

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, DECEMBER 12, 2017
6:00 P.M.

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

REGULAR MEETING

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 COMPLETER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

5. EXAMINATION AND APPROVAL OF INVOICES.

6. THE BOARD TO CONSIDER APPROVAL OF INVOICE, IN THE AMOUNT OF \$1,502,014.95, FOR THE FINAL DEBT SERVICE HOSPITAL BOND PAYMENT, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED/SHORTFALL OF MONIES IN THE GENERAL FUND, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF MEMORANDUM OF AGREEMENT (MOA) AND RELEASE OF BUDGETED FUNDS FOR FY 17-18, IN THE AMOUNT OF \$52,900, AS REQUESTED BY APALACHEE CENTER.
9. THE BOARD TO RATIFY THE CHAIRMAN'S SIGNATURE ON THE NOTICE OF LIMITATION OF USE/SITE DEDICATION, AS REQUIRED BY THE LAND AND WATER USE CONSERVATION FUND GRANT CLOSE OUT DOCUMENTS, FOR KEATON BEACH COASTAL PARK, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL/EXECUTION OF AGREEMENT FOR PROFESSIONAL AIRPORT CONSULTING SERVICES, WITH AVCON. INC., AS AGENDAED BY THE GRANTS DIRECTOR.
11. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE FLORIDA BOATING IMPROVEMENT PROGRAM GRANT AGREEMENT, FOR CONSTRUCTION OF RESTROOM FACILITIES AT THE STEINHATCHEE BOAT RAMP, AS AGENDAED BY THE GRANTS DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF CORRECTED EASEMENT FOR MONITORING WELL AGREEMENT WITH SUWANNEE RIVER WATER MANAGEMENT DISTRICT, AS AGENDAED BY KEITH ROWELL, SUWANNEE RIVER WATER MANAGEMENT DISTRICT.
13. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER, IN THE AMOUNT OF \$3,500, FOR TREE REMOVAL AT SHADY GROVE PARK, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.
14. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO EASEMENT AGREEMENT WITH DUKE ENERGY, FOR THE SUPERVISOR OF ELECTIONS OFFICE PARKING LOT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

15. CINDY MOORE TO APPEAR TO DISCUSS ENVIRONMENTAL CONCERNS.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

16. SHERIFF WAYNE PADGETT TO APPEAR TO PRESENT AN UPDATE REGARDING SUBSTATION IN STEINHATCHEE.
17. JUDGE BILL BLUE TO APPEAR TO DISCUSS REQUEST TO ENLARGE THE SECOND FLOOR COURTROOM.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF DRAFT ADDENDUM TO THE HURRICANE IRMA DEBRIS BURN CONTRACT WITH BOYER CONSTRUCTION, TO ALLOW FOR ALTERNATE DISPOSAL OTHER THAN BURNING, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
19. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS/ADVERTISEMENT FOR NEXT GEN 9-1-1 READY PUBLIC SAFETY ANSWERING POINT COMMUNICATIONS SYSTEM, AS AGENDAED BY SARAH WEIRICK, 911 COORDINATOR.
20. THE BOARD TO CONSIDER APPROVAL OF GRANTS MANAGEMENT PLAN FOR THE ADMINISTRATION OF FEDERAL AND STATE GRANTS, AS AGENDAED BY THE GRANTS DIRECTOR.

GENERAL BUSINESS:

21. THE BOARD TO DISCUSS SAND SEALING ROADS, AS AGENDAED BY CHAIRMAN FEAGLE.

COUNTY ATTORNEY:

22. THE COUNTY ATTORNEY TO DISCUSS DRAFT DOMESTIC PARTNERSHIP ORDINANCE AND ADVERTISEMENT.
23. THE COUNTY ATTORNEY TO DISCUSS DEAN ROAD.
24. THE BOARD TO CONSIDER APPROVAL OF DRAFT ORDINANCE/ADVERTISEMENT FOR TAX ABATEMENT FOR SAN PEDRO INVESTMENTS, LLC, AS PREPARED BY THE COUNTY ATTORNEY.

25. THE BOARD TO CONSIDER APPROVAL OF DRAFT ORDINANCE/
ADVERTISEMENT FOR THE REPEAL OF ORDINANCE 2017-03, AS
PREPARED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

26. THE BOARD TO DISCUSS POSSIBLE SITE OF HISTORIC
CEMETERY IN CABBAGE GROVE AREA, AS AGENDAED BY THE
COUNTY ADMINISTRATOR.
27. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL
ITEMS.
28. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED
ITEMS:
29. 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 LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E.
GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO
(2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR
NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND
ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE
MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

THE CLERK FURNISHED TO THE BOARD, ONE (1) TAX DEED THAT WAS NOT SOLD AT THE TAX DEED SALE, AND IS NOW PLACED ON THE "LIST OF LANDS AVAILABLE FOR TAXES", FOR NINETY (90) DAYS.

