

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, MARCH 22, 2022
9:00 A.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF OCTOBER 4, 19, 26 (2), NOVEMBER 1, 16, DECEMBER 6 AND 20, 2021.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF DISPOSITION OF ASSET REPORTS, AS AGENDAED BY THE CLERK.
7. THE BOARD TO CONSIDER REQUEST TO RATIFY FUND REALLOCATION REQUEST FROM THE COUNTY TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), REQUESTING \$475,321 BE MOVED FROM THE "CONSTRUCT TAXIWAYS A, E, AND F REALIGNMENTS" PROJECT TO "REHABILITATE RUNWAY 12-30" PROJECT, AS AGENDAED BY MELODY COX, GRANTS WRITER.
8. THE BOARD TO CONSIDER APPROVAL OF AK ASSOCIATES UPDATED PURCHASE, INSTALLATION, AND MAINTENANCE SERVICES CONTRACT, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL OF THE 2022 SPRING E911 RURAL COUNTY MAINTENANCE GRANT APPLICATION, AS AGENDAED BY THE 911 COORDINATOR.
10. THE BOARD TO CONSIDER CONFIRMATION OF AWARD TO ANDERSON COLUMBIA FOR THE GAS PLANT ROAD WIDENING/RESURFACING PROJECT AND CONSIDER REQUEST TO RATIFY COUNTY ADMINISTRATOR'S SIGNATURE UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH PROGRAM, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS/ADVERTISING FOR ROADSIDE RIGHT-OF-WAY MOWING, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:00 A.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.
13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER ADOPTION OF A RESOLUTION TO ABANDON A PORTION OF 1ST. ST NW, LOCATED NORTH OF 5TH. AVE NW, BETWEEN BLOCK 119 & BLOCK 106 IN THE STEINHATCHEE SUBDIVISION (C.D. KING & CO).
14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER ADOPTION OF A RESOLUTION TO ABANDON AN ALLEY IN BLOCK 119 OF THE STEINHATCHEE SUBDIVISION (C.D. KING & CO).
15. THE BOARD TO HOLD THE ANNUAL PUBLIC HEARING, SET FOR THIS DATE AT 9:15 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO UPDATE THE PUBLIC ON THE STATUS OF AND RECEIVE PUBLIC INPUT ON, THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM.

COUNTY ADMINISTRATOR ITEMS:

16. THE BOARD TO CONSIDER PHASE 2 OF THE SPECIAL ASSESSMENT STUDY FOR SOLID WASTE SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE BOARD TO CONSIDER APPROVAL OF EASEMENT AGREEMENT WITH DUKE ENERGY FLORIDA, LLC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
19. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
20. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number: 7439

FROM: TCSOE
Department Name

DEPT 0902
Number

DATE: 3/08/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item EVID Electronic Voter ID Unit	Room # Warehouse	Make VR Systems
Model Compact	Year	Serial Number CE33-13800392
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Trade-In

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Software package no longer capable of upgrading or patching

Location: (required) TCSOE

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Dana Southerland
Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

7638
Board Asset Number:

FROM: TCSOE
Department Name

DEPT 0902
Number

DATE: 3/08/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item EVID Electronic Voter ID Unit	Room # Warehouse	Make VR Systems
Model Compact	Year	Serial Number CE-138 00210
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Trade In

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Software package no longer capable of upgrading or patching

Location: (required) TCSOE

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Dana Samuels
Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify fund reallocation request from the County to FDOT requesting \$475,321 be moved from the "Construct Taxiways A, E, and F Realignments" Project to "Rehabilitate Runway 12-30" Project.

MEETING DATE REQUESTED:

March 22, 2022

Statement of Issue: Board to ratify fund reallocation request from the County to FDOT requesting \$475,321 be moved from the "Construct Taxiways A, E, and F Realignments" Project to "Rehabilitate Runway 12-30" Project.

Recommended Action: Board to ratify fund reallocation request.

Fiscal Impact: If funds are not reallocated, the airport could lose the \$475,321 FDOT funding. These projects are 100% grant funded by FDOT and FAA. There is no match required from the County.

Budgeted Expense: Not applicable

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Construct Taxiways A, E, and F Realignments project is funded 90% by the FAA and 10% by the FDOT. The required funds were coordinated over the past couple of years with the FAA and the County was notified in December that the FAA discretionary funds (approx. \$3M) would not be available this year. We are currently working with the FAA to allocate funds in FY2023. The FDOT funds are currently allocated for this year but cannot be used unless combined with FAA funds. The County is requesting to reallocate these funds to the Rehabilitate Runway 12-30 project to ensure the FDOT funds are not lost since they cannot currently be allocated to the taxiway project and to help account for the 25% increase in construction costs experienced over the past two years.

Attachments: Letter to FDOT.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, 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

March 14, 2022

Ms. Donna Whitney
District Aviation Specialist
Florida Department of Transportation – District 2
1109 South Marion Avenue, MS 2018
Lake City, Florida 32025

Reference: Request to Reallocate Funds
Rehabilitate Runway 12-30 project (FM 436767-1)
Perry Foley Airport, Taylor County, Florida

Dear Ms. Whitney:

Pursuant to our recent coordination regarding the \$475,321 allocated in FY2022 for the Construct Taxiway A, E, and F Realignments project (FM 443552-2), the County is requesting these funds be reallocated to the Rehabilitate Runway 12-30 project (FM 436767-1) for the following reasons:

1. We were recently notified that the FAA discretionary funds programmed for the Construct Taxiway A, E, and F Realignments project in FY2022 are not currently available and an alternate funding scheme is currently being developed with the FAA. This project may not proceed until FY2023 at the earliest.
2. Construction costs have increased by approximately 25% in the past two years due to increased material costs and labor. It appears additional funding will be required to construct this project.

The County stands ready to execute an amendment to the PTGA as soon as it is made available by the FDOT.

Please let us know if you need any additional information.

Thanks.

Sincerely,

A blue ink signature of Thomas Demps, written in a cursive style.
Thomas Demps
Chairperson

Taylor County Board of County Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



AK Associates Updated Purchase, Installation, and
Maintenance Services Contract

Meeting Date:

March 16th, 2021

Statement of Issue: Florida's Department of Management Services is requiring an updated Contract to reflect all of the time frames of all Maintenance Contracts.

Recommendation: Sign Contract

Fiscal Impact: \$ 50,587.00 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

Submitted By: Katie Morrison

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has had a long term contract with AK Associated for Equipment, maintenance, and service of the 911 system. The State of Florida is requiring more information, and more frequent Updates of Contracts. The amended Contract has service dates Of some of the State Funded Maintenance added.

Options:

1. Approve Contract
2. If not approved, the State will not reimburse monies from the Rural Grants.

Attachments:

1. Updated Contract
2. Existing Contracts we have in place.

PURCHASE, INSTALLATION AND MAINTENANCE SERVICE CONTRACT

Elite Premier Purchase, Installation and Maintenance Service

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

AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE

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

COSTS: AK Elite Premier Maintenance

AK Elite Premier Service (labor only) –

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

AK Elite Premier Maintenance

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

Software Manufacturer Support Year 1

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

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

AK ELITE PREMIER MAINTENANCE SERVICE:

AK Associates Elite Premier Maintenance service includes the following:

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

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

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

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

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

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

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

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

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

FORCE MAJEURE

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

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

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

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

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

ATTEST:

(County Name)

By: _____
(Signature)

By: _____
XX, title

Date: _____

Date: _____

COUNTY SEAL:

ATTEST:

CONTRACTOR:

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

By: _____
(Signature)

By: _____
President

Date: _____

Date: _____

CORPORATE SEAL:

Appendix A

Florida Federal NG911 Grant Agreement Summary

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

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

13.3.3 - without modification, all paragraphs contained in Section 16, Instructions for Lower Tier

Participants, of this Agreement.

14. MANDATED CONDITIONS

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

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

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

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

Section 16:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this

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

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

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

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

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

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

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

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

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

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

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

No Other Change

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

**PURCHASE, INSTALLATION AND MAINTENANCE
SERVICES AGREEMENT
ADDENDUM #1**

This contract addendum dated this 26 day of April 2021, is made by and between Taylor County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 591 US Hwy 27 E Perry, FL 32347, United States, hereinafter referred to as County and Kraus Associates Inc., d/b/a AK Associates, hereinafter referred to as Contractor, with offices located at 326 Porta Rosa Circle, St Augustine, Florida 32092.

WHEREAS, in March 2018, the County and the Contractor entered into Purchase, Installation and Maintenance Service Agreement (hereinafter referred to as Contract);

WHEREAS, the County utilizes the 911 State Grant; and

WHEREAS, the State 911 Board is requiring additional language in the contract for County to utilize the State Grant; and

NOW THEREFORE, the Purchase, Installation and Maintenance Service Contract is amended to include:

Florida Federal NG911 Grant Agreement Summary

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

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

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

14. MANDATED CONDITIONS

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

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

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

14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement will not to be used for the purpose of lobbying or used to directly or indirectly

influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

Section 16:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension nor debarment.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

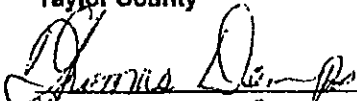
No Other Change

Except as specified here in, all other terms and conditions remain in full force and effect.

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

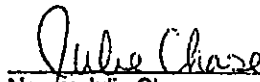
CUSTOMER:

Taylor County


Name: Thomas Dempsey

CONTRACTOR:

Kraus Associates, Inc.


Name: Julie Chase

CONTRACT ADMENDMENT FOR 911 SYSTEM MAINTENANCE

THIS AMENDED AGREEMENT is made by and between Taylor County, 587 E US Highway 27 Perry, FL 32347 (hereinafter called "County") and Kraus Associates Inc., D/B/A, AK Associates, 326 Porta Rosa Circle, St Augustine, Florida 32092 (hereinafter called "Contractor").

WHEREAS, the Florida 911 Grant Program assists counties with the funds to purchase new Next Gen Enhanced 911 (E911) systems, and to provide "seamless" Enhanced 911 throughout the State of Florida; and

WHEREAS, in accordance with the E911 Rural County Grant, Taylor County approved AK Associates as the 1st-tier maintenance provider for the hardware and software associated with the "County" 911 system.

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

Scope of Agreement to include:

The "County" engages "Contractor" to provide installation and maintenance services of the County's 9-1-1 system, including the map display and log recorder and all associated software and hardware. The equipment manufacturers are responsible for the warranty and extended warranty of equipment and the "County" is responsible for the purchase of the equipment manufactures extended warranty and software maintenance.

The "Contractor", shall provide the following service:

- Provide first tier labor support at the Taylor County 9-1-1 PSAP(s), on the hardware, software associated with the 911 system sold by the "Contractor". All additional materials are the responsibility of the "County" and/or the equipment manufacture under warranty or extended warranty. The "Contractor" is not responsible for hardware or software, only the labor to maintain or install the hardware and software.
- Maintenance (labor only) will be performed by the "Contractor" for the "County" 911 system.
- On-going on-site training on equipment installed by the "Contractor" as needed at no additional cost to the "County".
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.

- Labor to install all scheduled upgrades of all equipment installed by the "Contractor".
- Labor to upgrade or replacement of existing hardware or software with new hardware and software components from same or new equipment manufacture or software provider to the "County" 9-1-1 system. The "County" is responsibility for the hardware and software.
- Includes daily remote preventive maintenance during the normal business day. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. The telephone line used for remote diagnostics is the responsibility of the "County".
- Weekly on-site preventive maintenance.
- Project Management for all projects associated with the 911 system
- Installing additional hardware and software including additional 9-1-1 positions
- Relocation of any 9-1-1 equipment including software
- 9-1-1 system reconfigurations
- Selective router programming as required
- Direct *trunking and integration* to the 9-1-1 infrastructure
- Statistical report training
- On-site ALI DBMS system installation and maintenance (data input is the responsibility of the customer)
- Log Recorders

On-site Technical Service Support – one (1) day a week to provide on-site preventive maintenance service to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

Remote Technical Service Support – 24 hour service performed by an AK Associate trained technician for all out of hours service problems. Response shall be within a maximum two hour time frame. AK Associates shall provide the "County" with a current escalation list, including an 800 number for all service requests.

1. Terms of Agreement:

This agreement is effective upon signing for a one (1) year periods and then it is automatically renewed. The Contractor shall continue to provide the "County" with AK Elite Premier Installation and Maintenance Service.

2. Compensation to "Contractor":

AK Elite Premier Installation and Maintenance Service

May 1, 2017 – April 30, 2018	\$28,707.00
May 1, 2018 – April 30, 2019	\$29,137.00

May 1, 2019 – April 30, 2020	\$29,574.00
May 1, 2020 – April 30, 2021	\$30,018.00
May 1, 2021 – April 30, 2022	\$30,468.00
May 1, 2022 – April 30, 2023	\$30,925.00

Frequentis Manufacturer Extended Warranty/Software Support

July 01, 2016 – June 30, 2017	\$14,145.00
July 01, 2017 – June 30, 2018	\$14,145.00
July 01, 2018 – June 30, 2019	\$14,145.00

Exacom Manufacturer Extended Warranty/Software Support

May 08, 2016 – May 07, 2017	\$3,386.00
May 08, 2017 – May 07, 2018	\$3,386.00
May 08, 2018 – May 07, 2019	\$3,386.00
May 08, 2019 – May 07, 2020	\$3,386.00

911 Datamaster DBMS Software Support

December 20, 2016 - December 19, 2017	\$5,670.00
December 20, 2017 - December 19, 2018	\$5,670.00
December 20, 2018 - December 19, 2019	\$5,670.00
December 20, 2019 - December 19, 2020	\$5,670.00

MapFLEX/Listener Display Software Support

June 1, 2016 – May 31, 2017	\$4,944.00
June 1, 2017 – November 30, 2017	\$2,478.75

MapSAG Map Generation 2nd Tier Support

June 1, 2016 – May 31, 2017	\$1,950.00
June 1, 2017 – May 31, 2018	\$1,950.00
June 1, 2018 – May 31, 2019	\$1,950.00

MapSAG LT Map Generation 2nd Tier Support

June 1, 2016 – May 31, 2017	\$1,950.00
June 1, 2017 – May 31, 2018	\$1,950.00
June 1, 2018 – May 31, 2019	\$1,950.00

Note: The "Contractor" shall provide the "County" with an option to purchase manufactures extended warranty on a yearly basis. The "Contractor" shall provide a yearly quote to the County for submission to the Florida Rural Grant Program without placing an additional markup as long as the "County" is covered under AK Elite Premier Maintenance.

3. Expenses:

All expenses for travel and labor are included in the yearly invoice amount for AK Elite Premier Maintenance Service Agreement between the "Contractor" and "County".

