

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

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 9:00 A.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

<u>DISTRICT</u>	<u>OFFICE</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
1	V-CHAIR	JAMIE ENGLISH	IN PERSON	ALL
2		JIM MOODY	IN PERSON	ALL
3		MICHAEL NEWMAN	IN PERSON	ALL
4		PAM FEAGLE	IN PERSON	ALL
5	CHAIR	THOMAS DEMPS	IN PERSON	ALL

A FULL BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
COUNTY ADMIN.	LAWANDA PEMBERTON	IN PERSON	ALL
ASST COUNTY ADMN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
SOLID WASTE DIR	GARY WAMBOLT	IN PERSON	ALL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CLERK OF COURT	GARY KNOWLES	IN PERSON	ALL

THOMAS DEMPS LED THE BOARD IN PRAYER, FOLLOWED BY THE PLEDGE OF ALLEGIANCE TO THE FLAG. BUSINESS WAS TRANSACTED AS FOLLOWS:

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

3. APPROVAL OF AGENDA:

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS DATE, AS FOLLOWS:

1. ADD AS ITEM NO. 15-A., SENATOR LORANNE ASULEY TO APPEAR TO PRESENT POST-LEGISLATION SESSION UPDATE.
2. MOVE ITEM NO. 11., THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS/ADVERTISING FOR ROADSIDE RIGHT-OF-WAY MOWING, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, TO A DISCUSSION ITEM.

CONSENT ITEMS:

MOTION: TO APPROVE CONSENT ITEM NOS. FOUR (4) THROUGH TEN (10), AS FOLLOWS:

4. APPROVAL OF MINUTES OF OCTOBER 4, 19, 26 (2), NOVEMBER 1, 16, DECEMBER 6 AND 20, 2021.

5. THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

GENERAL REVENUE FUND 067133 THROUGH 067218 INCLUSIVE
ROAD AND BRIDGE FUND 5017215 THROUGH 5017232 INCLUSIVE

AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO ISSUE COUNTY WARRANTS COVERING SAME.

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. MOVED FOR DISCUSSION

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: DISPOSITION OF ASSET REPORTS; 2022 SPRING E911 RURAL COUNTY
MAINTENANCE GRANT APPLICATION

DISCUSSION:

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS/ADVERTISING FOR
ROADSIDE RIGHT-OF-WAY MOWING, AS AGENDAED BY LAWANDA PEMBERTON,
COUNTY ADMINISTRATOR.

COMMISSIONER FEAGLE – I WOULD LIKE TO CONSIDER A DIFFERENT OPTION. MAYBE HIRE A
CREW FOR MOWING.

COUNTY ADMINISTRATOR – CAN WE MOVE FORWARD WITH THE REQUEST FOR PROPOSALS
TO GET A COST COMPARISON? IF WE CAN, GET ANOTHER PRISON INMATE CREW FOR
MOWING?

MOTION: TO APPROVE REQUEST FOR PROPOSAL FOR ROADSIDE RIGHT-OF-WAY MOWING
SERVICES AND EVALUATE HIRING OUR OWN CREW.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

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.**

MOTION: TO CONTINUE THE PUBLIC HEARING TO A DATE AND TIME CERTAIN OF TUESDAY, APRIL 19, 2022 AT 9:00 A.M.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody		X	X			
Newman			X			
Feagle			X			
Demps			X			

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

- 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).**

DISCUSSION:

MOTION: TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE PROPOSED ORDINANCE BY TITLE.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody		X	X			
Newman			X			
Feagle			X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

RESOLUTION TITLE READ BY THE COUNTY ATTORNEY.

ALL PERSONS PRESENT WERE GIVEN THE OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE PROPOSED RESOLUTION.

CARL KING, C.D. KING & COMPANY (APPLICANT) – I HAVE TALKED TO ADJOINING PROPERTY OWNERS. MR. PAGE AND MR. LAMPMON ARE IN AGREEMENT.

COMMISSONER FEAGLE – WE NEED TO STOP GIVING AWAY PUBLIC PROPERTY.

NO OTHER PERSONS REQUESTED TO SPEAK, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

MOTION: TO DENY THE ADOPTION OF RESOLUTION TO ABANDON SAID PROPERTY.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody			X			
Newman	X		X			
Feagle		X	X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

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).

