goal to improve technology and create the "digital classroom" model promoted by the Department of Education.

C. As authorized by Section 1011.71, Florida Statutes, this Board determined, by super majority vote, to levy an additional 0.25 mills for "Critical Needs Millage" for the 2010-2012 through 2014 fiscal years in an effort to preserve critical capital needs of the District while enduring declining state revenues. Such measure was extended by legislative authority through 2015. Thereafter, the citizens of Taylor County approved the continued levy through July 2023 during the General Election in November 2018.

**SECTION 3. LEVY OF AD VALOREM TAX MILLAGE.** Subject to approval by the duly qualified electors of Taylor County at a referendum held as provided in Section 1011.73(2), Florida Statutes, the School District of Taylor County, Florida has the authority to continue levy of 0.25 mills for school operational purposes of the District for 2023-2024 through 2026-2027, fiscal years in an effort to preserve school operational needs of the District while enduring declining state revenues.



**SECTION 4. REFERENDUM; NOTICE OF ELECTION.** The Board hereby calls a referendum to be held throughout Taylor County, Florida on November 8, 2022, for the purpose of submitting to the duly qualified electors of Taylor County the question set forth herein. The Board hereby requests the Taylor County Board of County Commissioners (i) to approve the date for the referendum and (ii) to direct the Supervisor of Elections of Taylor County to place on the ballot the statement(s) contained in the "Notice of Referendum Election" attached hereto as Exhibit "A", and to conduct said election pursuant to the provisions of the election laws of the State of Florida. Not less than thirty (30) days notice of said election shall be given by publication in a newspaper of general circulation throughout the District. Such publication shall be made at least twice, once in the fifth week and once in the third week prior to the week of November 8, 2022 which notice shall be substantially in the form attached hereto as Exhibit "A" together with such additional information as the Supervisor of Elections of Taylor County shall require. Any reasonable costs associated with the publication of the Notice of Referendum Election shall be paid by the School Board.

**SECTION 5. OFFICIAL BALLOT.** The ballots to be used in the referendum election shall contain a statement relating to the authority of School Board of Taylor County, Florida, to levy 0.25 mills for school operational purposes of the District for the 2023-2024, 2024-2025, 2025-2026 and 2026-2027, fiscal years and shall be in substantially the following form:

**OFFICIAL BALLOT**

**School District of Taylor County, Florida  
Referendum Election – November 8, 2022**

**REFERENDUM REGARDING THE AUTHORITY OF THE SCHOOL BOARD TO  
CONTINUE LEVY FOR SCHOOL OPERATIONAL PURPOSES**

Shall the School Board have the authority to continue the levy of 0.25 mills for school operational purposes to fund teachers, as well as technology and academic programs for the fiscal years beginning July 1, 2023 and ending June 30, 2027.

\_\_\_\_\_ YES = FOR giving the authority to the school board to continue levy of 0.25 mills for the next four (4) fiscal years.

\_\_\_\_\_ NO = AGAINST giving the authority to the school board to continue levy of 0.25 mills for the next four (4) fiscal years.

**SECTION 6. ABSENTEE VOTING; EARLY VOTING.** Absentee and early electors participating in said referendum shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to absentee and early voting, which shall have printed thereon the question hereinabove set forth, with proper place for voting either

"YES = FOR giving the authority to the school board to continue levy of 0.25 mills for the next 4 fiscal years" or "NO = AGAINST giving the authority to the school board to levy of 0.25 mills for the next 4 fiscal years" following the statement of the question aforesaid.

**SECTION 7. REFERENDUM RESULTS.** If a majority of the ballots cast at such election shall be "YES = FOR giving the authority to the school board to continue levy of 0.25 mills for the next 4 fiscal years", the School Board shall have the authority to continue levy of 0.25 mills for the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 fiscal years.

**SECTION 8. SEVERABILITY.** In the event that any word, phrase, clause, sentence, or paragraph of this Resolution shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence, or paragraph.

**SECTION 9. REPEALING CLAUSE.** All Resolutions in conflict or inconsistent with this Resolution are repealed insofar as there is conflict or inconsistency.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** at a Regular Meeting of the School Board of Taylor County, Florida,  
The 21st day of June, 2022 with a quorum present and voting.

**SCHOOL BOARD OF TAYLOR  
COUNTY, FLORIDA**

By: Danny Lundy  
Danny Lundy, Chairman

APPROVED

JUN 21 2022

ATTEST:

Paul Dyal  
Paul Dyal  
Superintendent of Schools  
School Board of Taylor County, Florida

By Taylor County  
School Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

Angela M. Ball  
Angela M. Ball  
Board Attorney

EXHIBIT "A"

NOTICE OF REFERENDUM ELECTION IN TAYLOR COUNTY, FLORIDA  
ON November 8, 2022

NOTICE IS HEREBY GIVEN THAT A REFERENDUM ELECTION has been called by the School Board of Taylor County Florida and will be held from 7:00 a.m. until 7:00 p.m. on November 8, 2022, in Taylor County, Florida at which time there shall be submitted to the duly qualified electors of Taylor County Florida, as more specifically described and provided for in a Resolution of the School Board of Taylor County, Florida adopted \_\_\_\_\_, the following questions published below:

REFERENDUM TO CONTINUE AN AD VALOREM LEVY FOR SCHOOL  
OPERATIONAL NEEDS

Shall the School Board of Taylor County, Florida have the authority to continue to levy 0.25 mills of ad valorem millage dedicated for school operational needs to fund teachers, as well as technology and academic programs for the fiscal years beginning July 1, 2023 and ending June 30, 2027.

\_\_\_\_\_ YES; FOR giving the authority to the school board to continue levy of 0.25 mills for the next four (4) fiscal years.

\_\_\_\_\_ NO; AGAINST giving the authority to the school board to levy of 0.25 mills for the next (4) fiscal years" following the statement of the question aforesaid.