THE CLERK ADVISES THAT SHE HAS RECEIVED THE DEPUTY SHERIFF'S BLANKET SURETY BOND, AND PROOF OF PAYMENT, FROM THE SHERIFF'S OFFICE.

THE CLERK FURNISHED TO THE BOARD, A LIST OF DELINQUENT COUNTY BUSINESS LICENSES.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	FINAL DEBT SERVICE HOSPITAL BOND PAYMENT
	
MEETING DATE REQUESTED:	12/12/2017

Statement of Issue: 2017/2018 FY
The Board to consider approval of invoice for Final Debt Service Bond payment.

Recommended Action: Approval of Invoice

Fiscal Impact: \$1,502,014.95 (\$1,497,000 principal / \$5,014.95 interest)

Budgeted Expense: YES – this is included in the FY17/18 approved budget

Submitted By: Dannielle Welch, County Finance Director

Contact: 838-3506, ext. 122
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: At the end of December 2017, the BOCC will have received enough funds from Sales Tax revenue to pay in full the remaining balance of the Debt Service/Hospital Bond.

Options: approve invoice

Attachments: Request for Vendor Payment, Schedule of Debt Service, email confirmation of payoff amount.

**TAYLOR COUNTY
BOARD OF COMMISSIONERS
REQUEST FOR VENDOR PAYMENT**

DATE: 12/29/2017

VENDOR NAME: Hancock Bank
MAILING ADDRESS: Public Finance
P.O. Box 4019
Gulfport, MS 39502
(Attention: Roxanne Reynolds)

FOR: 12/31/17 DEBT PAYMENT
ACCT#33000394866

TOTAL: \$ 1,502,014.95

DEPARTMENT NAME: Debt Service Fund/Hospital
CHARGE ACCOUNT CODE: 0482-57100 (Principal) \$1,497,000.00
0482-57200 (Interest) \$ 5,014.95

 12/5/17

AUTHORIZED SIGNATURE

VENPYMT form—Hancock Bank (desktop)

Revised - *in* *Ym* *Hancock*
 Bank on 9-13-16 (to reflect

Schedule of Debt Service

Customer Name: Taylor County, Florida

Debt Type: Sales Tax Refunding Bonds, Series 2015

Additional
Principal Pmt
on 10/1/16

Interest Accrues From: 08/25/2015

Average Life (Yrs): 1.90201
 Net Interest Cost (%): 1.3400%

—Breakdown—

Date	Principal Balance	Payment Due	Interest	Principal	Interest Rate on Principal Maturing	Fiscal YTD Debt Service
4/1/2016	5,586,000.00	44,911.44	44,911.44	0.00		44,911.44
10/1/2016	5,586,000.00	3,019,426.20	37,426.20	2,982,000.00	1.340%	0.00
4/1/2017	2,604,000.00	17,446.80	17,446.80	0.00		3,036,873.00
10/1/2017	2,604,000.00	1,124,446.80	17,446.80	1,107,000.00	1.340%	0.00
4/1/2018	1,497,000.00	10,029.90	10,029.90	0.00		1,134,476.70
10/1/2018	1,497,000.00	1,128,029.90	10,029.90	1,118,000.00	1.340%	0.00
4/1/2019	379,000.00	2,539.30	2,539.30	0.00		1,130,569.20
10/1/2019	379,000.00	381,539.30	2,539.30	379,000.00	1.340%	0.00
4/1/2020	0.00	0.00	0.00	0.00		381,539.30
		5,728,369.64	142,369.64	5,586,000.00		5,728,369.64

10/1/16 Principal Balance
 \$ 5,586,000

10/1/16 Payment of Principal
 (2,982,000)

10/2/16 Principal Balance
 \$ 2,604,000

Principal Balance
 9/30/17 2,604,000.00 +
 10/1/17 1,107,000.00 -
 Principal Pmt
 1,497,000.00 =

Principal Balance
 after 10/1/17 pmt.