4. Renewal of Contract:

The agreement will be automatically renewed unless the "County" notifies the "Contractor" within 90 days of expiration. The rate shall not increase more than 3% per year and the "County" has the option to renew the contract for five years at a fixed rate.

5. Termination: The "County" shall have right to terminate the agreement prior to the expiration date if the "County" provides the "Contractor" a written notification of termination within sixty (60) of expiration by registered mail, in the event "Contractor" fails to perform or observe any covenant or obligation set forth in the this agreement and "Contractor" has failed to cure within said time or the failure is one which cannot be cured within that time and the "Contractor" has failed to take reasonable steps toward said cure within thirty (30) days of notice from the "County" unless the failure is due to the equipment manufacturer and is out of the control of the "Contractor".

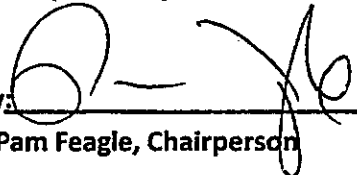
6. Venue and Law - This Contract shall be governed by laws of the State of Florida and any venue of litigation of this Contract shall solely be in Taylor County.

AGREED AND SIGNED THIS 18th July ~~August~~ DAY OF JULY 2017

AK ASSOCIATES
(CONTRACTOR)

BY: James M. Robinson
James Robinson, Account Manager

TAYLOR COUNTY BOCC
(COUNTY)

By: 
Pam Feagle, Chairperson

ORIGINAL

PURCHASE, INSTALLATION AND MAINTENANCE SERVICE CONTRACT (Number)

This Agreement is entered into between Taylor County, 587 E US Highway 27 Perry, FL 32347, (hereinafter called "County") and Kraus Associates Inc., d/b/a AK Associates, 326 Porta Rosa Circle, St Augustine, FL 32092 (hereinafter called "Contractor"). It is agreed between "County" and "Contractor" as follows:

The County engages Contractor to provide Solacom Guardian 911 Class Equipment, as outlined in Section I, "General Terms for Purchase and Installation" and for AK Elite Premier Maintenance Services as more specifically set forth in Section II, "AK 911 Maintenance Services".

Section I

GENERAL TERMS FOR PURCHASE AND INSTALLATION OF HARDWARE SOFTWARE

1. **CHARGES AND PAYMENT.** County agrees to pay the charges specified as and when due. County will be charged and agrees to pay the Contractor's for all equipment and services agreed to be provided in the Contract Documents. Prices and fees are exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future. The County will deliver a State of Florida certificate of exemption to Contractor.

A. Compensation to Contractor:

For the Solacom Guardian 911 system as specified in the Contractor response to Taylor County RFP for "NG-9-1-1 System".

Solacom Guardian NG 911 System

B. Equipment Payment Schedule

Task	Percentage Due	Amount Due	
1. Contract Signing	30%		\$
31,978.60			
2. Equipment Shipped	30%	\$ 31,978.60	
3. Equipment Inventory at PSAP	30%	\$ 31,978.60	
4. System Installed	10%	<u>\$ 10,657.87</u>	
Total Cost of Equipment			\$
106,578.65			
Including Installation and Training			

Note: AK 911 Elite Premier Maintenance, Manufacturer's Extended Warranty and Charges are in Section II- MAINTENANCE SERVICE and are not included in the Total Cost of equipment above.

The Contractor shall provide the County with an invoice associated with each Task as soon as a Task is achieved and the County shall pay the Contractor within 30 days for each invoice received. If the County delays the system cutover due to a delay caused by the County and the Contract has the system installed and ready for cut-over, the County shall pay the Contractor within 60 days of the final invoice.

2. **COUNTY RESPONSIBILITIES.** County shall be responsible for timely site

preparation including, but not limited to, adequate electrical power and grounding for computer operation, UPS, ALI circuits and direct telecommunications connections and usage charges. Contractor will assist County in this preparation. County shall make qualified personnel available to be trained by Contractor in the use, operation, and management of the Hardware and Software.

3. **TRAINING.** Contractor shall provide training to the County personnel at a mutually agreeable location(s) over a period of approximately two weeks and must be completed no later than one week prior to cutover as that term is described in the Contract Documents and this Agreement, unless another time frame is mutually agreed upon by both the County and Contractor.

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

5. **GRANT OF LICENSE.** Subject to the terms and conditions set forth in this Agreement, and effective upon installation, Contractor agrees to facilitate the delivery to the County and the registration of those licenses for the benefit of the County, and County hereby accepts nonexclusive, nontransferable licenses to use. Contractor shall provide County with a single, back-up copy of each type of Software.

6. **WARRANTY-SOFTWARE.** Equipment manufacturer (not the Contractor) warrants only that the Software will perform all functions substantially as described in the current edition of manuals pertaining to the use of the Software and in the Contract Documents for a warranty period of one year from the date of acceptance. Contractor will coordinate and be responsible for obtaining from the manufacturers any required updates and will deliver promptly any amendments or alterations to Software necessary to remedy or avoid any programming error present at the time of Software delivery which causes the Software to fail to perform as warranted above. County shall allow Software access to Manufacturer and/or the Contractor for this purpose. The manufacturer does not warrant that the Software or the Documentation is free of errors or defects or that it meets County's requirements.

7. **WARRANTY-HARDWARE.** The Contractor will provide all Hardware warranties from the manufacturer to the County. In addition, the County shall have the benefit of all standard warranties of the Hardware manufacturer. Contractor will facilitate the delivery to the County and the registration of any equipment warranty for the benefit of the County. *The Contractor does not warranty any hardware*, all warranties are provided by the equipment manufacturer.

8. **IMPLEMENTATION SCHEDULE.** Within ten (10) business days of the date this Agreement is fully executed by both the Contractor and the County, both the Contractor and the County will meet to draw up the Implementation Schedule. The Implementation Schedule shall set forth the orderly progress for the installation of the Hardware and the Software and the training of Taylor County personnel up through the date of "Cutover" as described in the Contract Documents and in this Agreement. Training of Taylor County Personnel shall be completed at a mutually agreeable location(s) over a period of approximately two weeks and must be completed no later than one week prior to cutover, unless another time frame is mutually agreed upon by both the County and Contractor.

Section II

GENERAL TERMS FOR AK ELITE PREMIER MAINTENANCE SERVICE

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

COVERAGE. The Hardware and Software eligible for maintenance and support is as

listed in the Contractor Proposal to the County's RFP "NG-9-1-1 System" document, as the same may be updated with all current amendments, alterations, enhancements, improvements, which shall be furnished to County under warranty and this Agreement. The services under this Maintenance Agreement shall be rendered only to the currently supported version of Software running with the applicable operating system version supported by Contractor at any given time.

COSTS: AK Elite Premier Maintenance

AK Elite Premier Maintenance (labor only) –

- One (1) preventive site maintenance visit per week
- Service issues
 - Major outage - 2 hour response
 - Minor issue - 4 hours during normal business day or next day service for issues in the evenings, weekend and holidays

AK Elite Premier Maintenance

• Year 1 (5/1/2018-4/30/2019)	<u>\$ 28,707.00</u>
• Year 2 (5/1/2019-4/30/2020)	<u>\$ 28,700.00</u>
• Year 3 (5/1/2020-4/30/2021)	<u>\$ 29,425.00</u>
• Year 4 (5/1/2021-4/30/2022)	<u>\$ 29,425.00</u>
• Year 5 (5/1/2022-4/30/2023)	<u>\$ 30,000.00</u>

(Solacom) Extended Warranty/Second Tier Services

Note: The Solacom Extended Warranty shall be adjusted annually by the manufacturer.

AK Associates agrees to provide the Solacom Extended Warranty to the County AS OFFERED BY THE EQUIPMENT MANUFACTURER.

AK ELITE PREMIER MAINTENANCE SERVICE:

AK Associates Elite Premier Maintenance service includes the following:

This service provides free installation and maintenance service for the Solacom Guardian purchased from AK Associates. Telephone diagnostics will be done immediately upon receipt of service problem and if corrective action is needed it will be performed remotely or by an on-site visit. In addition this service provides weekly (One day per week) on-site preventive maintenance program, free Project Management (professional services) for system implementation support for all new technologies (such as wireless phases I and II, VoIP implementation and texting).

AK Elite Premier Maintenance

- *Solacom Guardian* and all associated components - provide all 1st-tier labor support at the Taylor County PSAP. Maintenance (labor only) will be performed by the Contractor for all work performed on the *Solacom Guardian* System and all associated components located within Taylor County.
- Re-training may be done at various times at no additional cost upon request of the County throughout the life of the contract. The County is responsible for all training materials supplied by Solacom after the initial training.
- Testing, identification and referral of wireless, wireline and VoIP troubles to the proper telephone service provider(s) and/or other vendors associated with telephone service.
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.
- Labor to install all minor non-scheduled upgrades to the Solacom Guardian system and any additional equipment installed by AK Associates.
- Labor to install yearly scheduled upgrades of Solacom Guardian NG 911 System. The County and/or manufacturer are responsible for all hardware, software, associated miscellaneous materials and upgrade costs from Solacom (if any).
- Includes daily remote preventive maintenance. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. The telephone line used for Remote diagnostics is the responsibility of the County.
- Weekly on-site preventive maintenance for Solacom Guardian NG 911 System equipment

- Free Project Management (professional services) for system implementation support for wireless phase II, VoIP, On-Star and Next Gen.
- Labor to install, relocate, or remove the existing Solacom Guardian NG 911 System and additional equipment installed by AK Associates, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing equipment to another PSAP). ALL LABOR ASSOCIATED WITH THE EQUIPMENT INSTALLED BY AK ASSOCIATES IS COVERED UNDER THIS AGREEMENT. Any cost for hardware or software is the responsibility of customer.
- Free Consulting Services on all equipment provided by AK Associates.

Note: All hardware, software and associated miscellaneous materials not covered under warranty or manufacturer's maintenance are the responsibility of the County and/or the equipment manufacturer. The Contractor is not responsible for hardware or software, only the labor to maintain or install the hardware and software.

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

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

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

RENEWAL OF MAINTENANCE CONTRACT: The agreement will be automatically renewed unless the "County" notifies the "Contractor" within 60 days of expiration of the five (5) year initial term. The annual rate shall not increase more than 2.5% per year for additional years or a new fixed rate may be established between the "County and the "Contractor".

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

TERMINATION. The County has the option to terminate this Agreement in its Initial Term provided County has given Contractor 90 days prior written notice of a failure and Contractor has failed to cure within said time or the failure is one which cannot be cured within that time and the Contractor has failed to take reasonable steps toward said cure within ninety (90) days of notice from the County. The Contract cannot be terminated if the issue is the responsibility of the Equipment manufacturer, network provider, etc.

REQUEST FOR PAYMENT. The Contractor shall provide the County yearly invoices for AK Elite Premier Maintenance Service. The Contractor shall invoice the County on a yearly basis for renewal of maintenance service.

All labor expenses are included in the yearly invoice amount, except for pre-approved travel outside the scope of this Agreement.

LITIGATION. If any litigation arises out of this Contract, venue of all cases shall be exclusively in Taylor, County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

ATTEST:

Taylor County

Ann Murphree

SEAL:

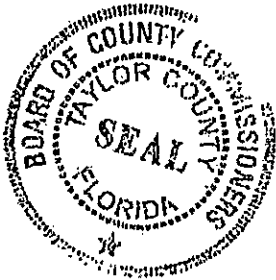
Malcolm V. Page
Signature

Page

Printed Name

Malcolm

County Commissioners Chair Person ^{vice} Taylor County, FL



ATTEST:

CONTRACTOR:

BY: Beth Stankus

(Witness Signature)

Beth Stankus

(Typed or Printed Name)

Manager of Accounting

(Title)

BY: Julie Chase

(Signature)


Julie Chase

(Typed or Printed Name)

President

(Title)

CORPORATE SEAL:

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	2022 Spring E911 Rural County Maintenance Grant
Meeting Date:	March 15 th , 2022

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

Recommendation: Sign Contract

Fiscal Impact: \$ \$55,629.88 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

Submitted By: Katie Morrison

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

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

- Attachments:**
1. Grant Application
 2. Quotes from Vendors, vendor Contract, Sole Source Form

911 RURAL COUNTY GRANT PROGRAM

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1.0 Purpose

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

2.0 Eligibility

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

3.0 Definitions

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

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

4.0 911 Rural County Grant Program Calendar

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

5.0 General Conditions

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

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

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

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

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

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

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

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

6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses

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

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

6.2 Funding limitations are specified on the following items:

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

7.0 Approval and Award

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

8.0 Financial and Administrative Requirements

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

E911BoardElectronicGrantReports@dms.fl.gov

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

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

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

9.0 Grant Reporting Procedures

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

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

County Taylor County

911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$55,629.28

Project Title: 2022 Taylor County Maintenance Grant

1. Board of County Commissioners Chair: Pam Feagle

Mailing Address: PO Box 620

City: Perry

State: Florida Zip: 32347 -

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

Email Address: katie.morrison@taylorsheriff.org

2. County 911 Coordinator: Katie Morrison

Mailing Address: 108 N Jefferson St Ste 103

City: Perry

State: Florida Zip: 32347 -

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

Email Address: katie.morrison@taylorsheriff.org

County Taylor

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

3. County Fact Information

A. Number of PSAP's 1

B. Number of Call-taking Positions per PSAP
Four

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

D. Financial Information:

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

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

2.) Total amount of E911 fee revenue received in the preceding year?
\$81,296.33

3.) Total amount of county carry forward funding retained in the preceding year?
\$0.0

4.) Current total amount of county carry forward funding?
\$214,579.07

5.) Two year maximum calculated amount for applied carry forward funding
Calculation (current year carry forward
funding amount based on General
Condition 5.16 multiplied by two) \$48,777.82

6.) Minimum calculated amount for Applied Carry Forward Funding
Calculation (Subtract the amount in D.4.
subtracted by amount in D.5.)
Insert in the Budget Report \$165,801.25

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

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

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

- **AK Maintenance (5/1/2022-4/30/2023)**
Includes (labor only) maintenance service for 9-1-1 systems. Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. Remote diagnostics will be done immediately upon receipt of service problem. It also provides daily remote diagnostics during normal business days. If corrective action is needed, it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of option 1-5 days). Engineering-Design of PSAP, Call Routing Database, Direct Trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. Project Management/ Consulting Services included for all new projects associated with PSAP management, design, and implementation. Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment, and upgrades of the existing 9-1-1 system.
- **Intrado Support (6/1/2022-5/31/2023)**
MapSAG Annual Support and Maintenance, MapFlex Standalone System Support and Maintenance, MapFlex Server Support and Maintenance.
- **Solacom Support (10/2/2022-10/1/2023)**
AntiVirus Management, Position Software Support, Guardian Hardware Support
- **Eventide Recorder Support (7/1/2022-6/30/2023)**
Gold Support- 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA
- **Easton UPS Maintenance and Contract Renewal (03/15/22-3/14/2023)**
Services, only 911. Flex 8 Hr. Rsp, 7x24 cvg. 1x per term: UPS preventative maintenance, after hours (7x24), 1x per term, sealed battery preventative maintenance, any time. EOSL status active.