MOTION: TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE PROPOSED ORDINANCE BY TITLE.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody			X			
Newman			X			
Feagle		X	X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

RESOLUTION TITLE READ BY THE COUNTY ATTORNEY.

ALL PERSONS PRESENT WERE GIVEN THE OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE PROPOSED RESOLUTION.

CARL KING, C.D. KING & COMPANY (APPLICANT) – REQUESTING ALLEY IN BLOCK 119 CLOSED IN ORDER TO CONSTRUCT A ROAD.

NO OTHER PERSONS REQUESTED TO SPEAK, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

MOTION: TO DENY THE ADOPTION OF RESOLUTION TO ABANDON ALLEY IN BLOCK 119.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody			X			
Newman			X			
Feagle		X	X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

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.

GRANTS WRITER – THIS IS THE ANNUAL UPDATE ON THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM. 10,718 TRIPS FOR BIG BEND TRANSIT. WE ARE SEEING AN INCREASE OF USE IN 2022.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE PROGRAM.

NO PERSONS PRESENT REQUESTED TO SPEAK, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

MOTION: TO APPROVE THE ANNUAL REPORT.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman			X			
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15-A. SENATOR LORANNE AUSLEY TO APPEAR TO PRESENT POST LEGISLATIVE SESSION UPDATE.

SENATOR AUSLEY – WE JUST FINISHED THE LEGISLATIVE SESSION. BROADBAND FUNDING FOR SMALL COUNTIES, TAYLOR COUNTY, \$510,000 FOR COURTHOUSE RENOVATIONS AND \$4.6M FOR JAIL IMPROVEMENTS.

WE WILL LOOK INTO RURAL COMMUNITY DEVELOPMENT FUNDS FOR SOME INFRASTRUCTURE.

I KNOW THERE ARE SOME FLOODING ISSUES, HOPEFULLY YOU CAN USE SOME FEDERAL MONEY. WE CAN CONTINUE TO LOOK FOR STATE FUNDING.

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.

DISCUSSION:

COUNTY ADMINISTRATOR – PHASE I HAS BEEN COMPLETED. I NEED DIRECTION IF WE WANT TO CHANGE ASSESSMENT.

COMMISSIONER NEWMAN – I WOULD BE IN SUPPORT OF PHASE 2 AND LEVELING ASSESSMENT.

COUNTY ADMINISTRATOR – PHASE 2 OF THE STUDY WOULD DETERMINE THE NEW RATE.

COMMISSIONER FEAGLE – I AM NOT FOR SEASONAL HUNTING CAMPS BEING CHARGED THE FULL AMOUNT.

SOLID WASTE DIRECTOR – WE NEED TO CONSIDER PRICE INCREASES WHEN WE DO THIS NEW RATE PROJECTION.

MOTION: TO CONTINUE WITH PHASE 2, TRANSFER \$14,500 FROM SOLID WASTE RESERVE TO FUND PHASE 2 OF THE STUDY AND TO LEVEL THE ASSESSMENT AND CHARGE ALL RESIDENTAIL PROPERTY OWNERS THE SAME RATE.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman	X		X			
Feagle				X		
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

17. THE BOARD TO CONSIDER APPROVAL OF EASEMENT AGREEMENT WITH DUKE ENERGY FLORIDA, LLC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MOTION: TO APPROVE EASEMENT AGREEMENT WITH DUKE ENERGY FLORIDA, LLC.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English						
Moody						
Newman						
Feagle						
Demps						

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: EASEMENT AGREEMENT

18. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

UPCOMING:

1. SPORTS COMPLEX DEDICATION TO GLENN RATLIFF, SATURDAY, APRIL 2, 2022.
2. WORKSHOP, TUESDAY, MARCH 29, 2022 AT 6:00 P.M.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

NONE

BOARD INFORMATIONAL ITEMS:

COMMISSIONER FEAGLE – WE NEED TO SEE SOME TOURNAMENTS SCHEDULED AT THE SPORTS COMPLEX.

ITEM NO. 8

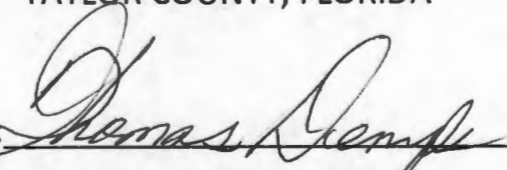
MOTION BY COMMISSIONER FEAGLE: TO AMEND AK ASSOCIATES UPDATED PURCHASE, INSTALLATION AND MAINTENANCE SERVICES CONTRACT TO INCLUDE VENUE OF TAYLOR COUNTY.