SCHOOL BOARD OF TAYLOR COUNTY, FLORIDA

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

*Danny Lundy*  
Danny Lundy, Chair

Agenda Item Number 5.01(1)

**Taylor County District School Board  
Office of the Superintendent  
Agenda Item for School Board Approval**

Date Submitted 06/07/2022 Board Meeting Date 06/21/2022

Date agenda item is due in the Superintendent's Office 06/10/2022

Person submitting the item: Paul Dyal, Superintendent

Name of document placed on agenda: Resolution for .25 mil

Summary description regarding this action item:

This is the resolution to be sent to the County

Commissioners and the Supervisor of Elections

to be placed on the ballot for voters approval.

APPROVED

JUN 8 1 2022

By Taylor County  
School Board

Signatures Required

Yes ☒ No ☐

Reviewed by:

Director of Finance \_\_\_\_\_

The action described above is provided for and is consistent with relevant contract and grant provisions and the Board approved budget as amended.

Director of Personnel \_\_\_\_\_

The action described above is provided for and is consistent with the Board approved staffing plan and collective bargaining agreements.

Director of Instruction \_\_\_\_\_

The action described above is provided for and is consistent with relevant Federal programs and the Board approved School Improvement, Instructional and Curriculum Plans.

Superintendent \_\_\_\_\_

TCSB # 0607-3

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT AND RESOLUTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

**MEETING DATE REQUESTED:**

JULY 11, 2022

**Statement of Issue:** FOR CONSTRUCTION OF DENNIS HOWELL BRIDGE OVER WARRIOR CREEK.

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** KIRSTEIN DICKS, RIGHT OF WAY AGENT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION HAS REQUESTED APPROVAL OF A 39 MONTH CONSTRUCTION EASEMENT AND RESOLUTION FOR THE REPLACEMENT OF DENNIS HOWELL BRIDGE OVER WARRIOR CREEK.

**Options:** APPROVE/NOT APPROVE

**Attachments:** TEMPORARY CONSTRUCTION EASEMENT  
RESOLUTION  
RIGHT OF WAY MAPS  
PARCEL INFORMATION SHEET



***Florida Department of Transportation***

**RON DESANTIS**  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

**JARED W. PERDUE, P.E.**  
SECRETARY

June 27, 2022

Taylor County  
Attn: LaWanda Pemberton, County Administrator  
201 E. Green Street  
Perry, FL 32347

RE:   Item:           4374231  
      District:       Two  
      County Road: Dennis Howell Road  
      County:       Taylor  
      Parcel:        703

Dear Ms. Pemberton:

The Florida Department of Transportation is acquiring right of way for the construction of the bridge replacement project on Dennis Howell Road over Warrior Creek. The Department is seeking a temporary construction easement from Taylor County.

Attached are copies of the Right of Way Maps, Parcel Information Sheet and Conveyance Document to assist in the conveyance of the interest sought within the project limits.

If you should have any questions or need any further information, please feel free to contact me directly at 386-961-7489 or via email at [Kiersten.Dicks@dot.state.fl.us](mailto:Kiersten.Dicks@dot.state.fl.us).

Sincerely,

*Kiersten M. Dicks*

Kiersten M. Dicks  
Right of Way Agent

TE.12-Date: May 17, 2022

This instrument prepared by  
or under the direction of:

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

PARCEL NO.	703.1
SECTION NO.	38000
F.P. NO.	4374231
COUNTY ROAD	Dennis Howell Road
COUNTY OF	Taylor

### RESOLUTION

ON MOTION of Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, the  
following Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or  
improve County Road- Dennis Howell Road, Section No. 38000, F.P. No. 4374231 in Taylor  
County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Taylor County be used  
temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the County; and

WHEREAS, the State of Florida Department of Transportation has made application to said  
County to execute and deliver to the State of Florida Department of Transportation a temporary  
construction easement, or easements, in favor of the State of Florida Department of  
Transportation, for the purpose of final grading required for the bridge replacement with a box  
culvert, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement,  
drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real  
property described below, with the construction undertaken by the Department on County Road-  
Dennis Howell Road, as part of the above-referenced financial project (collectively the  
"Reconnection Work"), together with related incidental purposes necessary to complete the

Reconnection Work, and said request having been duly considered. \_\_\_\_\_

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Taylor County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$\_\_\_\_\_.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairperson Board of County  
Commissioners  
County of Taylor, Florida

STATE OF FLORIDA

COUNTY OF TAYLOR

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Taylor, Florida, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Clerk Board of County Commissioners  
Taylor County, Florida



08-TE.11-Date: May 17, 2022

This instrument prepared by  
or under the direction of:

Angela Hensel  
Interim Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO.	703.1
SECTION NO.	38000
F.P. NO.	4374231
COUNTY ROAD	Dennis Howell Road
COUNTY OF	Taylor

### TEMPORARY EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between TAYLOR COUNTY, FLORIDA, a political subdivision of the State of Florida, 201  
East Green Street, Perry, Florida 32347, grantor, and the STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its  
successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other  
valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor  
hereby gives, grants, bargains and releases to the grantee, a temporary construction easement  
for the purpose of final grading required for the bridge replacement with a box culvert, tying in,  
conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility,  
driveway, walkway, turnout, and/or other features located on or within the real property  
described below, with the construction undertaken by the Department on County Road: Dennis  
Howell Road, as part of the above-referenced financial project (collectively the "Reconnection  
Work"), together with related incidental purposes necessary to complete the Reconnection  
Work.

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-nine (39) months commencing on the date  
the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Ex-Officio Clerk (or Deputy Clerk)

Taylor County, Florida,  
by Its Board of County Commissioners

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

Print Name: \_\_\_\_\_  
Its Chairperson (or Vice-Chairperson)