The services provided by the vendor will be monitored by County 911 Coordinator to ensure that all deliverables are provided.

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

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

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

Taylor County is a rural county with a population of under 22,000. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs associated with maintaining a wireless phase II system. Taylor County is one of the state's REDI (Rural Economic Development Initiative) counties and also one designated "critical economic concern". Without the funding this grant would provide, wireless phase II operation at our center would be difficult to continue.

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

Taylor County is requesting these funds in advance for projects or coverage that are needed for 2022-2023. Upon approval of the grant, a budget request will be provided to the Board of County Commissioners. Once approval of the budget commences, a Purchase Order will be produced. Payment will be made immediately upon receipt of invoices received from the vendor; the project will be considered complete when all funds have been expended and the vendor has reported action on all items in the quote.

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

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

County

Taylor County

10. Assurances

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

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

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

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

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

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

11. Authority

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

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or
COUNTY MANAGER

DATE

Printed Name

WITNESS

DATE

Appendix I

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

AUTHORIZED EXPENDITURES OF E911 FEE. —

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

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

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

Addendum I

Funding Priorities for the 911 Rural County Grant Program

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

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

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

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

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

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

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

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

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

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

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

Eventide

PRICING QUOTATION

BUDGETARY QUOTE - Assured Performance Plan



INTERACTION INSIGHT
CORPORATION

www.interactionic.com

(800) 285-2950 X1

For:	Taylor County Fl. Sheriff
Name:	Katie Morrison
From:	Andy Robinson
Description:	One Year Maintenance options for Eventide call recording system. Includes all hardware and software repairs, replacements, and upgrades. Current support agreement is the Silver Support package

Date:	22-Feb-22
Quote:	Taylor Maintenance quote 07/01/2022- 06/30/2023

Part#	Description	Annual Support Rate	Total Annual Fee
Annual Service and Support Package Options			
NA50200A	Bronze Support - Remote Service Agreement Including Enhanced HW Warranty & SMA, during Regular Business Hours		na
NA50220A	Silver Support - Remote and On-Site Service Agreement Including Enhanced HW Warranty & SMA, during Regular Business Hours	12.00%	3,536
NA50250A	Gold Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA	15.00%	4,475
NA50270A	Platinum Support - 24/7 Remote and On-Site Service Agreement Including Enhanced HW Warranty & SMA	18.00%	na

Site visit rates (if on-site service is required but not included with annual service package)

NA2136	Site Visit Fee per Hour, During Regular Business Hours (8am -6pm, M-F, 2 Hour Minimum)	\$150
NA2147	Site Visit Fee per Hour, Afterhours & Weekends (after 6pm to 8am M-F & Weekends, 2 Hour Minimum)	\$275
C36605	Travel Fee per Hour (one way portal to portal)	\$150

Notes:	Customer must supply and maintain the proper audio, AC, and data connections to the systems physical location Customer is responsible for supplying the necessary LAN and telephony interface components for the recorder Customer must provide and maintain own host server
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Order:	<p>We have read and understood your standard Terms and Conditions of Sale and accept the agreed payment terms.</p> <p>Signed: _____ Name: _____</p> <p>Date: _____ PO # If Applicable: _____</p> <p>Indicate Desired Package: Basic <input type="checkbox"/> Silver <input type="checkbox"/> Premium <input type="checkbox"/> Platinum <input type="checkbox"/> Indicate Desired Coverage Start Date: _____</p> <p>Send order per e-mail to: sales@interactionic.com or Fax to: (800) 285-2950</p>
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Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172
Quote Date: 12/4/2021

Doug McAllister, Eaton Authorized Representative
Florida Critical Power, LLC
3016 Third Street, Suite 202
Jacksonville Beach, FL 32250
813-968-7013
Email: DougMcAllister@FloridaCriticalPower.com

Prepared For:

Bill to: Katie Morrison, Taylor County 911 Coordinator/TAC
Billing Company: Taylor County - BOCC
PO Box 620
Perry, FL 32348
850-838-1104 office 850-672-1976 cell
Email: katie.morrison@taylorsheriff.org

For Covered Equipment at Site:

Site Contact: Katie Morrison, Taylor County 911 Coordinator/TAC
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.
591 E Highway 27
Perry, FL 32347
850-838-1104 office 850-672-1976 cell
Email: katie.morrison@taylorsheriff.org

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

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

Coverage Start Date: 3/15/2022 Coverage End Date: 3/14/2023 Term: 1 Year

Flex: 8 Hr Rsp, 7x24 Cvg Only

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

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

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

Grand Total Price: \$5,042.88

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

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

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



We have prepared a quote for you

Intrado Support

Quote # 000875
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

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



MapSAG Support

Description	Price	Qty	Ext. Price
MS-SUP-SU MapSAG Annual Support and Maintenance - Single User MapSAG Annual Support and Maintenance - Single User	\$1,950.00	2	\$3,900.00
Dates of Support: 6/1/22 through 5/31/23			

Subtotal: **\$3,900.00**

MapFlex Support

Description	Price	Qty	Ext. Price
MF-SA-SUP MapFlex Standalone System Support and Maintenance MapFlex Standalone System Support and Maintenance	\$499.00	4	\$1,996.00
MF-SRV-SUP MapFlex Server Support and Maintenance MapFlex Server Support and Maintenance	\$2,569.00	1	\$2,569.00
Dates of Support: 9/25/22 through 9/24/23			

Subtotal: **\$4,565.00**

Payment Terms

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



We have prepared a quote for you

AK Maintenance

Quote # 000830
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

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



AK Maintenance

Description	Price	Qty	Ext. Price
AKEPMaint AK Elite Premier Maintenance <i>Dates of Support: 5/1/22 through 4/30/23</i>	\$30,000.00	1	\$30,000.00
<ul style="list-style-type: none"> Includes (labor only) maintenance service for 9-1-1 systems. Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. Remote diagnostics will be done immediately upon receipt of service problem. It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days). Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system. 			

Subtotal: **\$30,000.00**

Payment Terms

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

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



AK Maintenance

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Katie Morrison

(850) 672-1976

katie.morrison@taylorsheriff.org

Quote Information:

Quote #: 000830

Version: 1

Delivery Date: 03/07/2022

Expiration Date: 05/24/2022

Quote Summary

Description	Amount
AK Maintenance	\$30,000.00

Total: **\$30,000.00**

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

AK Associates

Taylor County, FL

Signature: _____

Beth Stankus

Name: Beth Stankus

Title: Manager of Accounting

Date: 03/07/2022

Signature: _____

Name: Katie Morrison

Date: _____



We have prepared a quote for you

Solacom Support

Quote # 000831
Version 1

Prepared for:

Taylor County, FL

Katie Morrison
katie.morrison@taylorsheriff.org

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



Solacom Support

Description	Price	Qty	Ext. Price
MT-SSGUARD-01 Position Software Support	\$1,300.00	4	\$5,200.00
MT-HSGUARD-05 Guardian Hardware Support - Year 5 <i>The Guardian hardware support program covers all hardware purchased from Solacom with the following exceptions: 1. Computers and servers are excluded, and are covered under manufacturer support for up to five (5) years. 2. Monitors, keyboards and mouse devices purchased with the initial computer order will carry the same support purchased for the associated computer or server. 3. Keyboards, mouse devices, headsets, and handsets are covered under the initial one (1) year warranty and are not eligible for extended support.</i>	\$1,846.40	1	\$1,846.40
SV-AVMgr-1yr AntiVirus Management/ Positions	\$150.00	4	\$600.00
Dates of Support: 10/2/22 through 10/1/23			

Subtotal: **\$7,646.40**

Payment Terms

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

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



Solacom Support

Prepared by:

AK Associates

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

bstankus@AKassociates911.com

Prepared for:

Taylor County, FL

591 US Hwy 27 E

Perry, FL 32347

Katie Morrison

(850) 672-1976

katie.morrison@taylorsheriff.org

Quote Information:

Quote #: 000831

Version: 1

Delivery Date: 01/26/2022

Expiration Date: 05/24/2022

Quote Summary

Description	Amount
Solacom Support	\$7,646.40

Total: **\$7,646.40**

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

AK Associates

Taylor County, FL

Signature: _____

Beth Stankus

Name: _____

Beth Stankus

Title: _____

Manager of Accounting

Date: _____

01/26/2022

Signature: _____

Name: _____

Katie Morrison

Date: _____

Budget Report

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

County: Taylor County

Project Name: 2022 Spring Rural Grant

Budget Categories

Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items)			
AK Maintenance	\$30,000.00	1	\$30,000.00
Intrado Support	\$8,465.00	1	\$8,465.00
Solacom Support	\$7,646.40	1	\$7,646.40
Eventide Recorder Support	\$4,475.00	1	\$4,475.00
Eaton UPS Maintenance and Contract Renewal	\$5,042.88	1	\$5,042.88
Overall Project Total			\$55,629.28
Carry Forward Funds Applied			\$0.00
Grant Request Total Less Carry Forward Applied			\$55,629.88

Notes:



Signature, 911 County Coordinator

EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: Eaton Corporation

COMMODITY: (General Description) We have contract in place to protect the 911 system in an event where power is lost.

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

SOLE SOURCE CERTIFICATION:

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

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

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

Signed: 
Department Head Signature

Department: E911

Approved: Katie Morrison
Purchasing Agent

Date: 03/07/2022

EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: AK Associates

COMMODITY: (General Description) Maintenance contract needed for uninterrupted service of the Taylor County 911 System

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

SOLE SOURCE CERTIFICATION:

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

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

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

Signed: 
Department Head Signature

Department: E911

Approved: Katie Morrison
Purchasing Agent

Date: 03/07/2022

County E911 Fiscal Information

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

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

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

Item No.	Contact Information	
12	Preparer's Name	Katie Morrison
13	Preparer's Title / Position	911 Coordinator
14	Telephone Number	850-838-1104
15	Preparer's Email	katie.morrison@taylorsheriff.org
16	Date	12/02/2021

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

County E911 Fiscal Information

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

**PURCHASE, INSTALLATION AND MAINTENANCE
SERVICES AGREEMENT
ADDENDUM #1**

This contract addendum dated this 26 day of April 2021, is made by and between Taylor County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 591 US Hwy 27 E Perry, FL 32347, United States, hereinafter referred to as County and Kraus Associates Inc., d/b/a AK Associates, hereinafter referred to as Contractor, with offices located at 326 Porta Rosa Circle, St Augustine, Florida 32092.

WHEREAS, in March 2018, the County and the Contractor entered into Purchase, Installation and Maintenance Service Agreement (hereinafter referred to as Contract);

WHEREAS, the County utilizes the 911 State Grant; and

WHEREAS, the State 911 Board is requiring additional language in the contract for County to utilize the State Grant; and

NOW THEREFORE, the Purchase, Installation and Maintenance Service Contract is amended to include:

Florida Federal NG911 Grant Agreement Summary

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

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

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

14. MANDATED CONDITIONS

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

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

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

14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement will not to be used for the purpose of lobbying or used to directly or indirectly

influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

Section 16:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

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

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

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension nor debarment.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

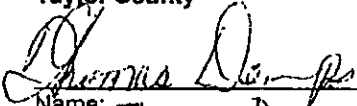
No Other Change

Except as specified here in, all other terms and conditions remain in full force and effect.

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

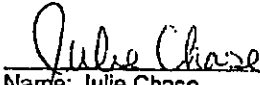
CUSTOMER:

Taylor County


Name: Thomas Dempsey

CONTRACTOR:

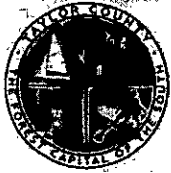
Kraus Associates, Inc.


Name: Julie Chase

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO CONFIRM AWARD TO ANDERSON COLUMBIA FOR THE GAS PLANT ROAD WIDENING/RESURFACING PROJECT AND RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM.

MEETING DATE REQUESTED:

March 22, 2022

Statement of Issue: The Board received and opened proposals for the Gas Plant Road Widening/Resurfacing Project on May 3, 2021. The Board appointed Hank Evans, Kenneth Dudley and Scott Knight as the Bid Review Committee.

Bids received for the Project are as follows:

Anderson Columbia Co., Inc.

\$ 874,906.18

Curt's Construction, Inc.

\$1,242,221.29

Recommended Action: The Board should confirm award of the Gas Plant Road project to the lowest responsive bidder, Anderson Columbia, in the amount of \$874,906.18 and ratify the County Administrator's contract execution.

Fiscal Impact:

FISCAL YR 2020/22 - \$700,000 SCOP Funding

FISCAL YR 2020/22 - \$100,000 Local Funding

FISCAL YR 2020/22 - \$335,139 SCOP Supplemental Funding

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Gas Plant Road from McDaniel Road at its West end to Pisgah Road at its North end under the FDOT's Small County Outreach Program were prepared and advertised. The approximate 1.02 mile project will widen and resurface the roadway from 18 ft to 22 ft wide and include additional safety modifications, drainage improvements, pavement markings and signage, along with other associated work. On May, 3, 2021, two bids were received by the Board. The lowest responsive bid, Anderson Columbia \$874,906.18, not only exceeded the available unencumbered funding for the project but was also beyond the original FDOT \$700,000 funding after including the Design and Construction Engineering & Inspection Services expenses. This situation prompted Staff to work toward securing additional funds from FDOT along with a strong expectation of Local Funding contributions.

Staff forwarded the bid responses to FDOT accompanied by a request for additional funding based on what monies remained. FDOT responded on May 25, 2021, asking the Board to consider its option to self solve the funding shortfall before they would commit to processing a possible supplemental funding agreement. Cooperatively, the Board agreed to commit \$100,000 of Local funds to help offset the lowest responsive bid, Anderson Columbia's (June 7, 2021). Once

obligated, Staff revisited the original request with FDOT who then offered the BOCC approved \$335,139.00 Supplemental Funding Agreement (July 6, 2021). This final funding source met all existing proposals and sufficed to allow the project to commence as planned.