Should be able to
 pay in full by 12/2017

— Revised —
 Debt Schedule

518

DEBT SERVICE FUND (202)
2015 Series Loan (on Hospital Bldg)
OVERALL BUDGET
FISCAL YEAR 2017/2018

REVENUE

INTERFUND TRANSFERS-- From Sales Tax Revenue Fund	\$ 1,475,100
CASH BROUGHT FORWARD (estimated fund balance @ 9/30/17)	\$ 1,134,000
TOTAL REVENUE	\$ 2,609,100

EXPENDITURES

DEBT SERVICE PAYMENTS (Bank Loan with Hancock Bank) (Debt #20482)	
10/1/17 Scheduled Principal Payment	\$ 1,107,000
12/30/17 Final Principal Payment to Retire Debt	\$ 1,497,000
12/30/17 Final Accrual of Interest (10/1-12/31/17)	\$ 5,100
TOTAL EXPENDITURES	\$ 2,609,100

Net \$2604,000 Principal

This budget is based on the BCC paying this loan in full by DEC. 31 2017

Prepared by: County Finance

Hospital Debt Service Overall.xls (tit 4/18/17)

Dannielle Welch

From: Reynolds, Roxanne <Roxanne.Reynolds@hancockwhitney.com>
Sent: Monday, November 27, 2017 4:55 PM
To: Dannielle Welch; Cole, Steven
Subject: RE: Taylor County Account #33000394866

Good afternoon, Dannielle.

The payoff amounts you have listed below are still correct. If I can be of further assistance, please don't hesitate to call.

Have a very Merry Christmas!

Roxanne Reynolds
Banking Officer, Public Finance Administrator
Hancock and Whitney Bank
Roxanne.Reynolds@hancockwhitney.com
2510 14th St., 2nd Fl | Gulfport, MS 39501
P.O. Box 4019 (39502)
Office 228-563-5708 | Int. Ext: 85708
Fax 228-563-5721

From: Dannielle Welch [mailto:dwelch@taylorclerk.com]
Sent: Monday, November 27, 2017 11:19 AM
To: Reynolds, Roxanne; Cole, Steven
Subject: Taylor County Account #33000394866

Good afternoon!!

I know that it may be a little early, but I wanted to verify that our pay-off amount is still correct. We will only have one board meeting in the month of December, which will be the 12th, therefore I will need to provide the BOCC the necessary information to approve the issue of the payment on the 31st (which will actually be issued on the 29th).

I have the following:

Interest at 12/31/17: \$5,014.95

Total payment: \$1,502,014.95

Thanks in advance for your assistance.

BTW: Tammy is loving retirement!!! ☺

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

This E-Mail transmission (and/or the documents accompanying it) may contain information belonging to the sender which is confidential, privileged and/or exempt from disclosure under applicable law. The information is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this E-Mail transmission in error, please immediately notify us by return E-Mail or telephone to arrange for return of its contents including any documents.

R E S O L U T I O N

7

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2018, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2018.

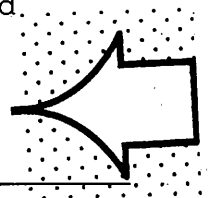
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,000	001-3631150	911 Access Fee - Local Exch.
Expenditure:		
\$1,000	0227-55401	Book/Publ/Sub/Memb/Training

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 12th day of December 2017, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Special Disbursement for 911 and E911 service)



**SIGN
HERE**



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

florida.com/business_operations/telecommunications/enhanced_911

November 17, 2017

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

FEID #F596000879026

Dear Taylor County Board of County Commissioners:

In accordance to paragraph 365.172(6)(e) Florida Statutes, the E911 Board after taking the action required in sub-subparagraphs a.-d., may review and, with all members participating in the vote, adjust the percentage allocations or adjust the amount of the fee, or both, under paragraph (8)(g), and, if the Board determines that the revenues in the wireless category exceed the amount needed to reimburse wireless providers for the cost to implement E911 services, the Board may transfer revenue to the counties from the existing funds within the wireless category. The Board shall disburse the funds equitably to all counties using a timeframe and distribution methodology established by the Board.

The E911 Board voted in the Mar. 15, 2017 board meeting to disburse funding for the Spring 911 Coordinator's meeting and training sessions based on county 911 coordinator sign in at the meeting or trainings. It is with great pleasure that the E911 Board sends the enclosed check which represents this special disbursement for your county representation at the 2017 Spring 911 Coordinator's meeting and training sessions. **These funds shall be used solely to pay recurring and non-recurring costs of providing 911 and E911 service, as provided by subsection 365.172(10) and subsection 365.173(2), Florida Statutes.**

Special Training Disbursement

\$1,000.00

Separate accounting should be established for the receipt and expenditure of all E911 fee revenues based on the 2014 legislation, subsection 365.173(2)(d), Florida Statutes.