## Exhibit "A"

Section No. 38000  
F.P. No. 4374231

County Road: Dennis Howell Road

Taylor County

Parcel No. 703

Temporary Construction Easement

### PART "A"

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

**Commence** At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 08°51'49", An Arc Distance Of 186.80 Feet And A Chord Bearing And Distance Of North 65°19'31" East, 186.61 Feet To A Point Of Tangency; And **The Point Of Beginning**; Thence North 29°06'24" West, Departing The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1,185.00 Feet And The Northerly Right Of Way Line Of Dennis Howell Road. Thence Along Said Curve, Through An Angle Of 10°02'45", An Arc Distance Of 207.77 Feet And A Chord Bearing And Distance Of North 55°52'14" East, 207.50 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 103.58 Feet; Thence Along Said Curve And The Northerly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 103°24'47", An Arc Distance Of 186.95 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 162.59 Feet To A Point Of Tangency; Thence South 25°44'22" East, A Distance Of 34.31 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 315.00 Feet; Thence Along Said Curve And The Easterly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 03°51'01", An Arc Distance Of 21.17 Feet And A Chord Bearing And Distance Of South 23°48'51" East, 21.16 Feet To A Point Of Tangency; And The Northerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection) Thence Departing The Easterly Right Of Way Line Of Dennis Howell Road, Along Said Northwesterly Safe Upland Line, As Referenced By The Following 8 Courses: 1) South 81°36'24" West, 2.65 Feet; 2) South 53°32'58" West, 3.99 Feet; 3) South 13°29'35" West, 0.82 Feet; 4) South 73°40'01" West, 15.29 Feet; 5) North 83°24'58" West, 1.19 Feet 6) North 64°03'21" West, 11.60 Feet; 7) North 55°47'21" West, 4.24 Feet; 8) North 86°42'51" West, 13.63 Feet To A Point Of Tangency; And The Existing Westerly Right Of Way Line Of Dennis Howell Road, Thence Departing The Northerly Safe Upland Line North 25°44'22" West, A Distance Of 33.53 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 58.58 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 103°24'49", An Arc Distance Of 105.73 Feet And A Chord Bearing And Distance Of North 77°26'46" West, 91.95 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 1,230.00 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 10°02'45", An Arc Distance Of 215.66 Feet And A Chord Bearing And Distance Of South 55°52'14" West,

215.38 Feet To A Point Of Tangency; And Departing The Existing Southerly Right Of Way Line Of Dennis Howell Road, North 29°06'24" West, To The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet And **The Point Of Beginning**.

Containing 18,288 Square Feet, More Or Less.

ALSO:

**PART "B"**

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

**Commence** At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 18°54'34", An Arc Distance Of 398.51 Feet And A Chord Bearing And Distance Of North 60°18'08" East, 396.71 Feet; To The Point Of Curvature Of A Curve To The Right Having A Radius Of 81.08 Feet; Thence Along Said Curve, Through An Angle Of 103°24'47", An Arc Distance Of 146.34 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 127.27 Feet To A Point Of Tangency; Thence South 25°44'22" East, Along Said Baseline Of Survey Of Dennis Howell Road, A Distance Of 34.31 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 292.50 Feet; Thence Along Said Curve, Through An Angle Of 09°15'56", An Arc Distance Of 47.30 Feet And A Chord Bearing And Distance Of South 21°06'24" East, 47.25 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 507.50 Feet; Thence Along Said Curve, Through An Angle Of 00°32'04", An Arc Distance Of 4.73 Feet And A Chord Bearing And Distance Of South 16°44'27" East, 4.73 Feet; Being Along The Baseline Of Survey Of Dennis Howell Road And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). **To The Point Of Beginning**; Thence Departing The Baseline Of Survey Of Dennis Howell Road Along Said Southerly Safe Upland Line, As Referenced By The Following 4 Courses: 1) South 38°56'47" East, 0.42 Feet; 2) South 17°27'51" East, 3.85 Feet; 3) North 75°41'45" East, 14.89 Feet; 4) South 60°06'40" East, 11.15 Feet To The Easterly Right Of Way Line Of Dennis Howell Road To The Point Of Curvature Of A Curve To The Left Having A Radius Of 485.00 Feet; Thence Along Said Curve, Through An Angle Of 15°58'46", An Arc Distance Of 135.26 Feet And A Chord Bearing And Distance Of South 26°32'34" East, 134.83 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 80.00 Feet; Thence Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 22.82 Feet And A Chord Bearing And Distance Of South 42°42'11" East, 22.74 Feet To A Point Of Tangency; Thence Departing the Easterly Right Of Way Line Of Dennis Howell Road South 39°07'35" West, A Distance Of 45.00 Feet To The Westerly Existing Right Of Way Line Of Dennis Howell Road And A Point Of Curvature Of A Curve To The Right Having A Radius Of 125.00 Feet; Thence Along The Westerly Existing Right Of Way Line Of Dennis Howell Road And Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 35.65 Feet And A Chord Bearing And Distance Of North 42°42'11" West, 35.53 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 530.00 Feet; Thence Along Said Curve, Through An Angle Of

18°03'32", An Arc Distance Of 167.05 Feet And A Chord Bearing And Distance Of North 25°30'12" West, 166.36 Feet; To The Point Of Curvature Of A Curve To The Left Having A Radius Of 270.00 Feet; Thence Along Said Curve, Through An Angle Of 00°27'09", An Arc Distance Of 2.13 Feet And A Chord Bearing And Distance Of North 16°42'00" West, 2.13 Feet To A Point Of Tangency; And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). Thence Departing the Westerly Existing Right Of Way Line Of Dennis Howell Road Along The Southerly Safe Upland Line As Referenced By The Following 2 Courses: 1) North 80°58'27" East, 20.99 Feet; 2) South 38°56'47" East, 4.49 Feet To The Baseline Of Survey Of Dennis Howell Road And **The Point Of Beginning**.

Containing 8,286 Square Feet, More Or Less.