Project discussions at both the June 7th and July 6th meetings concerning funding after receipt of the Bids had an inference of intended award to the lowest Apparent Bidder, Anderson Columbia. However, although a Notice to Proceed and a Purchase Order was issued last year, a formal BOCC acceptance of award could not be found or specifically stated in the minutes. Therefore, Staff is asking the Board to confirm its expectation of award to Anderson Columbia Company for the Gas Plant Road Widening/Resurfacing project in the amount of \$874,906.18. To populate the record, the Bid Review is as follows:

Bid Review:

<i>Required Items</i>	<i>Company Name</i>	
	<i>Curt's Construction, Inc.</i>	<i>Anderson Columbia Co., Inc.</i>
<i>Bid Bond</i>	✓, 5%	✓, 5%
<i>Insurance - Liability /Workers Compensation</i>	✓, Expires 10/1/2021	✓, Expires 5/1/2021
<i>Workers' Compensation Hold Harmless</i>	N/A	N/A
<i>Public Entity Crimes Affidavit</i>	✓	✓
<i>Non-Collusion Affidavit</i>	✓	✓
<i>Valid Business Contractor License/ FDOT PreQualified</i>	✓	✓
<i>E-Verify Registration</i>	✓	X
<i>Proposed Subcontractors/Suppliers and Portion of Work</i>	✓	X
<i>Project References</i>	✓	X
<i>Contract Addenda</i>	✓	✓
<i>Proposal Amount</i>	\$1,242,221.29	\$874,906.18

Although a couple of items were not include in their submission, Anderson Columbia has an extensive Project Reference history with Taylor County projects, typically self performs the bulk of project work effort, and customarily provides its E-Verify information as part of the contract submissions. Therefore, the Bid Committee determined Anderson Columbia's to be the lowest cost responsive proposal and therefore, recommends an award consistent with that finding.

Options:

- 1) Approve confirmation of award of the Gas Plant Road Widening/Resurfacing project to Anderson Columbia Company in the amount of \$874,906.18.
- 2) Reject the award, state reasons for that position and notify FDOT that the project will be discontinued.

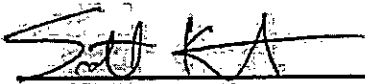
Attachments:

Project Contract.

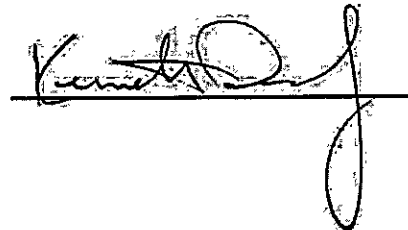
Review Committee:



Hank Evans, Public Works Director



Scott Knight, Public Works Superintendent



Kenneth Dudley, County Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and
ANDERSON COLUMBIA CO., INC. (Contractor).

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

ARTICLE 1 - WORK

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

Gas Plant Road Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the Gas Plant Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 22 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

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

This project is to a lump sum project, with add/deduct items as specified on the Bid Proposal.

ARTICLE 3 - ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

George & Associates Consulting Engineers, Inc.
201 East Green Street
Perry, Florida 32347
850.838.3500

3.02 The Project will be administered by:

Taylor County Engineering Department
201 East Green Street
Perry, Florida 32347
850.838.3500

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 140 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a Lump Sum of:

<u>Eight Hundred Seventy Four Thousand Nine Hundred and Six Dollars and Eighteen Cents</u>	<u>(\$874,906.18)</u>
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground

Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 81 sheets with each sheet bearing the following general title: Gas Plant Road Widening & Resurfacing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages A1 to A5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages A6 to A17, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract.

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

10.06 Public Records Provision

A. In accordance with Section 119.0701, Florida Statutes, Contracts: Public records. Contractor shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

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

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

This Agreement will be effective on June 7th, 2021 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: LaWanda PembertonTitle: County Administrator

[COUNTY SEAL]

Attest: Gary KnowlesTitle: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

CONTRACTOR:

Anderson Columbia Co., Inc.

By: E. Tony Williams, Jr.
Title: Vice PresidentAttest: Gary L. Howell
Title: Witness

Address for giving notices:

P. O. Box 1829Lake City, FL 32056License No.: CGC060909

(Where applicable)

Agent for service or process: E. Tony Williams

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Request for Proposal for Roadside Right of Way Mowing



MEETING DATE REQUESTED: March 22, 2022

Statement of Issue: The board to consider approval of Request for Proposal documents and advertising for Roadside Right of Way Mowing Services.

Recommended Action: Approve

Fiscal Impact: TBD

Budgeted Expense: TBD

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The current Roadside Right of Way Mowing contract will has been in place for 3 years with one additional 1 year term. It will end March 31, 2022.

Options: Approve/Not Approve

Attachments: Request for Proposal documents
Notice
Draft Contract

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting bids for **ROADSIDE RIGHT-OF-WAY MOWING IN TAYLOR COUNTY, FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "ROADSIDE RIGHT-OF-WAY MOWING IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than [] local time, on [], [], 2022. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at [] local time, or as soon thereafter as practical, on [], [], 2022 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

For additional information and a bid package contact:

Hank Evans
Director of Public Works
587 Hwy 27 East
Perry, Florida 32347
(850) 838-3528

Publicworks.director@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

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

GENERAL BID INFORMATION

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

12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.
13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. For additional information, contact

For additional information and a bid package contact:

Hank Evans

Director of Public Works

587 Hwy 27 East

Perry, Florida 32347

(850) 838-3528

Publicworks.director@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

INTENT AND GENERAL INFORMATION

Taylor County, Florida through Requests for Proposals (RFP), is soliciting proposals from qualified businesses registered to do business with the State of Florida, with the required expertise and capability to perform the services needed to develop Taylor County's Steam Sterilizer with Generator Project herein referred to as ("the Services"). The specific elements are included in the Scope of Work section of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Taylor County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Procurement Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the total bid amount.
2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

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

ROADSIDE RIGHT-OF-WAY MOWING IN TAYLOR COUNTY, FLORIDA.

The contractor agrees to perform the following work in Taylor County, Florida for the County;

SCOPE OF WORK: To maintain county road right-of-way by mowing during the prescribed time period and at the required frequency. Said mowing to begin April 1, 2022 and end on March 31, 2025, to mow approximately 1,100 acres at a frequency of 3 to 4 times or as otherwise directed by the Taylor County Director of Public Works. Mowing shall be along both sides of road right-of-ways from the edge of the roadway (pavement) to the currently maintained and cleared mow limit. The exact location of the County Roads to be mowed is filed with and in the County Public Works Department. This contract shall be for a 3 year (36 month) period commencing April 1, 2022, and ending on March 31, 2025. This contract may be renewed at the end of said (36 month) period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, it shall notify the County by certified mail no later than 60 days prior to the end of the contract term.

The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period. The mowing schedule is under the direction of the County Public Works Director and payment for acres mowed will be at the end of each mowing cycle based on invoices furnished for work completed and approved. Mowing shall be conducted during daylight hours unless previously approved by the County Public Works Director. Mowing shall be done with accepted safe work practices and there shall be minimum interference with public access to and use of County Roads. The mowing shall be performed to minimize mowing debris on private property and public right-of-way.

This contract shall not be sublet, transferred, assigned or otherwise conveyed by the contractor without prior written approval of the Board of County Commissioners.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the work plan, specifications, procedures and terms of the contract.

REGISTRATIONS AND PERMITS: The contractor shall be required to register all vehicles operated under this contract in accordance with F. S. 320. A notarized affidavit from the Contractor stating that all vehicles they operate are registered in compliance with F. S. 320 will be acceptable as indication of compliance with this requirement. No payments may be made on this contract until the County has such proof on file. Failure by the Contractor to register all motor vehicles operated under this contract will be cause for disqualification of the Contractor.

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

No work shall be performed under the provisions of this contract on any properties outside the limits of the County right-of-way.

WORK SCHEDULE: In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized by the written approval of the Director of Public Works. No work shall be done when weather conditions limit good visibility to less than 500 feet.

PRESERVATION OF PROPERTY: The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.

DESCRIPTION: The work in this section consists of the routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

MOWING AREAS: A map of areas to be mowed may be reviewed at the County Public Works Department. Roads are subject to be added or deleted at the discretion of the Director of Public Works.

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches of less than 3:1 slope, roadside ditch bottoms, median islands and similar areas conducive to the use of high production equipment.

Mowing shall conform to previously established mowing limits.

The County may require mowing of additional areas, in which case it shall allow payment for the additional areas.

QUANTITY AND FREQUENCY OF MOWING: The mowing acres specified in this contract, approximately one thousand one hundred (1100) acres, represents the mowing to be accomplished. The area and limits of mowing have been previously established and are distinguished in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the contractor to verify the amount of mowing to be accomplished under this

contract. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question.

EQUIPMENT: All equipment shall be equipped with safety devices properly maintained at all times the equipment is in use. Safety devices to prevent flying debris shall be installed and maintained. If the Director of Public Works determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Director. Inspection and approval of the Contractor's equipment by the Director of Public Works shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Inspection and approval of the Contractor's equipment by the Director of Public Works shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Equipment which damages curbs, pavement or turf in any way shall not be allowed. The Contractor is required to use amber flashing lights on equipment. These lights shall be used only as required in the course of the work and not be used when traveling to and from the job site. All of the mowing equipment regularly employed on the work shall be painted a color of high visibility.

The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of cut can be adjusted to a minimum of six (6) inches.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily with the time specified herein. If in the opinion of the Director of Public Works, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Director.

METHOD OF OPERATION: The Contractor shall not begin any cutting cycle until authorized by the Director of Public Works to do so.

On the initial cutting cycle, mowing shall commence at either or both extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Director of Public Works specifically authorizes the Contractor to change the pattern.

At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be partially mowed. Each cutting cycle is to be completed in its entirety prior to beginning another cycle.

When work by County forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Director of Public Works may require the contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point wherein damage to the turf will occur, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Director of Public Works. No deduction will be made from the pay quantities for any one area unless it exceeds one (1) acre in extent.

The Contractor will be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by mowing equipment. It shall also be his responsibility to remove all litter from said right-of-way for a total litter control. Any litter that is mowed over and scattered shall be picked up immediately upon notification of Contractor.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation. The contractor will be responsible for the proper disposal of all road side debris and trash to a Taylor County roll-off site and will not be charged for disposing of debris or trash taken from Taylor County right-of-way.

During periods of mowing operations, the Contractor shall consult with the Director of Public Works for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

LIMITATIONS OF OPERATION: When mowing within ten (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific work site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross bridges with full width shoulders on the right the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the travel way, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

Any equipment left on the right-of-way overnight shall be parked as close to the right-of-way line as possible.

QUALITY: All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of 1/2 inch plus or minus unless otherwise directed by the Director of Public Works. Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a nominal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

In the event the Contractor damages the turf, curbs or pavement, he will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenances, etc.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

The Contractor shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Director of Public Works. Appurtenances shall include but are not limited to sign post and bases, delineator posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc.

The Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is he required to rake or pick up the cuttings.

WEED EATING: The Contractor will be required to weed eat around all appurtenances located within the right-of-way. Appurtenances shall include but are not limited to sign posts and bases, delineator posts, mail box posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc. Weed eating shall be performed as to create a uniform appearance with the adjacent mowed areas.

HERBICIDE TREATMENT: The Contractor may choose to treat problem areas that cannot be mowed or are difficult to cut with a weed trimmer such as around certain culvert pipes or guard rails with a herbicide. Treatment of problem areas shall not cause an unsightly appearance and will be limited the most difficult areas to reach. The Contractor will coordinate the use of herbicides with the Director of Public Works prior to its use.

PAYMENT: The quantities to be paid for shall be the number of acres of roadside mowed in accordance with these special provisions. The quantity of the mowing areas has been predetermined by the County. These quantities shall be the pay quantities for each mowing cycle completed and accepted, provided that deduction shall be made for any areas omitted under these special provisions. Payment shall be full compensation for furnishing all equipment, materials, labor, supervision and incidentals necessary to complete all mowing operations specified.

NEAREST SERVICES REP LOCATION: It is the intent of the County to enter into an agreement with the selected vendor to provide the services. The successful vendor will retain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioners.

PROPOSAL RESPONSE REQUIREMENTS

Overview

The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a

Proposal by a/an:

- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
- b. Limited Liability Company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- c. Individual shall show the Proposer's name and business address.
- d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

All names shall be printed in ink below the signatures.

The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.

The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

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

EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.

The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.

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

The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.

In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.

The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Relevant experience with Roadside Right-of-way mowing	15
2. Proof of appropriate equipment	20
3. Bid reflects understanding of services to be provided	15
4. References on Recent Projects	10
5. Submitted all required documents listed on the check list	20
6. Cost Proposal	20
TOTAL POSSIBLE POINTS	100

Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Taylor County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

Proposers may be selected for interviews or oral presentations (shortlisted).

INTENT TO AWARD AND CONTRACT EXECUTION

The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.

The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Taylor County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.

The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

After successful posting of the award, the Successful Proposer will be required to enter into the Contract with the County.

STANDARD TERMS AND CONDITIONS

Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Taylor Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or SOW means the scope of work and/or services.

FLORIDA PUBLIC RECORDS LAW AND CONFIDENTIALITY

By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

CONSTRUCTION AND VENUE

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Taylor County, Florida, United States.

TERM OF THE CONTRACT AND TERMINATION

The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and continue until the completion of the project.

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

JAMIE ENGLISH

District 1

JIM MOODY

District 2

**MICHAEL
NEWMAN**
District 3

PAM FEAGLE

District 4

THOMAS DEMPS

District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk

Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone

(850) 838-3549 Fax

**LAWANDA PEMBERTON,
County Administrator**

201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6
Phone

(850) 838-3501 Fax

**CONRAD C. BISHOP, JR.,
County Attorney**

Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone

(850) 584-2433 Fax

PROJECT IDENTIFICATION: ROADSIDE RIGHT-OF-WAY MOWING IN TAYLOR COUNTY.

THIS BID IS SUBMITTED TO:

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

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents for the professional services for the Roadside Right-of-way Mowing in Taylor County. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

- (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

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

5. Communications concerning this Bid shall be addressed to:

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

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

SUBMITTED on _____, 2022

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNERSHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)

Name of Person Authorized to Sign

(Corporate Seal) _____

Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECK-LIST

Check Items Included

With Bid:

- _____ 1. Written Bid Proposal.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the
General Bid Considerations (**MUST BE INCLUDED WITH BID**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption
Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by
Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH BID SPECIFICATIONS**).
- _____ 5. If a Bid Bond is required, it must be submitted with the bid in the
amount of five percent (5%) of the bid amount.
If a performance Bond is required, the successful bidder must provide same prior
to the County accepting the contract.
- _____ 6. Proof of appropriate equipment with safety features OR letter of credit from a lending institution.
- _____ 7. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).
- _____ 8. Hold Harmless, Release and Indemnify Agreement (**MUST BE INCLUDED WITH BID**)

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

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

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

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

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

Whose business address is _____
_____ and

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

3. My name is _____ and my relationship to the entity
named above is _____.

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

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"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

_____, _____.

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

ROADSIDE RIGHT-OF-WAY MOWING IN TAYLOR COUNTY

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, and action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2022,

WITNESS:

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, _____, personally known to me () produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2022, by

CONTRACT FOR
TAYLOR COUNTY -
ROADSIDE RIGHT-OF-WAY MOWING

This contract made the _____ day of _____, 2022 between Taylor County, hereinafter called the County, and _____, hereinafter called the contractor.