RECEIVED

DEC - 4 2017

ANNIE MAE MURPHY

Board Clerk
CLERK OF THE BOARD
TAYLOR COUNTY, FLORIDA
Wendell C. Anderson • Heath Beach • Carolyn Dill-Collier • Chesley Dillon • Benjamin S. Guthrie
David A. Kenych • Tomer Nadler • Christie A. Pontis • Ira U. Pyles • Casey E. Reed

Special Disbursement - Training
November 17, 2017
Page Two

If you have questions about this check, the method of calculating the check amount or other issues related to the E911 Board, please call Kent Raheb at (850) 922-7417.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Matney', with a stylized flourish at the end.

Matthew E. Matney, Chief
Bureau of Public Safety.

MM/KR

091-
E911 SYSTEM DEPT. 0227-3631150

(911 Access Fee -
Local Exch.)

REVENUE

SPECIAL TRAINING DISBURSEMENT

\$1,000.00

THESE FUNDS SHALL BE USED SOLELY
TO PAY RECURRING AND NON-
RECURRING COSTS OF PROVIDING 911
& E911 SERVICE, AS PROVIDED BY
SUBSECTION 365.172(10) AND
SUBSECTION 365.173(2), FLORIDA
STATUTES.

TOTAL REVENUE DEPT.
0227

\$1,000.00

E911 SYSTEM DEPT. 0227

EXPENDITURES 55401 - Book/ Publ/ Sub/Memb/
Training

\$1,000.00

TOTAL EXPENDITURES

\$1,000.00

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2018, to be in excess of the advertised budget.

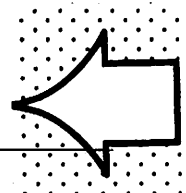
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2018.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$5,670	001-3342007	911 Rural County Maintenance(Fall)Grant
Expenditures:		
\$5,670	0255-54630	R&M - Office Machine/Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 12th day of December, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

(New Grant Awarded for 2018 FY - "2017 Fall Grant")



Florida E911 Board
4030 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-922-7451
Fax: 850-488-9837
<http://florida911.myflorida.com/>

November 17, 2017

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

FEID #: 59-6000879

Subject: Fall 2017 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners :

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Fall 2017 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis.

In accordance with the Rural County - Reimbursement Application Section 8.0, Financial and Administrative Requirements, subsection 8.1 states that grant funds be provided on a cost reimbursement basis. Subsection 8.3 states that upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with 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 county shall submit verification of payment to the vendor.

The following provides details concerning the Fall 2017 grant(s) to Taylor County:

<u>Amount Requested</u>	<u>Grant Number</u>	<u>Amount Approved</u>	<u>Purpose</u>
\$34,377.00	17-11-19	\$5,670.00	
		\$5,670.00	E911 System Maintenance
Total Grant Awards:		\$5,670.00	

RECEIVED

NOV 27 2017

ANNIE MAE MURPHY
CLERK CIRCUIT COURT

Board Members: Laurene J. Anderson • Heath Beach • Carolyn Dill-Collier • Chesley Dillon • Benjamin S. Guthrie
David A. Konuch • Tomer Nadler • Christie A. Pontis • Ira U. Pyles • Casey E. Reed

Separate interest-bearing accounting is required for the receipt and expenditure of all E911 grant revenues. Reimbursement request(s) shall include only expenditures claimed against the specific grant number awarded and include verification copies of purchase orders and paid vouchers, invoices and copies of checks or journal transfers.


The Florida Single Audit Act was established by the 1981 Legislature in Section 215.97, Florida Statutes, which became effective on July 1, 2000. All E911 grant funding is subject to the Florida Single Audit Act; acceptance of these funds signifies your acceptance of the requirement to comply with the Florida Single Audit Act.

The Board as an awarding agency and the County as a recipient must comply with the requirements of this Act. Please reference Sections 5, 6 and 7 of the Florida Single Audit Act at the following web site address:

<https://apps.fldfs.com/fsaa/statutes.aspx>

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,



Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator

911 Rural County Maint Reimbursement Grant Dept. #0255

Revenue	Department of Management Services For upkeep and maintenance of 911 systems in rural areas	\$5,670.00
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Total Revenue		\$5,670.00
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911 Rural County Maint Reimbursement Grant Dept. #0255

Expenditures

54630	R&M OFFICEW MACHINES/EQUIP Cost associated with repair & maint. of 911	\$5,670.00
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Total Expenditures		\$5,670.00
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R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (SHORTFALL) of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2018, to be less than the advertised budget.