**Parcel Information Sheet**  
**NOT A DEED - INFORMATION PURPOSES ONLY**

T. S. No. N/A  
R/W Map Sheet No. 3  
Tax Parcel No. N/A

Section No. 38000                      County Road: Dennis Howell Road                      Taylor County  
F.P. No. 4374231

Parcel No. 703

Temporary Construction Easement

A temporary construction easement for the purpose of final grading required for the bridge replacement with a box culvert, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on adjacent County Road: Dennis Howell Road, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

**PART "A"**

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

**Commence** At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 08°51'49", An Arc Distance Of 186.80 Feet And A Chord Bearing And Distance Of North 65°19'31" East, 186.61 Feet To A Point Of Tangency; And **The Point Of Beginning**; Thence North 29°06'24" West, Departing The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1,185.00 Feet And The Northerly Right Of Way Line Of Dennis Howell Road. Thence Along Said Curve, Through An Angle Of 10°02'45", An Arc Distance Of 207.77 Feet And A Chord Bearing And Distance Of North 55°52'14" East, 207.50 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 103.58 Feet; Thence Along Said Curve And The Northerly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 103°24'47", An Arc Distance Of 186.95 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 162.59 Feet To A Point Of Tangency; Thence South 25°44'22" East, A Distance Of 34.31 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 315.00 Feet; Thence Along Said Curve And The Easterly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 03°51'01", An Arc Distance Of 21.17 Feet And A Chord Bearing And Distance Of South 23°48'51" East, 21.16 Feet To A Point Of Tangency; And The Northerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection) Thence Departing The

Easterly Right Of Way Line Of Dennis Howell Road, Along Said Northwesterly Safe Upland Line, As Referenced By The Following 8 Courses: 1) South 81°36'24" West, 2.65 Feet; 2) South 53°32'58" West, 3.99 Feet; 3) South 13°29'35" West, 0.82 Feet; 4) South 73°40'01" West, 15.29 Feet; 5) North 83°24'58" West, 1.19 Feet; 6) North 64°03'21" West, 11.60 Feet; 7) North 55°47'21" West, 4.24 Feet; 8) North 86°42'51" West, 13.63 Feet To A Point Of Tangency; And The Existing Westerly Right Of Way Line Of Dennis Howell Road, Thence Departing The Northerly Safe Upland Line North 25°44'22" West, A Distance Of 33.53 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 58.58 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 103°24'49", An Arc Distance Of 105.73 Feet And A Chord Bearing And Distance Of North 77°26'46" West, 91.95 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 1,230.00 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 10°02'45", An Arc Distance Of 215.66 Feet And A Chord Bearing And Distance Of South 55°52'14" West, 215.38 Feet To A Point Of Tangency; And Departing The Existing Southerly Right Of Way Line Of Dennis Howell Road, North 29°06'24" West, To The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet And **The Point Of Beginning**.

Containing 18,288 Square Feet, More Or Less.

ALSO:

**PART "B"**

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

**Commence** At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 18°54'34", An Arc Distance Of 398.51 Feet And A Chord Bearing And Distance Of North 60°18'08" East, 396.71 Feet; To The Point Of Curvature Of A Curve To The Right Having A Radius Of 81.08 Feet; Thence Along Said Curve, Through An Angle Of 103°24'47", An Arc Distance Of 146.34 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 127.27 Feet To A Point Of Tangency; Thence South 25°44'22" East, Along Said Baseline Of Survey Of Dennis Howell Road, A Distance Of 34.31 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 292.50 Feet; Thence Along Said Curve, Through An Angle Of 09°15'56", An Arc Distance Of 47.30 Feet And A Chord Bearing And Distance Of South 21°06'24" East, 47.25 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 507.50 Feet; Thence Along Said Curve, Through An Angle Of 00°32'04", An Arc Distance Of 4.73 Feet And A Chord Bearing And Distance Of South 16°44'27" East, 4.73 Feet; Being Along The Baseline Of Survey Of Dennis Howell Road And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). To **The Point Of Beginning**; Thence Departing The Baseline Of Survey Of Dennis Howell Road Along Said Southerly Safe Upland Line, As Referenced By The Following 4 Courses: 1) South 38°56'47" East, 0.42 Feet; 2) South 17°27'51" East, 3.85 Feet; 3) North 75°41'45" East, 14.89 Feet; 4) South 60°06'40" East, 11.15 Feet To The Easterly Right Of Way Line Of Dennis Howell Road To The Point Of Curvature Of A Curve To The Left Having A Radius Of 485.00 Feet; Thence Along Said Curve, Through An Angle Of 15°58'46", An Arc Distance Of 135.26

Feet And A Chord Bearing And Distance Of South 26°32'34" East, 134.83 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 80.00 Feet; Thence Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 22.82 Feet And A Chord Bearing And Distance Of South 42°42'11" East, 22.74 Feet To A Point Of Tangency; Thence Departing the Easterly Right Of Way Line Of Dennis Howell Road South 39°07'35" West, A Distance Of 45.00 Feet To The Westerly Existing Right Of Way Line Of Dennis Howell Road And A Point Of Curvature Of A Curve To The Right Having A Radius Of 125.00 Feet; Thence Along The Westerly Existing Right Of Way Line Of Dennis Howell Road And Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 35.65 Feet And A Chord Bearing And Distance Of North 42°42'11" West, 35.53 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 530.00 Feet; Thence Along Said Curve, Through An Angle Of 18°03'32", An Arc Distance Of 167.05 Feet And A Chord Bearing And Distance Of North 25°30'12" West, 166.36 Feet; To The Point Of Curvature Of A Curve To The Left Having A Radius Of 270.00 Feet; Thence Along Said Curve, Through An Angle Of 00°27'09", An Arc Distance Of 2.13 Feet And A Chord Bearing And Distance Of North 16°42'00" West, 2.13 Feet To A Point Of Tangency; And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). Thence Departing the Westerly Existing Right Of Way Line Of Dennis Howell Road Along The Southerly Safe Upland Line As Referenced By The Following 2 Courses: 1) North 80°58'27" East, 20.99 Feet; 2) South 38°56'47" East, 4.49 Feet To The Baseline Of Survey Of Dennis Howell Road And **The Point Of Beginning**.

Containing 8,286 Square Feet, More Or Less.