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

SCOPE OF WORK: The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, necessary tools, herbicide treatment, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, all the work required in connection with maintaining County roadside right-of-way by litter removal, weed eating, and mowing approximately 1,100 acres at a frequency of 3 to 4 times per year or as directed by the Director of Public Works. Mowing shall be along both road shoulders from the edge of the roadway to the currently maintained and cleared mow limit.

CONTRACT PRICE: The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ _____ per acre, satisfactorily mowed. Payment for acres mowed is subject to acceptance and approval by the County Public Works Director and will be at the end of each mowing cycle based on invoices furnished by the Contractor.

CONTRACT TERM: This contract shall be for 3 years (36 months) period commencing _____, 2022 and ending _____, 2025. This contract may be renewed at the end of said 36 months period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, they shall notify the other party by certified mail no later than 60 days prior to the end of the contract term. The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period.

ASSIGNMENTS: This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County. If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated. If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted, at the contract unit price.

DEFAULT OF CONTRACT: If the Contractor fails to begin the work under the contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten (10) calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments, E-verify requirements, or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten (10) calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

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

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

GENERAL LIABILITY INSURANCE: The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract.

The Contractor shall carry Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law with a company in Florida on all employees working on County property for services and work to be rendered in accordance with this contract. Workers' Compensation exemptions will be

accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

PERMITS, RULES & REGULATIONS: It shall be the Contractors responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

The Contractor agrees to abide by all applicable State and Federal laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, and Environmental Protection Agency.

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

VENUE: Taylor County, Florida, shall be the proper venue for any litigation involving this contract.

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

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) The Contractor's Proposal
- (d) This Instrument

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

AUTHORIZED PERSONNEL: The Contractor is to contact the following for any correspondence or questions regarding this project:

Hank Evans
County Public Works Director
587 East US 27
Perry, Florida 32347
Telephone number (850) 838-3528.

IN WITNESS WHEREOF the parties, hereto have caused this instrument to be
executed this _____ DAY OF _____, 2022.
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
Thomas Demps, Chairperson

BY: _____
Contractor

ATTESTED: _____
Gary Knowles, Clerk of Court

WITNESS: _____
For the Contractor

WITNESS: _____
For the Contractor

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider adoption of a resolution to abandon a portion of 1st St NW located North of 5th Ave NW, between Block 119 & Block 106 in the Steinhatchee Subdivision.

MEETING DATE REQUESTED:

March 22, 2022

Statement of Issue: Public hearing for right-of-way abandonment

Fiscal Impact: Property added to tax roll

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: C. D. King & Company

Contact: (386) 365-0895

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received a right of way abandonment application from C. D. King & Company on January 26, 2022 to request abandonment of a portion of a 1st St NW, North of 5th Ave NW in the Steinhatchee Subdivision. A notice for the required public hearing was ran in the newspaper and notice was sent to all property owners within 500 feet from the subject areas as required by the Land Development Code.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close the portion of the right-of-way.

Options:

1. Approve abandonment
2. Deny the abandonment

Attachments:

1. Copy of application
2. Copy of resolution
3. Copy of notice
4. Location map

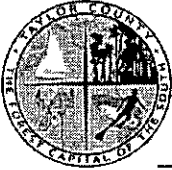
MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 3-10-22 RECEIPT #: 2343

ROAD NAME: First Street N.W. Closed

PHYSICAL LOCATION: Lying between Block 106 and 119 of the
Steinhatchee Subdivision

APPLICANT: Carl D. King

ADDRESS: 128 S.W. Beaver St. Fort White, FL 32038

PHONE #: 386-365-0895

ADJOINING PROPERTY OWNER(S)

NAME: Edward D. Lampman JR SIGNATURE: _____

ADDRESS: 1/6 Bonnie Wilson 12113 New Highway PHONE: 757-716-7146
68 Tellico Plains, TN 37385

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: Joseph H & Wendy J. ^{Page} SIGNATURE: _____

ADDRESS: 692 Luanne Way Monroe, GA 30658 PHONE: 678-828-8211

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

PETITION TYPE

Plat: _____ Portion of plat: _____ Right-of-way: _____ Public easement: _____

Public interest in private right-of-way: _____

DEED INFORMATION

Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

APPLICANT: C. D. King & Company LLC Relationship
Carl David & Debbie King husband & wife
128 SW Beaver St. Fort White, FL 32038

ADJOINING PROPERTY OWNER: Edward D. Lampman SR ETAL Relationship
c/o Bonnie Wilson 12113 New Highway 68
Tellico Plains, TN. 37385

ADJOINING PROPERTY OWNER: Joseph H & Mandy J. Page Relationship
692 Luanne Way Monroe, GA. 30655 husband & wife

ADJOINING PROPERTY OWNER: _____ Relationship

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE:

Carl D. King

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY:

Carl D. King
Print Name

SIGNATURE:

Carl D. King

ROAD CLOSING PROCESS

1. SUBMIT COMPLETED APPLICATION WITH ALL ATTACHMENTS AND \$250.00 APPLICATION FEE (NON-REFUNDABLE).
2. APPLICATION REVIEWED BY PLANNING STAFF.
3. IF FOUND INCOMPLETE, APPLICATION WILL BE RETURNED TO APPLICANT FOR REVISION.
4. ONCE FOUND COMPLETE, ITEM PLACED ON NEXT AVAILABLE COUNTY COMMISSION MEETING FOR APPROVAL TO HOLD PUBLIC HEARING.
5. PUBLIC NOTICE RAN IN LOCAL NEWSPAPER 14-DAYS PRIOR TO PUBLIC HEARING. (advertising cost must be paid by applicant)
6. PUBLIC HEARING HELD BEFORE COUNTY COMMISSION.
7. RESOLUTION ADOPTION ADVERTISED IN LOCAL NEWSPAPER WITHIN 30-DAYS OF HEARING (advertising cost must be paid by applicant).
8. RECORDING OF RESOLUTION AND PROOF OF NOTICE FOR HEARING AND RESOLUTION IN DEED RECORDS AT THE COUNTY CLERK'S OFFICE.
9. RECORDING OF DEEDS AT THE COUNTY CLERK'S OFFICE.

RESOLUTION

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

1

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:00 o'clock a.m. on the 22nd day of March, A.D. 2022, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

DESCRIPTION: First Street NW

That part of First Street NW, lying between Block 106 and 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows: Begin at the southeast corner of Lot 10 Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of Circuit Court of Taylor County, Florida and run North along the west right of way line of First Street NW a distance of 480.0 feet more or less to the north line of said subdivision; thence run East along said north line, a distance of 100.0 feet more or less to the northwest corner of Lot 1, Block 106 of said Subdivision; thence run South along the east right of way of said First Street NW, a distance of 480.0 feet more or less to the north right of way of Fifth Avenue NW; thence run West along said north right of way, a distance of 100.0 feet to the Point of Beginning. Containing 1.0 acres, more or less.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2022.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

NOTICE

NOTICE is hereby given that the Board of County Commissioners, Taylor County, Florida, did at their regular meeting held on Tuesday, the 22nd day of March, 2022, after due and proper Notice of Public Hearing, close and abandon the certain portions of or parts of the streets, alleys, or roads, located in Taylor County Florida, on behalf of Carl D. King, whose Post Office address is 128 S.W. Beaver St., Fort White, Florida 32038, as evidenced by the below Resolution in compliance with Chapter 336.10 Florida Statutes:

RESOLUTION

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

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:00 o'clock a.m. on the 22nd day of March, A.D. 2022, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

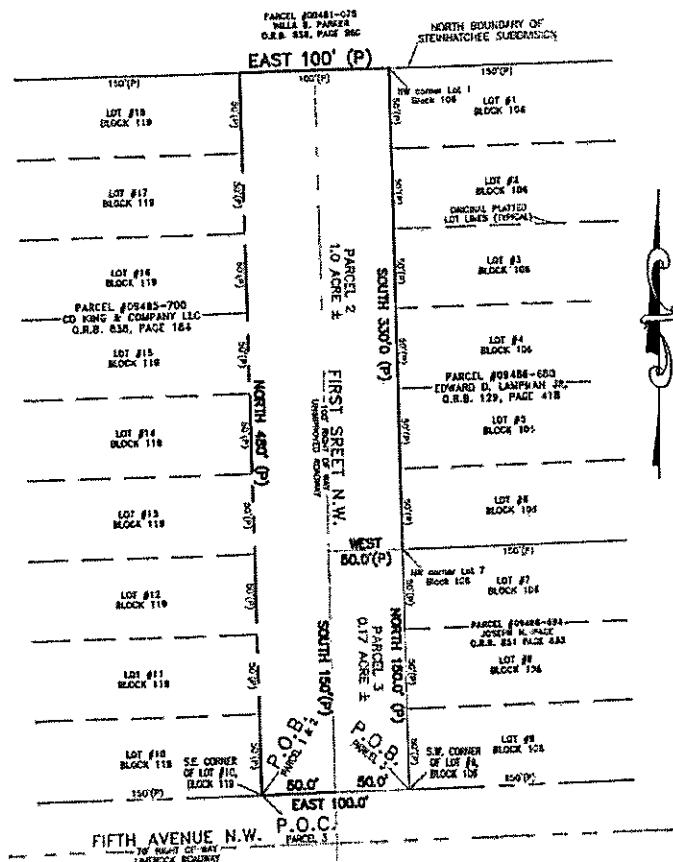
DESCRIPTION: First Street NW

That part of First Street NW, lying between Block 106 and 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows: Begin at the southeast corner of Lot 10 Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of Circuit Court of Taylor County, Florida and run North along the west right of way line of First Street NW a distance of 480.0 feet more or less to the north line of said subdivision; thence run East along said north line, a distance of 100.0 feet more or less to the northwest corner of Lot 1, Block 106 of said Subdivision; thence run South along the east right of way of said First Street NW, a distance of 480.0 feet more or less to the north right of way of Fifth Avenue NW; thence run West along said north right of way, a distance of 100.0 feet to the Point of Beginning. Containing 1.0 acres, more or less.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2022.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

Sketch of Description Lying in Section 23, Township 09 South, Range 09 East, Taylor County, Florida



DESCRIPTION: First Street NW
That part of First Street NW, lying between Block 106 and 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:
Begin at the southeast corner of Lot 10 Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of Circuit Court of Taylor County, Florida and run North along the west right of way line of First Street NW a distance of 480.0 feet more or less to the north line of said subdivision; thence run East along said north line, a distance of 100.0 feet more or less to the northwest corner of Lot 1, Block 106 of said Subdivision; thence run South along the east right of way of said First Street NW, a distance of 480.0 feet more or less to the north right of way of Fifth Avenue NW; thence run West along said north right of way, a distance of 100.0 feet to the Point of Beginning. Containing 1.0 acres, more or less.

DESCRIPTION: CARL KING
That part of First Street NW, lying between Block 106 and 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:
Begin at the southeast corner of Lot 10 Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of Circuit Court of Taylor County, Florida and run North along the west right of way line of First Street NW a distance of 480.0 feet more or less to the north line of said subdivision; thence run East along said north line, a distance of 100.0 feet more or less to the northwest corner of Lot 1, Block 106 of said Subdivision; thence run South along the east right of way of said First Street NW, a distance of 330.0 feet more or less to the northwest corner of Lot 7, Block 106 of said subdivision; thence run West, a distance of 50.0 feet more or less to a point on the centerline of First Street NW; thence run South along said centerline, a distance of 150.0 feet more or less to the north right of way of Fifth Ave NW; thence run West along said right of way, a distance of 50.0 feet to the Point of Beginning. Containing 0.91 acres, more or less.

DESCRIPTION: JOSEPH H. PAGE
That part of First Street NW, lying between Block 106 and 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:
Commence at the southeast corner of Lot 10 Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of Circuit Court of Taylor County, Florida and run East along the north right of way line of Fifth Avenue NW, a distance of 50.0 feet to the intersection of the centerline of First Street NW and the POINT OF BEGINNING; thence from said Point of Beginning, continue East along said right of way line, 50.0 feet to the southwest corner of Lot 9, Block 106 of said subdivision; thence run North along the east right of way line of First Street NW, a distance of 150.0 feet to the northwest corner of Lot 7, Block 106; thence run West, a distance of 50.0 feet to a point on the centerline of said First Street NW; thence run South along said centerline, a distance of 150.0 feet to the Point of Beginning. Containing 0.17 acres, more or less.

SURVEYORS NOTES:

1. Bearings hereon are based on centerline of Fifth Avenue North, assumed.
2. No Field Work was performed.
3. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.
4. The hereon signed surveyor has not been provided a current title opinion or abstract of matter affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.
5. Underground Improvements, utilities, interior fences and other improvements were not located except as shown.
6. Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid. This drawing or map is not intended or represented to be suitable for reuse by the client or others on extension of the project or on any other project. Any reuse without written verification for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to Delta Professional Land Services, LLC.
7. This drawing is intended to be printed at a scale of 1 inch = 80 feet on 11 inch by 17 inch paper.
8. THIS IS NOT A BOUNDARY SURVEY

LEGEND:

- (P) = PLAT
(M) = MEASURED
IDENT. = IDENTIFICATION
LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR & MAPPER

REVISED 02/15/2022

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

CERTIFICATION:
I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Lawrence D. Rowell
Lawrence D. Rowell P.S.M.
Professional Surveyor and Mapper
F.R.C. #3223 - L.B. #7739

3/10/22
DATE:

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



DELTA
PROFESSIONAL LAND
SERVICES, LLC.

1510 MAY POB ROAD GREENVILLE, FL 32331
NORTH FLORIDA SOUTH GEORGIA
PHONE (850) 551-2848 ldr@delta-point.net

CERTIFICATIONS:

CARL KING

SCALE: 1" = 80'

JOB No: 21-088-43

DWG. No: 07092021

DRAWN BY: LDR

CHECKED BY: WC, SEB

SURVEY DATE: N/A

FIELD BOOK: N/A

PAGE: N/A



**NOTICE OF PROCEDURES FOR
THE CLOSING OF STREETS,
THOROUGHFARES AND ALLEYS
TO WHOM IT MAY CONCERN:**

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 9:00 a.m. on the 22nd day of March, 2022, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, hold a public hearing to consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

DESCRIPTION: First Avenue NW

That part of First Avenue NW, lying between Block 106 and 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Begin at the southeast corner of Lot 10 Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of Circuit Court of Taylor County, Florida and run North along the west right of way line of First Avenue NW a distance of 480.0 feet more or less to the north line of said subdivision; thence run East along said north line, a distance of 100.0 feet more or less to the northwest corner of Lot 1, Block 106 of said Subdivision; thence run South along the east right of way of said First Avenue NW, a distance of 480.0 feet more or less to the north right of way of Fifth Avenue NW; thence run West along said north right of way, a distance of 100.0 feet to the Point of Beginning. Containing 1.0 acres, more or less.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing 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.