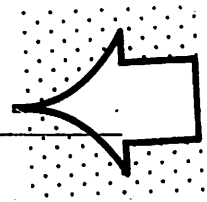
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2018.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$(125)	001-3352911	EMS Department of Health Grant
Expenditures:		
\$(125)	0275-55201	General Operating Supplies

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 12th day of December, 2017 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

(New grant award for 2018FY was less than amount budgeted)

BUDGET AMENDMENT REQUEST
2017-2018 FISCAL YEAR

DEPARTMENT: 0275 EMS/Dept Health Grant
AMENDMENT REQUEST: November 14, 2017

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted</u>	<u>Amended Amount</u>	<u>Amendment</u>
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55201	General Operating Supplies	\$2,000	\$1,875	<-\$125.00>
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Total Amendment Requested <-\$125.00>

TOTAL BUDGET \$3,375.00

Theresa C. C.
11-14-2017

SUNGARD PENTAMATION, INC.
DATE: 11/27/2017
TIME: 16:34:51

TAYLOR COUNTY BOARD OF COMMISSIONERS
REVENUE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT41

SELECTION CRITERIA: revledgr.account='3352911'
ACCOUNTING PERIODS: 1/18 THRU 2/18

(INACTIVE ACCOUNTS INCLUDED)

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

TOTALED ON: FUND,TOTL/DEPT,ACCOUNT,PERIOD

PAGE BREAKS ON: FUND,TOTL/DEPT

ACCOUNT DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION	CUMULATIVE BALANCE
3352911	EMS/DEPT.OF HEALTH GRANT							
001-001	- GENERAL FUND							
3352911	EMS/DEPT.OF HEALTH GRANT				.00	.00	.00 BEGINNING BALANCE	
	10/01/17 12-1				3,500.00		POSTED FROM BUDGET SYSTEM	
	TOTAL PERIOD 1				3,500.00	.00	.00	3,500.00
	11/08/17 19-2		20180074			3,375.00	DOH/EMS GRANT	
	TOTAL PERIOD 2				.00	3,375.00	.00	125.00
TOTAL	EMS/DEPT.OF HEALTH GRANT				3,500.00	3,375.00	.00	125.00
TOTAL TOTL/DEPT - TITLE NOT FOUND					3,500.00	3,375.00	.00	125.00
TOTAL FUND - GENERAL FUND					3,500.00	3,375.00	.00	125.00
TOTAL REPORT					3,500.00	3,375.00	.00	125.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE: 1 VENDOR PAYMENT HISTORY RECORDS FOR FEID / SSN: 596000879

PAYMENT DATE	PAYMENT NUMBER	PAYEE NAME	PAYMENT TYPE	AGENCY DOC.NBR.	INVOICE NUMBER	INVOICE AMOUNT
2017/10/27	<u>0447132</u>	TAYLOR COUNTY BOCC	REGULAR WARRANT	V003673	C6062	<u>3,375.00</u>

FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF HEALTH AT (850) 245-4494



CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

November 29, 2017

Ms. Tammy Taylor
Taylor County Finance Director
Post Office Box 620
Perry, Florida 32348

Dear Ms. Taylor:

Enclosed is the Memorandum of Agreement between Taylor County and Apalachee Center, Inc. Please return a signed copy to my attention so that we will have one for our files. I would also like to request the contract amount of \$52,900.

If you have any questions or need additional information, please call me at (850) 523-3231.

Sincerely,

Dale S. Layfield
Senior Accountant

Enclosure

RECEIVED

NOV 30 2017

ANNIE MAE MURPHY
CLERK CIRCUIT COURT

SERVING: FRANKLIN, GADSDEN, JEFFERSON, LEON, LIBERTY, MADISON, TAYLOR & WAKULLA COUNTIES
Center Administration: 2634 Capital Circle, N.E. / Tallahassee, FL 32308 / (850) 523-3333
Services Accredited by the Joint Commission

agenda 12/12/17
D. Welch



CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

MEMORANDUM OF AGREEMENT TO PROVIDE MATCHING FUNDS

This agreement is between Apalachee Center, Inc. (ACI) and Taylor County (the County).