THIS EASEMENT shall be for a period of thirty-nine (39) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

Parcel Description Verified By: Rhonda Roberson

Date: 03/31/2022

**Title Information**  
**INFORMATION CONTAINED BELOW TO BE VERIFIED BY**  
**RIGHT OF WAY ACQUISITION AGENT**

Based upon a title search through 00/00/0000  
Updated through 00/00/0000

Homestead Property: ☐ Yes ☐ No

Marital Status: ☐ Married ☐ Single ☐ Separated ☐ Other \_\_\_\_\_

Owned By: (08-TE.11) Taylor County, Florida

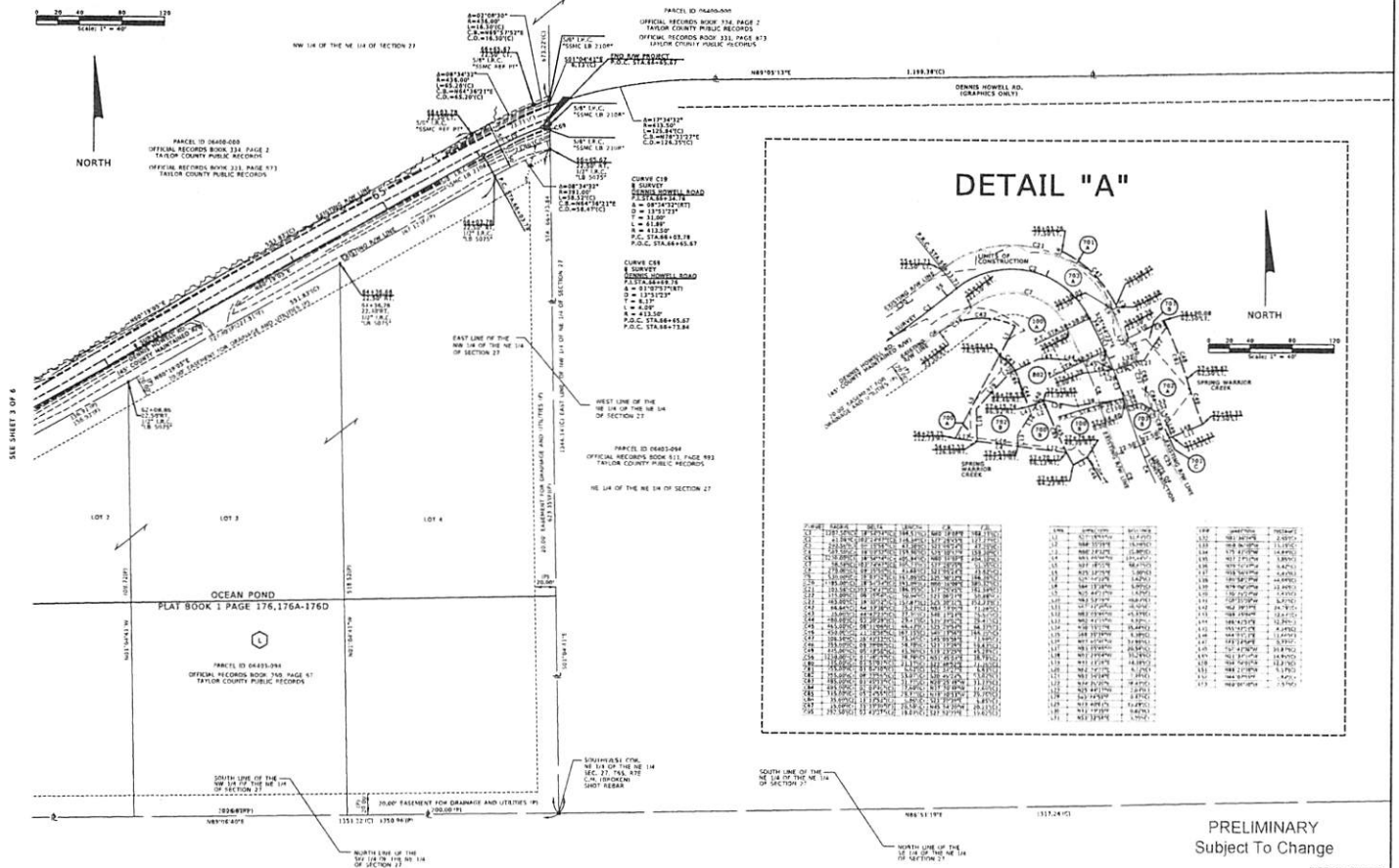
Grantor's Mailing Address: \_\_\_\_\_

SUBORDINATE INTEREST: N/A

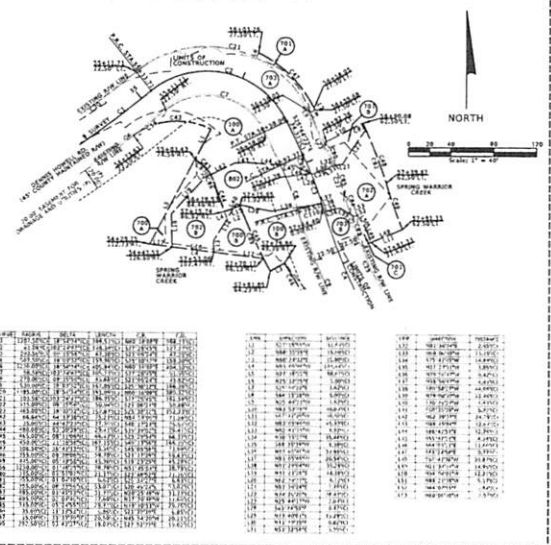




SECTION 27, TOWNSHIP 6 SOUTH, RANGE 7 EAST



DETAIL "A"



PRELIMINARY  
Subject To Change

DETAIL SHEET  
THIS MAP IS NOT A SURVEY  
SEE SHEET 1 FOR GENERAL NOTES  
DENNIS HOWELL ROAD OVER WARRIOR CREEK BRIDGE No. 384029

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY

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

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

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

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

July 6, 2022

VIA E-MAIL

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

Re: Construction easement and resolution for FDOT – re: bridge replacement  
at Dennis Howell Road

Dear LaWanda:

I have reviewed your e-mail plus attachments on the above bridge replacement  
Dennis Howell Road as prepared by FDOT.

Just a note, the temporary easement is for 39 months, but I have no problem  
with the resolution and temporary easement as provided.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** The Board to continue discussions regarding County owned lot located in Keaton Beach.



**MEETING DATE REQUESTED:** July 11, 2022

**Statement of Issue:** To further discuss the proposed sale of County owned properties.

**Recommended Action:**

**Fiscal Impact:** TBD

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 838-3500 X 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board of County Commissioners have voted to sell both County owned parcels located on Marina Drive at Keaton Beach.