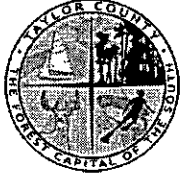
This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider adoption of a resolution to abandon an alley in Block 119 of the Steinhatchee Subdivision.

MEETING DATE REQUESTED:

March 22, 2022

Statement of Issue: Public hearing for right-of-way abandonment

Fiscal Impact: Property added to tax roll

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: C. D. King & Company

Contact: (386) 365-0895

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received a right of way abandonment application from C. D. King & Company on January 26, 2022 to request abandonment of an alley in Block 119 in the Steinhatchee Subdivision. A notice for the required public hearing was ran in the newspaper and notice was sent to all property owners within 500 feet from the subject areas as required by the Land Development Code.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close the portion of the right-of-way.

Options:

1. Approve abandonment
2. Deny the abandonment

Attachments:

1. Copy of application
2. Copy of resolution
3. Copy of notice
4. Location map

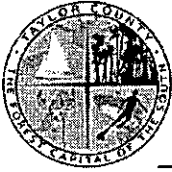
MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 3-10-22 RECEIPT #: 2344

ROAD NAME: Closed Alley

PHYSICAL LOCATION: N of NW 5th Ave Closed Alley between parcels 1 thru 7 and parcel 2

APPLICANT: Carl D. King

ADDRESS: 128 SW Beaver St. Fort White, FL 32038

PHONE #: 386-365-0895

ADJOINING PROPERTY OWNER(S)

NAME: Gann Mark & Misty SIGNATURE: _____

ADDRESS: P.O. Box 1219 Mableton, GA 30126 PHONE: 770-648-0171

NAME: Gann Bruce & Dawn SIGNATURE: _____

ADDRESS: 598 Concord Rd. SW Smyrna, GA 30082 PHONE: 770-318-1822

NAME: Figueroa Miguel SIGNATURE: _____

ADDRESS: 7621 NW 40th Ave Gainesville, FL 32606 PHONE: 352-281-2634

NAME: Duran Paul SIGNATURE: _____

ADDRESS: 150 Conifer Lane Rockmart, GA 30153 PHONE: 404-502-7393

PETITION TYPE

Plat: _____ Portion of plat: _____ Right-of-way: _____ Public easement: _____

Public interest in private right-of-way: _____

DEED INFORMATION

Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

APPLICANT: C.D. King & Company LLC. Relationship _____
Carl David & Bellie King husband & wife
128 SW. Beaver St. Fort White, FL 32038

ADJOINING PROPERTY OWNER: Mark & Misty Pann Relationship _____
P.O. 1219 Mableton, GA 30126 husband & wife

ADJOINING PROPERTY OWNER: Bruce & Dawn Pann Relationship _____
598 Coward Rd. SW Smyrna, GA 30082 husband & wife

ADJOINING PROPERTY OWNER: Miguel Figuero Relationship _____
2621 NW 21st Ave. Gainesville, FL 32606

ADJOINING PROPERTY OWNER: Pual Duran Relationship _____
150 Conifer Lane Rd. Rockmart, GA 30153

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE:

Carl D. King

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY:

Carl D. King

Print Name

SIGNATURE:

Carl D. King

ROAD CLOSING PROCESS

1. SUBMIT COMPLETED APPLICATION WITH ALL ATTACHMENTS AND \$250.00 APPLICATION FEE (NON-REFUNDABLE).
2. APPLICATION REVIEWED BY PLANNING STAFF.
3. IF FOUND INCOMPLETE, APPLICATION WILL BE RETURNED TO APPLICANT FOR REVISION.
4. ONCE FOUND COMPLETE, ITEM PLACED ON NEXT AVAILABLE COUNTY COMMISSION MEETING FOR APPROVAL TO HOLD PUBLIC HEARING.
5. PUBLIC NOTICE RAN IN LOCAL NEWSPAPER 14-DAYS PRIOR TO PUBLIC HEARING. (advertising cost must be paid by applicant)
6. PUBLIC HEARING HELD BEFORE COUNTY COMMISSION.
7. RESOLUTION ADOPTION ADVERTISED IN LOCAL NEWSPAPER WITHIN 30-DAYS OF HEARING (advertising cost must be paid by applicant).
8. RECORDING OF RESOLUTION AND PROOF OF NOTICE FOR HEARING AND RESOLUTION IN DEED RECORDS AT THE COUNTY CLERK'S OFFICE.
9. RECORDING OF DEEDS AT THE COUNTY CLERK'S OFFICE.

RESOLUTION

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

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:05 o'clock a.m. on the 22nd day of March, A.D. 2022, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

DESCRIPTION: PARCEL 1 (Alley in Block 119)

The alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Begin at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and run North along the west line of said alley, a distance of 480 feet to the northeast corner of Lot 1 of Block 119; thence run East a distance of 20 feet to the northwest corner of Lot 18 of Block 119; thence run South along the east line of said alley, a distance of 480 feet to the southwest corner of Lot 10 of Block 119; thence run West along the north right of way of Fifth Ave, NW, a distance of 20 feet to the Point of beginning. Containing 0.2 acres, more or less.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2022.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

NOTICE

NOTICE is hereby given that the Board of County Commissioners, Taylor County, Florida, did at their regular meeting held on Tuesday, the 22nd day of March, 2022, after due and proper Notice of Public Hearing, close and abandon the certain portions of or parts of the streets, alleys, or roads, located in Taylor County Florida, on behalf of Carl D. King, whose Post Office address is 128 S.W. Beaver St., Fort White, Florida 32038, as evidenced by the below Resolution in compliance with Chapter 336.10 Florida Statutes:

RESOLUTION

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

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:05 o'clock a.m. on the 22nd day of March, A.D. 2022, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

DESCRIPTION: PARCEL 1 (Alley in Block 119)

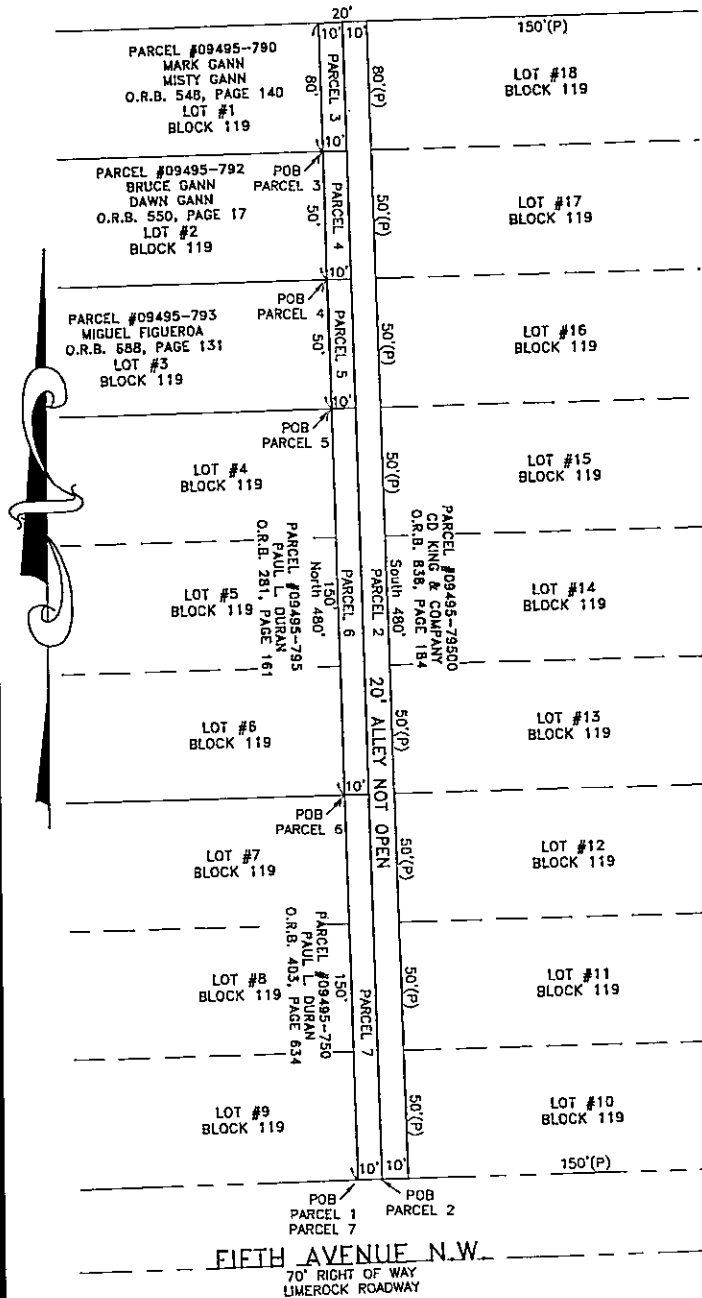
The alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Begin at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and run North along the west line of said alley, a distance of 480 feet to the northeast corner of Lot 1 of Block 119; thence run East a distance of 20 feet to the northwest corner of Lot 18 of Block 119; thence run South along the east line of said alley, a distance of 480 feet to the southwest corner of Lot 10 of Block 119; thence run West along the north right of way of Fifth Ave, NW, a distance of 20 feet to the Point of beginning. Containing 0.2 acres, more or less.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2022.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

CD KING & COMPANY
O.R.B. 840, PAGE 192



SURVEYORS NOTES:

1. Bearings hereon are based on centerline of Fifth Avenue North, assumed.
2. If no difference is shown, the deed/plot call bearings and distances are the same as measured.
3. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.
4. The hereon signed surveyor has not been provided a current title opinion or abstract of matter affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.
5. Underground improvements, utilities, interior fences and other improvements were not located except as shown.
6. Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid. This drawing or map is not intended or represented to be suitable for reuse by the client or others on extension of the project or on any other project. Any reuse without written verification for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to Delta Professional Land Services, LLC.
7. This survey is based on a closed and balanced traverse in which the closure meets or exceeds the criteria as outlined in Florida Administrative Code section 5J-17.
8. This drawing is intended to be printed at a scale of 1 inch = 100 feet on 11 inch by 17 inch paper.
9. Fence locations shown hereon (if any) are located at the corners or ends only unless otherwise specified. Fencing may meander along property lines.
10. THIS IS NOT A BOUNDARY SURVEY

THIS IS PAGE 1 OF 2
NONE ARE TO BE CONSIDERED COMPLETE
WITHOUT THE OTHERS

LEGEND:

(P) = PLAT
(M) = MEASURED
IDENT. = IDENTIFICATION
LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR
& MAPPER

CERTIFICATION:

I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Lawrence D. Rowell P.S.M.
Professional Surveyor and Mapper
F.R.C. #3223 - L.B. #7739

DATE:

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

Sketch of Description
Lying in Section 23, Township 09 South,
Range 09 East, Taylor County, Florida

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



DELTA
PROFESSIONAL LAND
SERVICES, LLC.

4510 MAY POB ROAD GREENVILLE, FL 32331
NORTH FLORIDA SOUTH GEORGIA
PHONE (850)584-2849 lardelta@fairpoint.net

CERTIFICATIONS:

CARL KING

SCALE: 1" = 50'

JOB No: 21-088-43

DWG. No: 08242021

DRAWN BY: LDR

CHECKED BY: KVO

SURVEY DATE: N/A

FIELD BOOK: N/A

PAGE: N/A

DESCRIPTION: PARCEL 1 (Alley In Block 119)

The alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Begin at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and run North along the west line of said alley, a distance of 480 feet to the northeast corner of Lot 1 of Block 119; thence run East a distance of 20 feet to the northwest corner of Lot 18 of Block 119; thence run South along the east line of said alley, a distance of 480 feet to the southwest corner of Lot 10 of Block 119; thence run West along the north right of way of Fifth Ave, NW, a distance of 20 feet to the Point of beginning. Containing 0.2 acres, more or less.

DESCRIPTION: PARCEL 2 (Parcel ID 09495-790)

That part of the alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Commence at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and run East along the northerly right of way of Fifth Ave, NW, a distance of 10.00 feet to a point on the centerline of said alley and the POINT OF BEGINNING; thence from said Point of Beginning, run North along the centerline of said alley a distance of 480 feet to the north line of said Subdivision; thence run East along said subdivision line, a distance of 10 feet to the northwest corner of Lot 18 of Block 119; thence run South along the east line of said alley, a distance of 480 feet; thence run West along the north right of way of Fifth Ave, NE, a distance of 10 feet to the Point of Beginning. Containing 0.1 acre, more or less.

DESCRIPTION: PARCEL 3 (Parcel ID 09495-790)

That part of the alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Commence at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and thence run North along the west line of said alley, a distance of 400 feet to the southeast corner of Lot 1, Block 119 and the POINT OF BEGINNING; thence continue North along the west line of said alley, a distance of 80 feet to the northeast corner of said Lot 1 and the north line of said subdivision; thence run East along said north line a distance of 10 feet to a point on the centerline of said alley; thence run South along said centerline a distance of 80 feet; thence run West a distance of 10 feet to the Point of beginning. Containing 0.01 acre, more or less.

DESCRIPTION: PARCEL 4 (Parcel ID 09495-792)

That part of the alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Commence at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and thence run North along the west line of said alley, a distance of 350 feet to the southeast corner of Lot 2, Block 119 and the POINT OF BEGINNING; thence from said Point of Beginning, continue North, a distance of 50 feet to the northeast corner of said Lot 2; thence run East a distance of 10 feet to a point on the centerline of said alley; thence run South along said centerline, a distance of 50 feet; thence run West a distance of 10 feet to the Point of Beginning. Containing 0.01 acre, more or less.

DESCRIPTION: PARCEL 5 (Parcel ID 09495-793)

That part of the alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Commence at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and thence run North along the west line of said alley, a distance of 300 feet to the southeast corner of Lot 3, Block 119 and the POINT OF BEGINNING; thence from said Point of Beginning, continue North a distance of 50 feet to the northeast corner of said Lot 3; thence run East a distance of 10 feet to a point on the centerline of said alley; thence run South along the centerline of said alley, a distance of 50 feet; thence run West a distance of 10 feet to the Point of Beginning. Containing 0.01 acre, more or less.

DESCRIPTION: PARCEL 6 (Parcel ID 09495-795)

That part of the alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Commence at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and thence run North along the west line of said alley, a distance of 150 feet to the southeast corner of Lot 6 Block 119 and the POINT OF BEGINNING; thence from said Point of Beginning, continue North along said west line a distance of 150 feet to the northeast corner of Lot 4, Block 119; thence run East a distance of 10 feet to a point on the centerline of said alley; thence run South along said centerline, a distance of 150 feet; thence run West a distance of 10 feet to the Point of Beginning. Containing 0.03 acre, more or less.