SECOND BY COMMISSIONER ENGLISH

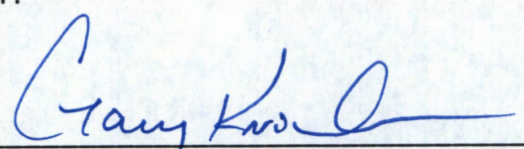
VOTE: UNANIMOUS

THE HOUR BEING APPROXIMATELY 10:21 A.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER ENGLISH MADE A MOTION, WITH A SECOND BY COMMISSIONER FEAGLE, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 
THOMAS DEMPS, Chair

ATTEST:

BY: 
GARY KNOWLES, Clerk



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

7439
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 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: 3/22/22
Date

Thomas Dempsey
Chairman Signature

Dana Southerland
Department Head

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

PURCHASE, INSTALLATION AND MAINTENANCE SERVICE CONTRACT

Elite Premier Purchase, Installation and Maintenance Service

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

AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE

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

COSTS: AK Elite Premier Maintenance

AK Elite Premier Service (labor only) –

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

AK Elite Premier Maintenance

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

Software Manufacturer Support Year 1

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

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

AK ELITE PREMIER MAINTENANCE SERVICE:

AK Associates Elite Premier Maintenance service includes the following:

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

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

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

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

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

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

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

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

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

FORCE MAJEURE

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

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

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

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

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

ATTEST:

By: _____

(Signature)

Date: _____

COUNTY SEAL:



ATTEST:

By: _____

(Signature)

(County Name)

By: _____

XX, title

Date: _____

CONTRACTOR:

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

By: _____

President

Date: _____

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 Taylor County.

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

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

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

Section 16:

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

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

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

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

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

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

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

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

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

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

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

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

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

No Other Change

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

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

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.

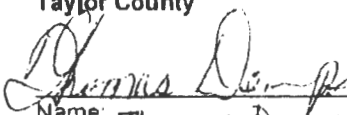
No Other Change

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.

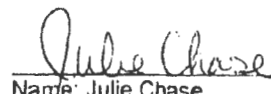
CUSTOMER:

Taylor County


Name: Thomas Demps

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.

12th July
7th August
AGREED AND SIGNED THIS 7th DAY OF JULY 2017

AK ASSOCIATES
(CONTRACTOR)

BY: James M. Robinson
James Robinson, Account Manager

TAYLOR COUNTY BOCC
(COUNTY)

By: [Signature]
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%	\$ 10,657.87
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 Contractor 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

Annemur Murphy
SEAL:

Malcolm V. Page
Signature

Malcolm V. Page

Printed Name

vice
County Commissioners Chair Person 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:

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.

Thomas Dempsey 3/22/22
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or DATE
COUNTY MANAGER

Thomas Dempsey
Printed Name

Craville 3/22/22
WITNESS DATE

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 22nd day of March 20 22, 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.

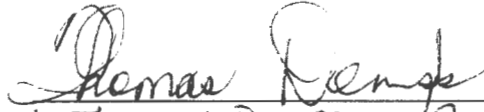
IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 22nd day of March, 2022.

Witnesses:

corporation

TAYLOR COUNTY, FLORIDA

a Political Subdivision of the State of Florida


by Thomas Demps, as Chair

(Witness #1)

Printed Name _____

(Witness #2)

Printed Name _____

Grantor(s) Mailing Address:

201 E. Green Street
PERRY FL 32348

STATE OF Florida

COUNTY OF Taylor

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: _____

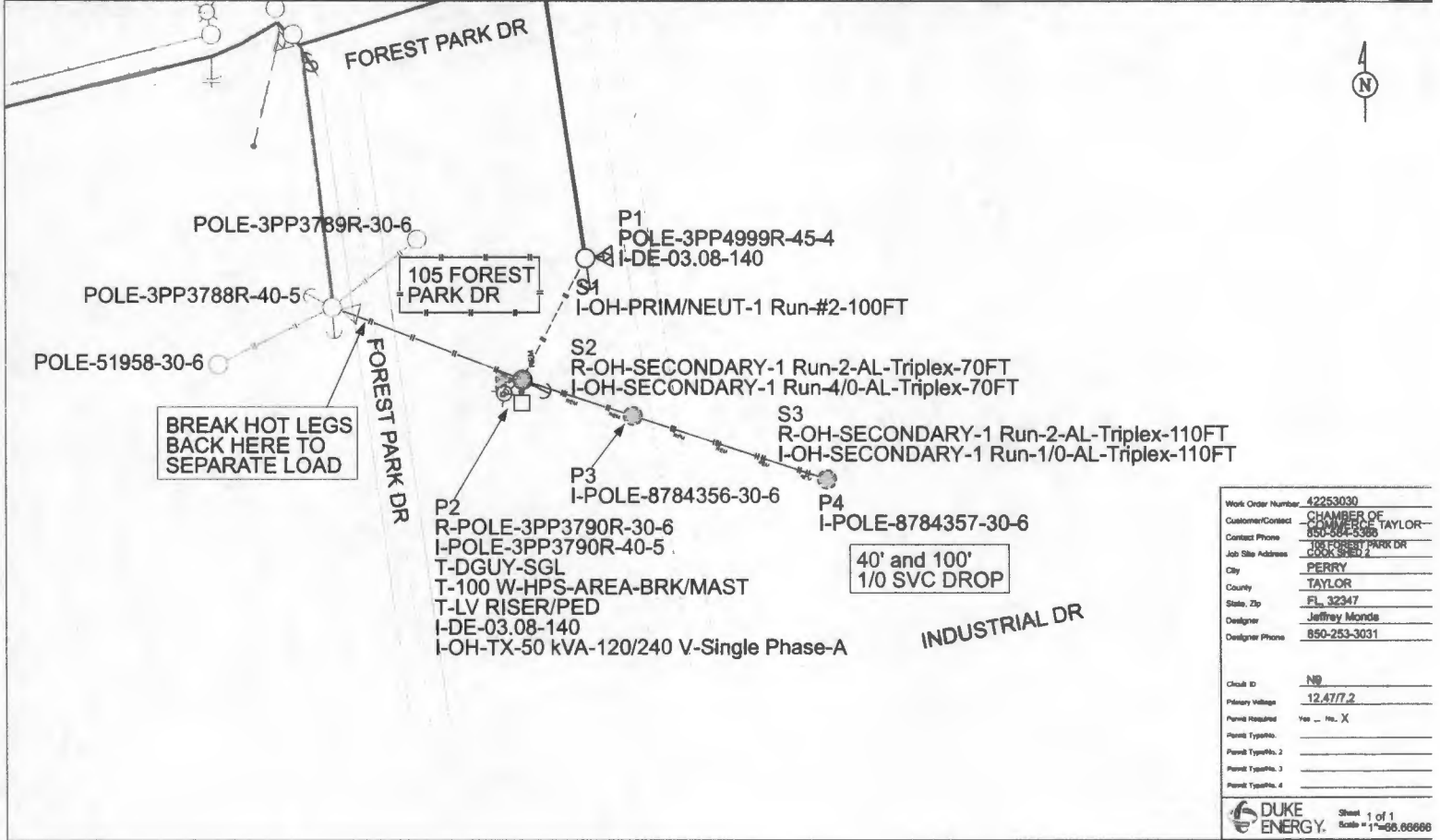
Commission Expires: _____

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

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

SAFETYFirst IN PERSONAL ACCOUNTABILITY IN AT-TIME CAREING IN HAZARD RECOGNITION	USP: Add Up Stream Protection, Facility ID, and Blocking Device Type USP: RECLOSER 2624485		Safety Reminders / Adverse Conditions 7: 7: 7:		Work Zone General Comments: Double click to
	USP: USP:		7: 7:		
	USP:		7:		
	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	850-581-3300
Job Site Address	105 FOREST PARK DR CORCORAN FL 32347
City	PERRY
County	TAYLOR
State, Zip	FL 32347
Designer	Jeffrey Mondes
Designer Phone	850-253-3031
Circuit ID	N9
Primary Voltage	12.47/7.2
Permit Required	Yes -- No. X
Permit Type/No. 1	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Sheet 1 of 1 Scale = 1" = 66.6666'	