The adjacent land owner for the "smaller" of the two lots had expressed an interest in submitted a bid to purchase the lot and inquired if there would be a requirement for a minimum bid. On June 6, 2022, the Board voted to set the minimum price for the lot at \$58,000.

The adjacent property owner has declined to submit a bid for the property.

**Options:** Per Florida State Statute 125.35

**Attachments:** Florida State Statute 125.35



06849-200

06845-000

06844-000

06843-100

06842-150

06842-150

06842-100

ELLIS MOORE DR

06852-000

06852-050

06852-100

06854-000

06853-000

06849-000

06851-100

06851-000

HARRIS RD

06994-500

Select Year: 2021 ▼ 

## The 2021 Florida Statutes

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Title XI  
COUNTY ORGANIZATION AND INTERGOVERNMENTAL  
RELATIONS

Chapter 125  
COUNTY  
GOVERNMENT

View Entire  
Chapter

**125.35 County authorized to sell real and personal property and to lease real property.—**

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding paragraph (a), under terms and conditions negotiated by the board, the board of county commissioners may:

1. Negotiate the lease of an airport or seaport facility;
2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of \$20 million; or
3. Lease a professional sports franchise facility financed by revenues received pursuant to s. [125.0104](#) or s. [212.20](#) which may include commercial development that is ancillary to the sports facility if the ancillary development property is part of or contiguous to the professional sports franchise facility. The board's authority to lease the above described ancillary commercial development in conjunction with a professional sports franchise facility lease applies only if at the time the board leases the ancillary commercial development, the professional sports franchise facility lease has been in effect for at least 10 years and such lease has at least an additional 10 years remaining in the lease term.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal



property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

- (a) Establishment of competition and qualification standards upon which disposition will be determined.
- (b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.
- (c) Identification of the form and manner by which an interested person may acquire county property.
- (d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.
- (e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.
- (f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

**History.**—s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402; s. 8, ch. 2013-213.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider approval of letter of support for the Local Support Grant Program.

**MEETING DATE REQUESTED:**

July 11, 2022

**Statement of Issue:** For the construction of a new fire station in Steinhatchee.

**Recommended Action:** Approve

**Fiscal Impact:** \$1,400,000

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

During the 2022 Legislative Session, the Florida House included a new initiative in the Fiscal Year 2022-2023 General Appropriations Act for a Local Support Grants Program. This program will enable members of the Legislature to request nonrecurring funding for local governments, education entities, or privately operated programs to support local initiatives.

The Board of County Commissioners voted on June 28, 2022 to submit an appropriation request for the construction of a new Fire Station in Steinhatchee. This project was submitted during the 2022 Legislative Session for consideration and was not funded. The deadline for submission is July 15, 2022.

All applications submitted must have a letter of support from the Board of County Commissioners.

**Options:** Approve/Not Approve

**Attachments:** Local Support Grant Appropriation Request  
Letter of Support





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

July 11, 2022

Representative Jason Shoaf  
1401 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300

Dear Representative Shoaf,

This letter supports the application submitted by the Taylor County Board of County Commissioners for the Local Support Grant through the House Appropriations Committee for a Steinhatchee Fire Rescue & Public Safety Facility.

The County would like to construct a Fire Rescue Station to house EMS and serve as a public safety facility. The facility will meet hurricane standards and have a raised elevation due to the Steinhatchee area's predisposition to flooding. Fire Rescue and EMS are working out of three small inadequate structures with a carport. The current structures provide limited protection to the fire engine and emergency response vehicles in inclement weather.

The Fire Rescue and Public Safety facility will provide adequate fire protection and emergency response services to the citizens of Steinhatchee on the south end of the County and to mutual aid partners, particularly in Dixie County. The new facility will significantly improve emergency response times, with first responders located in one facility with adequate parking and storage for equipment. The hardened structure will ensure emergency services are available and can serve as a disaster recovery area during a state of emergency.

The public safety facility will provide the emergency response resources needed for the continuity of operations and rapid recovery during a disaster, allowing businesses to reopen and begin recovery efforts more efficiently and timely. Thank you for considering the Taylor County Fire Rescue and Public Safety Facility grant application and for your continued support on behalf of the citizens of Taylor County.

Sincerely,

Thomas Demps  
Chairperson

**Taylor County Board of County Commissioners**

**The Florida House of Representatives**  
**Local Support Grant Request - Fiscal Year 2022-23**  
For projects meeting the definition of House Rule 5.14

*Only Members of the Florida House of Representatives can officially submit a Local Support Grant Request*  
Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor:**
4. **Details of Amount Requested:**

- a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☒ No
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☒ No
- d. Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds: ☐ Recurring ☐ Nonrecurring

FY:	Input Appropriation for this project for FY 2022-23 (If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2022-23 Local Support Grants (Requests for additional RECURRING funds in Column E are prohibited.)		
Column:	A	B	C	D	E	F
Funds Description	Recurring Funds	Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Nonrecurring plus Recurring Base Funds
Input Amounts			0	0	1,400,000	1,400,000

## The Florida House of Representatives

### Local Support Grant Request - Fiscal Year 2022-23

e. Provide the total cost of the project for FY 2022-23 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Local Support Grant Request	1,400,000	100.0 %		
2. Federal	0	0.0 %	<input type="radio"/> Yes	<input type="radio"/> No
3. State (Excluding the requested Total Amount in #4d, Col F)	0	0.0 %	<input type="radio"/> Yes	<input type="radio"/> No
4. Local	0	0.0 %	<input type="radio"/> Yes	<input type="radio"/> No
5. Other	0	0.0 %	<input type="radio"/> Yes	<input type="radio"/> No
<b>TOTAL</b>	1,400,000	100.0 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ☐ Yes ☒ No

a. How much state funding would be requested after 2022-23 over the next 5 years?

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

**The Florida House of Representatives**  
**Local Support Grant Request - Fiscal Year 2022-23**

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6. Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Financial Services

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ☒ Yes ☐ No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

All deliverable and performance measures will be met within agency timelines and requirements. The County Engineer will provide the design and engineering services as well as serve as the project manager. The Engineer as well as the staff that will be administering the funding have a great deal of grants and project management experience.