DESCRIPTION: PARCEL 7 (Parcel ID 09495-750)

That part of the alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

Begin at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and thence run North along the west line of said alley, a distance of 150 feet to the northeast corner of Lot 7 Block 119; thence run East a distance of 10 feet to a point on the centerline of said alley; thence run South along said centerline, a distance of 150 feet; thence run West along the northerly right of way of Fifth Ave, NW a distance of 10 feet to the Point of Beginning. Containing 0.03 acre, more or less.

THIS IS PAGE 1 OF 2
NONE ARE TO BE CONSIDERED COMPLETE
WITHOUT THE OTHERS

SCALE: 1" = 50'
JOB No: 21-088-43
DWG. No: 08242021
DRAWN BY: LDR
CHECKED BY: KVO
SURVEY DATE: N/A
FIELD BOOK: N/A
PAGE: N/A



**NOTICE OF PROCEDURES FOR
THE CLOSING OF STREETS,
THOROUGHFARES AND ALLEYS
TO WHOM IT MAY CONCERN:**

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 9:05 a.m. on the 22nd day of March, 2022, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, hold a public hearing to consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

DESCRIPTION: (Alley in Block 119)

The alley, lying in Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida, more particularly described as follows:

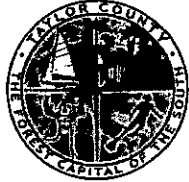
Begin at the southeast corner of Lot 9, Block 119 of the STEINHATCHEE SUBDIVISION, as per plat or map of said subdivision recorded in the Office of the Clerk of the Circuit Court of Taylor County Florida and run North along the west line of said alley, a distance of 480 feet to the northeast corner of Lot 1 of Block 119; thence run East a distance of 20 feet to the northwest corner of Lot 18 of Block 119; thence run South along the east line of said alley, a distance of 480 feet to the southwest corner of Lot 10 of Block 119; thence run West along the north right of way of Fifth Ave, NW, a distance of 20 feet to the Point of beginning. Containing 0.2 acres, more or less.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing 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.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll. Dated this 9th day of March, 2022.

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

Board to hold the annual Public Hearing to discuss and receive public input for the local Transportation Disadvantaged Program at 9:15 a.m.

Meeting Date:

March 22, 2022

Statement of Issue: Board to hold annual Public Hearing required of the Transportation Disadvantaged Planning Grant at 9:15 a.m.

Recommendation: N/A

Fiscal Impact: \$ \$20,444.00 for administration of the program that funds a portion of the Grant Dept. salaries, benefits, and supplies

Budgeted Expense: Yes

☒

No

☐

N/A

☐

Submitted By: Jami Evans

Contact: Jami Evans, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County receives planning grant funds each year for the administration of the local Transportation Disadvantaged Program. The terms of the Planning Grant require that an annual public hearing is held to update the public on the status of the program and receive public input.

Attachments: 1. Information on the Transportation Disadvantaged Program.

2. _____

County: Taylor
 CTC: Big Bend Transit, Inc.
 Contact: Shawn Mitchell
 Post Office Box 1721
 Tallahassee, FL 32302
 850-574-6266

Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	0
Unduplicated Head Count	457



Trips By Type of Service	2019	2020	2021	Vehicle Data	2019	2020	2021
Fixed Route (FR)	0	0	0	Vehicle Miles	193,576	228,020	161,271
Deviated FR	5,752	4,562	3,007	Roadcalls	7	2	1
Complementary ADA	0	0	0	Accidents	0	0	0
Paratransit	11,096	8,980	7,711	Vehicles	8	7	10
TNC	0	0	0	Drivers	6	6	5
Taxi	0	0	0				
School Board (School Bus)	0	0	0				
Volunteers	0	0	0				
TOTAL TRIPS	16,848	13,542	10,718				

Passenger Trips By Trip Purpose	2019	2020	2021
Medical	4,926	4,034	2,891
Employment	3,281	2,680	2,341
Ed/Train/DayCare	5,211	4,071	2,008
Nutritional	1,913	1,671	1,551
Life-Sustaining/Other	1,517	1,086	1,927
TOTAL TRIPS	16,848	13,542	10,718

Financial and General Data	2019	2020	2021
Expenses	\$698,544	\$636,859	\$844,951
Revenues	\$636,684	\$781,310	\$967,564
Commendations	4	0	4
Complaints	0	0	0
Passenger No-Shows	308	201	85
Unmet Trip Requests	0	0	1

Passenger Trips By Revenue Source	2019	2020	2021
CTD	6,735	6,015	6,461
AHCA	2,046	1,505	394
APD	1,712	1,122	577
DOEA	0	0	0
DOE	0	0	0
Other	6,355	4,900	3,286
TOTAL TRIPS	16,848	13,542	10,718

Performance Measures	2019	2020	2021
Accidents per 100,000 Miles	0	0	0
Miles between Roadcalls	27,654	114,010	161,271
Avg. Trips per Passenger	19.32	19.21	23.45
Cost per Trip	\$41.46	\$47.03	\$78.83
Cost per Paratransit Trip	\$41.46	\$47.03	\$78.83
Cost per Total Mile	\$3.61	\$2.79	\$5.24
Cost per Paratransit Mile	\$3.61	\$2.79	\$5.24

Trips by Provider Type	2019	2020	2021
CTC	16,848	13,542	10,718
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
TOTAL TRIPS	16,848	13,542	10,718



CTC Trips (cont'd)

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2020 - 06/30/2021

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Passenger Type - One Way						
Older Adults	2,635	0	2,635	4,033	0	4,033
Children At Risk	105	0	105	133	0	133
Persons With Disabilities	2,823	0	2,823	2,822	0	2,822
Low Income	3,982	0	3,982	5,494	0	5,494
Other	1,173	0	1,173	1,060	0	1,060
Total Passenger Type	10,718	0	10,718	13,542	0	13,542
Trip Purpose - One Way						
Medical	2,891	0	2,891	4,034	0	4,034
Employment	2,341	0	2,341	2,680	0	2,680
Education/Training/Daycare	2,008	0	2,008	4,071	0	4,071
Nutritional	1,551	0	1,551	1,671	0	1,671
Life-Sustaining/Other	1,927	0	1,927	1,086	0	1,086
Total Trip Purpose	10,718	0	10,718	13,542	0	13,542
Unduplicated Passenger Head Count (UDPHC)						
UDPHC	457	0	457	705	0	705
Total UDPHC	457	0	457	705	0	705
Unmet & No Shows						
Unmet Trip Requests	1	N/A	1	0	N/A	0
No Shows	85	N/A	85	201	N/A	201
Customer Feedback						
Complaints	0	N/A	0	0	N/A	0
Commendations	4	N/A	4	0	N/A	0

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider Phase 2 of the Special Assessment Study for Solid Waste Services.

**MEETING DATE REQUESTED:**

March 22, 2022

Statement of Issue: To consider authorizing Phase 2 of the Special Assessment Study.

Recommended Action:

Fiscal Impact: \$23,500 Phase 1 (Study)
\$14,500 Phase 2 (Implementation)

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners entered into agreement with Nabors, Giblin and Nickerson and Government Services Group to complete a Special Assessment Solid Waste Study. Nabors, Giblin and Nickerson and Government Services Group have substantially completed Phase 1 of the study.

Should the Board decide to move forward there would be additional costs related to implementation, such as the mailing of notices and advertising. The cost to complete the implementation phase is approximately \$14,500 and mailing of notices and advertising would be an additional expense of \$1.44 per first class notice.

Additionally, the Board should determine if the direction to GSG/NGN will be to prepare the budget utilizing the fractional methodology of assessment or to level the assessment and charge all residential property owners the same rate.

Options: Authorize/Do not authorize Phase 2 and the transfer of funds to complete.

Attachments: Scope of Services Agreement
Resolution of Intent

RESOLUTION

A RESOLUTION OF TAYLOR COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREA OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor County, Florida (the "County") is contemplating the imposition of special assessments for the provision of solid waste services; and

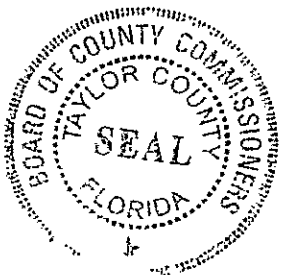
WHEREAS, the County intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing solid waste services to property within the unincorporated area of the County as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2022, in the same manner as provided for ad valorem taxes; and

WHEREAS, the County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

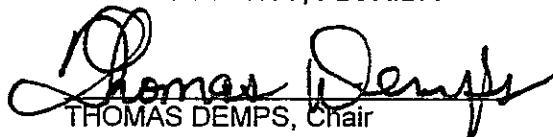
NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2022, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the County, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing solid waste services. Such non-ad valorem assessments shall be levied within the unincorporated area of the County. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.
2. The County hereby determines that the levy of the assessments is needed to fund the cost of solid waste services within the unincorporated area of the County.
3. Upon adoption, the County Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Taylor County Tax Collector, and the Taylor County Property Appraiser by January 10, 2022.
4. This Resolution shall be effective upon adoption.

DULY ADOPTED this 6th day of December, 2021.



TAYLOR COUNTY, FLORIDA


THOMAS DEMPS, Chair

Attest:


GARY KNOWLES, Clerk

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

January 13, 2021

Via Electronic Transmission

LaWanda Pemberton
Taylor County Administrator
Taylor County Administrative Complex
201 East Green Street
Perry, Florida 32347

Re: Updating the County's Existing Solid Waste Collection and Disposal
Services Assessment Programs

Dear Ms. Pemberton:

Pursuant the County's recent request, I understand the County is interested in updating and reimplementing its solid waste collection and disposal services assessment program. As such, you have requested a proposal for Nabors, Giblin & Nickerson, P.A. ("NG&N") to assist the County in this project, including the rate consultant services of Government Services Group, Inc. ("GSG").

Please review the attached scopes of service, attached as Appendices A and B, which include the proposed scope of services, fees, project deliverables and payments schedules to assist the County. Upon review and satisfactory determination, please sign the proposal where indicated to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

As we are currently preparing our schedule for the upcoming assessment season, we would appreciate your prompt reply which will help us to accommodate your program's schedule and ensure the continuation of this successful recurring revenue source.

LaWanda Pemberton
January 13, 2021
Page 2

If you have any questions, please do not hesitate to contact me. We look forward to working with Taylor County this year.

Sincerely yours,



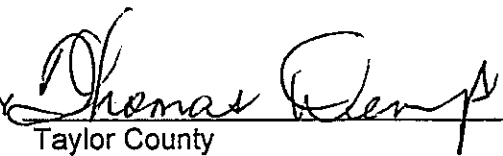
Heather J. Encinosa

HJE:sb

Attachment

cc: David G. Jahosky, GSG (w/att.)

ACCEPTED AND AGREED TO
FOR FISCAL YEAR 2021-22 PROGRAMS:

BY 
Taylor County

01/19/2021
Date

Appendix A

**NG&N'S SCOPE OF SERVICES
SOLID WASTE SERVICES ASSESSMENT PROGRAM
STUDY/UPDATE**

FISCAL YEAR 2021-2022

Scope of Services

SCOPE OF SERVICES – SOLID WASTE COLLECTION AND DISPOSAL

PHASE 1-

- Task 1:** Assist GSG and County staff in evaluating ad valorem tax roll information, solid waste collection and disposal data, agreements, reports and other data pertaining to the provision of solid waste collection and disposal services.
- Task 2:** Assist GSG and County staff in evaluating the full cost of the solid waste collection and disposal service delivery using the County's most current financial information and identify service delivery issues which may affect the apportionment methodology, identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.
- Task 3:** Assist GSG and County staff in determining the total solid waste collection and disposal services assessment revenue requirements to ensure the County recovers the costs of: (a) net solid waste collection and disposal service delivery revenue requirements; (b) implementing the program; and (c) collecting the assessments.
- Task 4:** Assist GSG and County staff in using the current ad valorem tax roll and assessment roll, solid waste collection and disposal data, and service delivery revenue requirements, develop a method of apportionment. Review the assessment apportionment methodology for legal sufficiency.
- Task 5:** Assist GSG and County staff in calculating a proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2021-22 assessment program.
- Task 6:** Assist GSG and County staff in preparation and presentation of an Assessment Memorandum which documents the apportionment methodology and proforma assessment rates.
- Task 7:** Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's solid waste collection and disposal services assessment program.

PHASE 2 -

- Task 8:** Draft all legal documents, including a procedural ordinance and initial and final rate resolutions that impose the solid waste collection and disposal assessment program, and implement the County's policy decisions and proposed methodology.
- Task 9:** Assist with the legal requirements for the adoption of the initial and final rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

FEES AND COSTS

For the professional services and specialized assistance provided by NG&N, we will work under a lump sum professional fee arrangement \$15,500 with \$5,500 allocated to Phase 1 services and \$10,000 allocated to Phase 2 services. Except as noted herein, this lump sum fee includes reimbursement for all out-of-pocket expenses.

The fee for professional services includes two (2) on-site visits by NG&N to the County. Any additional on-site meetings by NG&N may be arranged at our standard hourly rates provided below. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status. The standard hourly rates for NG&N are as follows:

NABORS, GIBLIN & NICKERSON, P.A.

Firm Partners	\$300
Firm Associates	\$250

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule and assuming that notice to proceed is received by January 31, 2021. If notice to proceed occurs after this date, the payment schedule will be adjusted based on the anticipated number of months remaining to complete the project.

Payment Due	Percent of Total	Amount Due
February 2020	50% of Phase 1 fee	\$ 2,750
April 2020	25% of Phase 1 fee	<u>\$ 2,750</u>
Total	PHASE 1	\$ 5,500
June 2020	50% of Phase 2 fee	\$ 5,000
September 2020	50% of Phase 2 fee	<u>\$ 5,000</u>
Total	PHASE 2	\$10,000

DELIVERABLES SCHEDULE

We will adhere to the Critical Events Schedule prepared by GSG and approved by the County.

Appendix B

SCOPE OF SERVICES SOLID WASTE SERVICES ASSESSMENT PROGRAM STUDY/UPDATE

Scope of Services

SCOPE OF SERVICES – SOLID WASTE SERVICES ASSESSMENT PROGRAM UPDATE

PHASE 1 –

- Task 1: Evaluate Reports and Research Issues** Evaluate the County's existing legal documents, ad valorem tax roll information, waste stream analyses, budget and any other data, agreements and reports pertaining to the provision of solid waste services.
- Task 2: Determine Sufficiency of Data for Assessment Program** Based on the evaluation in Task 1, determine if all of the data available is sufficient for updating the assessment program. This includes the waste stream analysis, tonnage information, operations (disposal versus collection) and budget (disposal versus collection) information related to the provision of solid waste services.
- Task 3: Identify Full Costs of Service** Evaluate the full cost of the solid waste service delivery using the County's most current financial information and identify service delivery issues, which may affect the apportionment methodology. Determine the net service delivery revenue requirements. Based upon the nature of the County's delivery of solid waste services.
- Task 4: Develop a Method of Apportionment Methodology** Using the tax roll data, current solid waste assessment roll and solid waste tonnage data for both commercial and residential properties, develop a method of apportionment, classification of properties and the use of the data on the ad valorem tax roll. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- Task 5: Determine Preliminary Revenue Requirements** Advise the County in determining the total solid waste assessment revenue requirements to ensure the County recovers the costs of: (a) net solid waste service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- Task 6: Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the

sufficiency of the database by developing reports to access property information.

Task 7: Apply Apportionment Methodology to Database Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.

Task 8: Calculate a Preliminary Proforma Schedule of Rates Using the current assessment roll provided by the County, calculate a pro forma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.

Task 9: Prepare and Present Assessment Report GSG will prepare and present a draft Assessment Report to County staff that identifies the methodology for apportioning the assessment among the properties, and the calculation of the proforma assessment rates. The Assessment Report will provide recommendations regarding the appropriate authority and collection method to be used for the special assessment program. The Assessment Report will also provide the next steps the County would have to follow to successfully implement the recommendations outlined in the document. GSG will incorporate any comments from County staff and prepare the Final Assessment Report. GSG will then present the Final Assessment Report to the County Commission.

PHASE 2 –

Task 10: Preliminary and Annual Assessment Resolutions GSG will advise and assist the County's legal counsel in drafting the implementing assessment resolutions that conform to the existing assessment ordinance to impose the solid waste assessment to implement the County's policy decisions and proposed methodology.

Task 11: Implementation GSG will assist the County with implementation and collection of the assessment program. Should the County elect to use the uniform method of collection (the tax bill), GSG will advise and assist with the requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including (a) development of first class notice and its distribution, and (b) attendance at the public hearing.
Please note that if the County chooses to utilize GSG to produce the first class notices for this program, the additional mailing costs are identified in the Fees and Costs section.

Fees and Costs

For the professional services and specialized assistance described in the proposed Scope of Services, GSG will work under a "lump sum" fee arrangement of \$22,500 for the solid waste special assessment with \$18,000 allocated to Phase 1 services and \$4,500 allocated to Phase 2 services. This lump sum fee includes reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services includes three (3) on-site visits by GSG to the County. The lump sum fee includes reimbursement for all travel-related out-of-pocket expenses. Meetings in excess of the included on-site visits may be arranged at our standard hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Senior Advisor.....	\$285
Vice President/Managing Director.....	\$285
Director	\$235
Project Manager/Project Coordinator.....	\$185
Database Analyst/Technical Services	\$150
Lead Project Analyst	\$100
Project Analyst	\$ 90
Administrative Support.....	\$ 75

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices, if necessary. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.40 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The County is also responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the County in its defense.

PRELIMINARY DELIVERABLES SCHEDULE

Event	Schedule
Notice to Proceed	By January 31, 2021
Kick-off Meeting/Data Collection	February 2021
Data Analysis	February – March 2021
Budget Analysis	February – March 2021
Develop/Update Apportionment Methodology	March – April 2021
Calculate Proforma Assessment Rates	March – April 2021
Prepare Assessment Memorandum	April – May 2021
Assist with Preliminary Rate Resolution	May – July 2021
Assist with TRIM or First Class Notices	July – August 2021
Assist with Published Notice	July – August 2021
Assist with Annual Rate Resolution	August – September 2021
Assist with Certification of Fiscal Year 2021-22	
Assessment Roll	by September 15, 2021

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable based on the following schedule and assuming that notice to proceed is received by January 31, 2021. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Payment Due	Percent of Total	Amount Due
February 2021	50% of Phase 1 fee	\$ 9,000
April 2021	50% of Phase 1 fee	\$ 9,000

Total	PHASE 1	\$18,000
June 2021	50% of Phase 2 fee	\$ 2,250
September 2021	25% of Phase 2 fee	\$ 2,250
Total	Phase 2	\$4,500

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to consider approval of easement agreement with Duke Energy Florida, LLC.



MEETING DATE REQUESTED: March 22, 2022

Statement of Issue: Requested by Duke Energy Florida, LLC in order to construct, reconstruct, operate and maintain facilities located at Forest Capital Hall.

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: Duke Energy Florida, LLC has requested Board approval for an agreement that provides an easement for a strip of land ten feet in width that would provide ingress/egress in order to maintain newly improved electrical facilities located at Forest Capital Hall (see map). This electrical service was recently upgraded by the Taylor County Development Council in order to facilitate vendors at Chamber sponsored events, such as Bluegrass, Forest Festival and Smokin in the Pines. The service was not adequate to accommodate the electrical amperage needed to allow vendors at the events.

Options: Approve/Not Approve

Attachments: Draft Easement
Map of service area
Email from Danny Collins, Duke Energy Florida, LLC
Letter from Conrad Bishop Jr, County Attorney

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

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

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

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

January 31, 2022

VIA E-MAIL

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

Re: Easement to Duke Energy (Forest Capital Hall)

Dear LaWanda:

This is to acknowledge I received your e-mail of 1/28/22 with regard to an easement to Duke Energy on Forest Capital Hall.

I enclose my corrections (handwritten on the proposed deed).

1. Taylor County, Florida is a political subdivision of the State of Florida. That needs to be corrected.
2. Grantors mailing address is your address.
3. Easement signed by the Chairperson of the board, Hon. Thomas Demps.
4. Correct name or County in the notary part.

As you know, if we were actually deeding the property, we would use the form provided in Florida Statute 125.411 but this is an easement not a deed.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

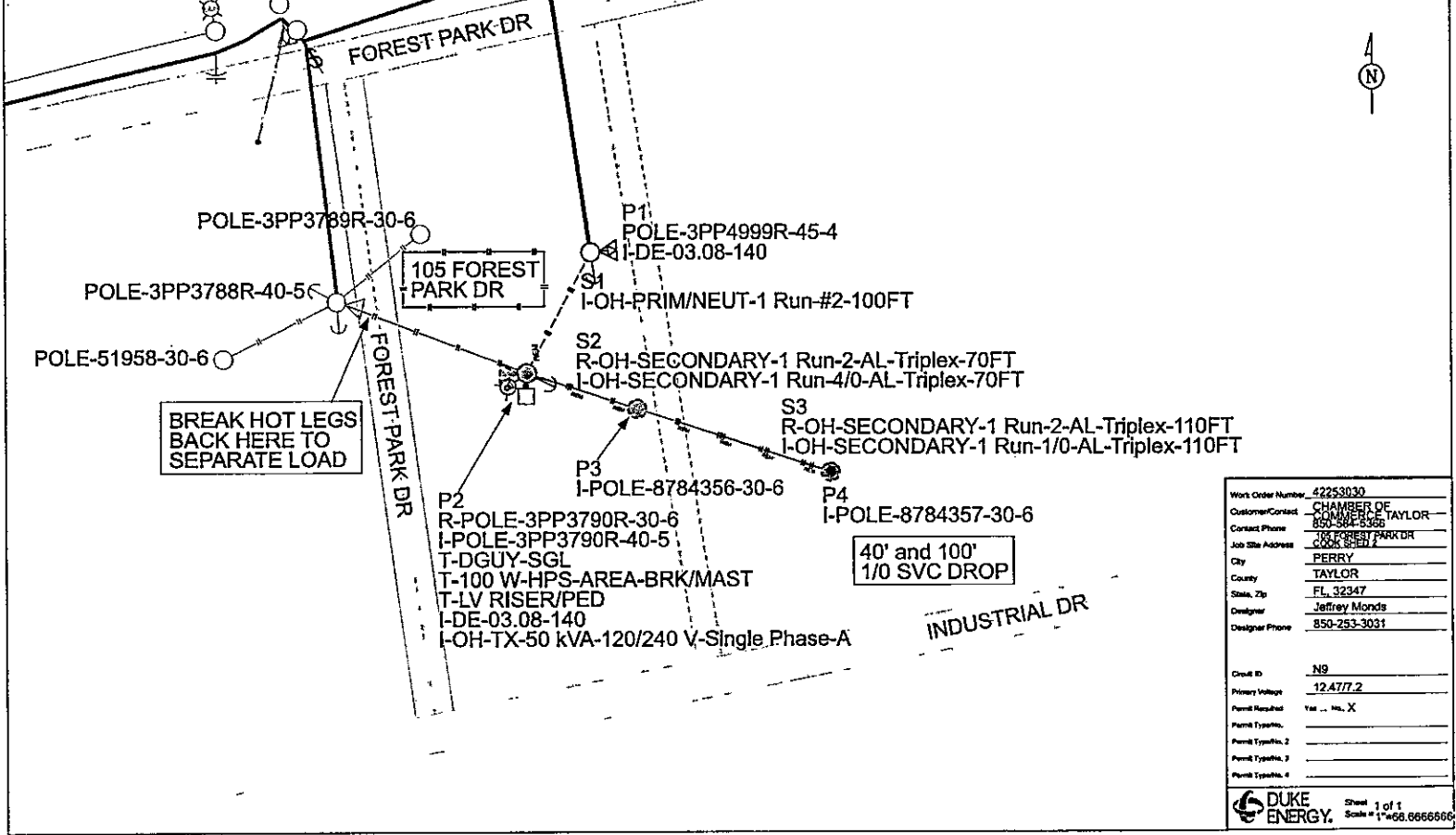
Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

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

SAFETY First 1. PERSONAL ACCOUNTABILITY 2. ACTIVE CARE 3. HAZARD AVOIDANCE	USP: Add Up Stream Protection, Facility ID, and Blocking Device Type USP: RECLOSER 2624485 USP: USP:	Safety Reminders / Adverse Conditions ? ? ?	Work Zone General Comments: Double click to edit
	REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.		



Work Order Number	42253030
Customer/Contact	CHAMBER OF COMMERCE TAYLOR
Contact Phone	850-501-8366
Job Site Address	105 FOREST PARK DR
City	PERRY
County	TAYLOR
State, Zip	FL, 32347
Designer	Jeffrey Monds
Designer Phone	850-253-3031
Circuit ID	N9
Primary Voltage	12.47/7.2
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> X
Permit Type(s)	
Permit Type(s), 2	
Permit Type(s), 3	
Permit Type(s), 4	

Return to: Duke Energy Florida, LLC
Attn: Land Services
2401 25th St. N., SP-15
St. Petersburg, FL 33713

Parcel # 08424-100

EASEMENT

State of Florida

County of Taylor

THIS EASEMENT ("Easement") is made this ____ day of _____, 20____, from
TAYLOR COUNTY, a Florida municipal corporation ("Grantor", whether one or more), to DUKE
ENERGY FLORIDA, LLC, a Florida limited liability company, Post Office Box 14042, St. Petersburg,
FL 33733 ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference. ("Property").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "Easement Area").

For Grantee's Internal Use:
Work Order #: 42253030

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. Intentionally omitted
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

TAYLOR COUNTY, FLORIDA

a Florida municipal corporation

A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

(Witness #1)

Printed Name _____

_____, as _____

(Witness #2)

Printed Name _____

Grantor(s) Mailing Address:

FOREST CAPITAL HALL
203 FOREST PARK DR
PERRY FL 32348

COUNTY IS HARRIS

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____, as _____, of TAYLOR COUNTY, a Florida ~~municipal corporation~~, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public: _____

Printed/Typed Name: _____

Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Dank Circle Suite C, St. Petersburg, FL 33716.

Manny R. Vilaret

Exhibit A

LEG 0074.07 ACRES - THAT PART OF S 1/2 OF NW 1/4 LYING - W OF US 19 & N OF
INDUSTRIAL PARK - DR & E 43.06 FT OF S 1/2 OF NE 1/4 - OF SECT 1-5-7 LYING N OF
INDUSTRIAL - PARK DR

Return to: Duke Energy Florida, LLC
Attn: Land Services
2166 Palmetto Street (CW ENG)
Clearwater, FL 33765

Parcel # 08424-100

EASEMENT

State of Florida

County of Taylor

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **TAYLOR COUNTY**, a Political Subdivision of the State of Florida ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference. ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. Intentionally omitted
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day
of _____, 20 ____.

Witnesses:

corporation

TAYLOR COUNTY, FLORIDA

a Political Subdivision of the State of Florida

(Witness #1)

Printed Name _____

by _____, as _____

(Witness #2)

Printed Name _____

Grantor(s) Mailing Address:

201 E. Green Street
PERRY FL 32348

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization, this ____ day of _____, 20 ____ by _____, as
_____, of TAYLOR COUNTY, a Political Subdivision of the State of Florida, on
behalf of the Political Subdivision. He/she is personally known to me or has produced
_____ as identification.

Notary Public: _____

Printed/Typed Name: _____

Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

For Grantee's Internal Use:

Work Order #: 42253030

Exhibit A

LEG 0074.07 ACRES - THAT PART OF S 1/2 OF NW 1/4 LYING - W OF US 19 & N OF
INDUSTRIAL PARK - DR & E 43.06 FT OF S 1/2 OF NE 1/4 - OF SECT 1-5-7 LYING N OF
INDUSTRIAL - PARK DR

LaWanda Pemberton

From: Collins, Daniel <Daniel.Collins@duke-energy.com>
Sent: Wednesday, January 19, 2022 2:13 PM
To: LaWanda Pemberton
Subject: RE: [EXTERNAL] RE: Forest Capital Easement
Attachments: WO42253030_Construction_PDF.pdf

Sorry I didn't get this to you sooner. It got lost in my holiday email backlog.

The easement covers an area with a width of 10 ft (5 ft on either side of the newly installed line) from P1 to P4 as noted on the attached print.

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Monday, December 13, 2021 4:41 PM
To: Collins, Daniel <Daniel.Collins@duke-energy.com>
Subject: [EXTERNAL] RE: Forest Capital Easement

***** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Good afternoon,

Do you happen to have a map of this area ?

From: Collins, Daniel [<mailto:Daniel.Collins@duke-energy.com>]
Sent: Tuesday, December 7, 2021 4:22 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Forest Capital Easement

LaWanda,

Our engineer reached out to me to ask if the county could approve the attached easement for the new facilities we installed at Forest Capital. We like to have easements whenever we install facilities outside of ROW to give us some certainty that we won't have to come back and move them later (at our expense). We weren't able to find a recorded deed so exhibit A on the easement is just a brief legal description. If the county has any surveys or full legal description of the parcel we'd be happy to use that instead.

Thanks for any assistance you can provide on this.

Danny

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