7. Requester:

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None

- a. First Name: Not Applicable Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

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**10. Organization or Name of entity receiving funds:**

a. Name: Taylor County Board of Commissioners

b. County (County where funds are to be expended) Taylor

c. Service Area (Counties being served by the service(s) provided with funding)

Taylor County, Dixie County, and the Big Bend Region

**11. What type of organization is the entity that will receive the funds?**

Local Government

If other, please describe:

**12. What is the specific purpose or goal that will be achieved by the funds being requested?**

The County will be constructing a Fire Rescue Station that will also house EMS and serve as a public safety facility. The facility will be constructed to meet hurricane standards and will have a raised based elevation due to the Steinhatchee area being prone to flooding. Currently, Fire Resuce and EMS is working out of three small inadequate structures with a carport. There current structures provide limited protection to fire engine and emergency response vehicles in inclement weather.

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13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
<b>Administrative Costs</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
<b>Operational Costs</b>		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
<b>Fixed Capital Construction/Major Renovation</b>		
Construction/Renovation/ Land/Planning Engineering	All funds will be used for the construction of the Fire Rescue/Public Safety Facility. The County will be providing the land for the facility, and all design, engineering, and project management services.	1,400,000
<b>Total Requested</b>		1,400,000

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14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

Local Government (e.g. police, fire or local government buildings, local roads, etc.)

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? ☐ Yes ☒ No **Water projects skip to #16**

- a. Will this information technology project be managed within a state agency to support state agency program goals? ☐ Yes ☒ No
- b. What is the total cost (all years) to design and build the project?
- c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?
- d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☒ No
- e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

- f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☒ Yes ☐ No

Please describe:

The project has been discussed in numerous public meetings. There is a great deal of need for the facility as Steinhatchee is 39 miles from Perry and the County's primary fire station. Due to the condition of the current buildings during tropical events and periods of flooding, Fire Rescue and EMS are moved out of the area. There are no other support services within the Steinhatchee area.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ☐ Yes ☒ No

Please describe:

400 maximum characters allowed

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18. Will the requested funds be used directly for services to citizens? ☒ Yes ☐ No

*Water projects skip to #19*

a. What are the activities and services that will be provided to meet the purpose of the funds?

The fire rescue facility will serve Steinhatchee, and the south end of the County which covers approximately 400 sq. miles. The facility will also serve nearby Jena in Dixie Co. The facility will house EMS and serve as a disaster recovery staging area. The facility will be constructed to meet hurricane standards to ensure for continuity of operations.

b. Describe the direct services to be provided to the citizens by the funding requested.

Direct services will include fire protection, EMS services, and serve as a disaster recovery staging area. Steinhatchee is located more than 39 miles from the City of Perry and emergency support services. During coastal events, Steinhatchee is often self reliant for extended periods of time due to flooding, storm surge, and debris and/or damage from storms.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- |   |  |
|---|--|
| <input type="checkbox"/> Elderly persons                    | <input type="checkbox"/> Drug users (in health services)   |
| <input type="checkbox"/> Persons with poor mental health    | <input type="checkbox"/> Preschool students  |
| <input type="checkbox"/> Persons with poor physical health  | <input type="checkbox"/> Grade school students   |
| <input type="checkbox"/> Jobless persons                    | <input type="checkbox"/> High school students  |
| <input type="checkbox"/> Economically disadvantaged persons | <input type="checkbox"/> University/College students   |
| <input type="checkbox"/> At-risk youth                      | <input type="checkbox"/> Currently or formerly incarcerated persons                                |
| <input type="checkbox"/> Homeless                           | <input type="checkbox"/> Drug offenders (in criminal Justice)                                      |
| <input type="checkbox"/> Developmentally disabled           | <input type="checkbox"/> Victims of crime  |
| <input type="checkbox"/> Physically disabled                | <input checked="" type="checkbox"/> General (The majority of funds will benefit no specific group) |
| <input type="checkbox"/> Other, please describe:            |  |

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served? >800



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19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health	The new facility will enable fire rescue and EMS to better serve the citizens of Steinhatchee, the southern Taylor County, northern Dixie County and ensure for the continuity of operations at all times.	Reduction of response times to emergencies and the ability to serve citizens at all times including coastal storm and flooding events.
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)	The facility will provide adequate fire protection and emergency response services to the citizens of Steinhatchee, the south end of the County, and those mutual aid is provided to, particularly in Dixie County. The facility will also serve as a disaster recovery staging area.	All emergency response calls are monitored and recorded. Being constructed to meet hurricane standards, the facility will be ready to serve citizens at all times. Having sufficient space and storage will extend the life of fire equipment, apparatus, and vehicles. The elevated structure will protect the facility from flooding.

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Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity	The public safety facility will provide the emergency response resources needed for the continuity of operations and a rapid recovery in the event of disaster. This will allow businesses to reopen and begin recovery efforts more efficiently and more timely.	The method of measuring benefits and outcome will be the recovery time and the reopening of local businesses and services .
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

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Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe) Improve Emergency and Public Safety Services	The new facility will provide adequate space for not only fire rescue but also EMS services which are co-located in the same facility. The facility will also serve as a emergency response/disaster recovery staging area.	Improve emergency response times with first responders being located in one facility with adequate parking and storage for equipment. The hardened structure will ensure emergency services are available at all times and can serve as a disaster recovery area.

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**The questions below are additional questions for water projects only**

20. Have you applied for alternative state funding?
- a. ☐ Wastewater Revolving Loan
  - b. ☐ Drinking Water Revolving Loan
  - c. ☐ Small Community Wastewater Treatment Grant
  - d. ☐ Other (Please describe) \_\_\_\_\_
  - e. ☐ N/A \_\_\_\_\_
21. What is the population economic status?
- a. ☐ Financially Disadvantaged Municipality
  - b. ☒ Rural Area of Critical Economic Concern
  - c. ☐ Rural Community Experiencing Economic Distress
  - d. ☐ N/A
22. What is the status of construction?
- a. ☐ Ready
  - b. ☐ Not Ready
23. What percentage of construction has been completed?  
\_\_\_\_\_ %
24. What is the estimated completion date of construction?  
\_\_\_\_\_

## HOUSE RULE

### ***5.14—Appropriations Project Bills***

(a)(1) For purposes of these rules, the term "appropriations project" means a specific appropriation, proviso, or item on a conference committee spreadsheet agreed to by House and Senate conferees providing funding for:

a. A local government, private entity, or privately-operated program, wherein the specific appropriation, proviso, or item on a conference committee spreadsheet specifically names the local government, private entity, or privately-operated program or the appropriation, proviso, or item is written in such a manner as to describe a particular local government, private entity, or privately-operated program;

b. A specific transportation facility that was not part of the Department of Transportation's 5-year work program submitted pursuant to s. 339.135, Florida Statutes;

c. An education fixed capital outlay project that was not submitted pursuant to s. 1013.60 or s. 1013.64, Florida Statutes, unless funds for the specific project were appropriated by the Legislature in a prior year and additional funds are needed to complete the project as originally proposed;

d. A specified program, research initiative, institute, center, or similar entity at a specific state college or university, unless recommended by the Board of Governors or the State Board of Education in their Legislative Budget Request; or

e. A local water project.

(2) The term does not include an appropriation that:

a. Is specifically authorized by statute;

b. Is part of a statewide distribution to local governments; or

c. Was recommended by a commission, council, or other similar entity created in statute to make annual funding recommendations, provided that such appropriation does not exceed the amount of funding recommended by the commission, council, or other similar entity.

(b) For purposes of these rules, the term "appropriations project bill" means a bill proposing funding for an appropriations project, which must be filed as a stand-alone bill and must be submitted to the House Bill Drafting Service in the form prescribed by the Speaker. Before an appropriations project bill may be filed, an appropriations project request form must be completed and electronically submitted in the form prescribed by the Speaker. An appropriations project bill may not be amended to include any additional appropriations project. An appropriations project bill may only request nonrecurring funds.

(c) Before an appropriations project bill may be placed on a House committee or subcommittee notice, an attestation from the organization or entity for which the associated appropriations project request form was submitted must be filed with the Public Integrity & Elections Committee in the form prescribed by the Speaker. The attestation must include verification under penalty of perjury that the information in the appropriations project request form is true and accurate, that any inaccuracies will be promptly corrected, and that the organization or entity consents to investigation of such information and any matter relevant thereto.

(d) Except as provided in Joint Rule 2, a House bill is out of order if it funds an appropriations project that was not filed as an appropriations project bill that was reported favorably by a House committee or subcommittee. For the purposes of this rule, an appropriations project bill that is approved as part of a consent agenda is considered to be reported favorably by a House committee or subcommittee.

(e) A House bill is out of order if a recurring appropriation is used to fund an appropriations project.

(f) A House bill is out of order if it funds an appropriations project that is not clearly identified.

## **HOUSE RULE**

(g) A House bill is out of order if it funds an appropriations project in an amount less than 50 percent of the amount of funding proposed in an appropriations project bill as originally filed.

(h) The portion of an appropriations project which was funded with recurring funds in the fiscal year 2016-2017 General Appropriations Act as approved by the Governor and funded at the same or lesser amount in subsequent fiscal years is exempt from the requirements of subsections (d) and (e). If recurring funding for an appropriations project is reduced in a conference report on the General Appropriations Act in any fiscal year, the appropriations project may receive no more than the reduced amount of recurring funding in any subsequent fiscal year. If in any year the recurring funds are eliminated in the conference report on the General Appropriations Act as approved by the Governor, the appropriations project may not receive any recurring funding in any subsequent fiscal year.

(i) Appropriations project bills may be considered on a consent agenda.

1. A consent agenda may contain only appropriations project bills, which shall be noticed in accordance with the deadlines in Rule 7.10.

2. By single motion, the chair shall call the vote for all of the bills on the consent agenda. A "yes" vote signifies an affirmative vote on every bill on the consent agenda, with the exception of specific "nay" votes as submitted pursuant to sub-subsection 3.

3. A member wishing to vote against a specific bill or bills included on the noticed consent agenda must file with the committee or subcommittee considering the bill a "Nay Vote - Consent Agenda" form before the chair calls for the vote on the consent agenda. The chair shall announce the "nay" votes on specific bills before calling for the vote on the consent agenda.

4. When reported, bills included on a consent agenda may only be reported favorably or unfavorably, notwithstanding any other rule to the contrary.



# Attestation

## Local Support Grant Request

THE ATTESTATION SHOULD BE COMPLETED AND SIGNED BY THE PRINCIPAL OFFICER OF THE ORGANIZATION OR ENTITY FOR WHICH A LOCAL SUPPORT GRANT REQUEST FORM WAS SUBMITTED. THE PRINCIPAL OFFICER IS THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTING THE DECISIONS OF THE GOVERNING BODY OF THE ORGANIZATION OR ENTITY OR FOR SUPERVISING THE MANAGEMENT, ADMINISTRATION, OR OPERATION OF THE ORGANIZATION OR ENTITY.

I am the \_\_\_\_\_ (title of principal officer) of \_\_\_\_\_ (organization or entity) for which a Local Support Grant Request Form was submitted. I have read such Request Form # \_\_\_\_\_ as published on the Florida House of Representatives website, and I verify that I am fully informed as to the information therein. I declare that all such information is true and accurate OR ☐ (check if correction attached) is true and accurate as corrected in the attached statement.

I am authorized on behalf of the organization or entity listed above to and do consent to investigation of such information and any matter relevant thereto. I agree to provide all documents and other information requested by the Chair of the House Public Integrity & Elections Committee as part of such investigation, including information that may be requested on the organization, ownership, and any beneficiary of the organization or entity on whose behalf project funding has been requested.

If any inaccuracies in the information contained in the Local Support Grant Request Form come to my attention, I agree to promptly correct such information by letter to the House Appropriations Committee.

**Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.**

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

Print name: \_\_\_\_\_ Entity name: \_\_\_\_\_

*The completed and signed attestation, as well as any subsequent letters of correction, should be submitted to the Appropriations Committee by electronic mail to the following address: [apc@laspbs.state.fl.us](mailto:apc@laspbs.state.fl.us).*

*The deadline to submit an Attestation Form is August 10, 2022.*