Whereas, ACI is the designated public receiving facility for the county and as such, maintains crisis stabilization and detoxification services available on a 24 hour basis, and

Whereas, the County acknowledges that the majority of patients accessing the aforementioned services are medically indigent and afford no means of generating the required matching funds.

Now, therefore, ACI and the County mutually agree to the following:

- 1.) ACI will furnish the County with monthly statements which reflect the County's match requirement for crisis stabilization and detoxification services calculated based upon actual expenditures and County utilization statistics.
- 2.) County agrees to pay ACI a lump sum of \$52,900 to cover the estimated match requirement for crisis stabilization and detoxification services provided to County residents, for Fiscal 17/18.
- 3.) In the event that the lump sum payment of \$52,900 exceeds the actual match requirement, ACI will credit the excess to the following fiscal year.

Representative Date
Taylor County Board of
County Commissioners

Virginia H. Kelly 11/29/17
Representative Date
Apalachee Center, Inc.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify the Chairman's signature on the Notice Of Limitation Of Use/Site Dedication as required for the close out and reimbursement request for the Land and Water Conservation Fund (LWCF) Project Grant Agreement for Keaton Beach Coastal Park.

MEETING DATE REQUESTED:

December 12, 2017

Statement of Issue: Board to ratify the Chairman's signature on the Notice Of Limitation Of Use/Site Dedication as required by the LWCF grant close out documents for Keaton Beach Coastal Park.

Recommended Action: Ratify the Chairman's signature on the Notice Of Limitation Of Use/Site Dedication .

Fiscal Impact: The grant for \$25,000 provided funding for the installation/construction of playground equipment, the wildlife observation deck, a 1/3 mile mulched trail, and installation of habitat signage at Keaton Beach Coastal Park.

Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Land and Water Conservation Fund grant program is administered by the Florida Department of Environmental Protection and is federally funded. The grant provided funds for continued development at Keaton Beach Coastal Park as required by the Florida Communities Trust Grant Agreement when the site was acquired.

Attachments: Notice Of Limitation Of Use/Site Dedication for Keaton Beach Coastal Park and pictures of site



Florida Department of Environmental Protection

NOTICE OF LIMITATION OF USE / SITE DEDICATION

TAYLOR COUNTY FLORIDA ANNIE MAE MURPHY
Instrument: 170005612 Recorded: 12/01/2017 12:35 PM

OFFICIAL RECORDS: 1 of 4
Book: 771 Page: 680

Required Signatures: Original Ink Notarized Signature

Recording Fee: \$35.50

Recording Instrument Information:



Park Name: KEATON BEACH COASTAL PARK

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project boundary map and legal description, attached hereto as Exhibit "A" (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the following grant programs:

- **Florida Recreation Development Assistance Program (FRDAP):**

In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., Subsection 62D-5.059 and the following constitutes the general requirements for program compliance: SITE DEDICATION - "Land owned by the grantee, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of 25 years from the completion date set forth in the project completion certificate. The dedications must be recorded in the public property records by the grantee."

- **Land and Water Conservation Fund (LWCF):**

In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., Subsection 62D-5.070(12-16) and the following constitutes the general requirements for program compliance: SITE DEDICATION - "Land owned by the grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land which is leased from the federal government or another public agency by grantee must include safeguards to ensure the perpetual use requirement contained in the Land and Water Conservation Fund Act. Safeguards include such things as joint sponsorship of the project or an agreement between the parties that the lessor would assume compliance responsibility for the project site in the event of default by the lessee (grantee) or termination or expiration of the lease. These dedications must be recorded in the county's public property records by the grantee."

DEDICATOR

Original signature

Printed Name: PAM FEAGLE

Title: CHAIRMAN

Lawanda Pemberton

Witness

Printed Name: Lawanda Pemberton

Melody Cr

Witness

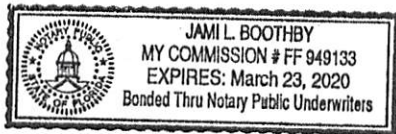
Printed Name: Melody Cr

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me on 11/30/17

by Pam Feagle, who is personally known to me or who produced
_____ as identification.

Stamp:



Jami L. Boothby
Notary Public, State of Florida

LEGAL DESCRIPTION

EXHIBIT "A"

Commence at the NE corner of NE 1/4 of NE 1/4 of Section 35, Township 7 South, Range 7 East; thence run North 89 degrees 03 minutes 10 seconds West bearing base along the Section line 622.00 feet to the Point of Beginning; thence run South 00 degrees 53 minutes 31 seconds West parallel with the East Section line of NE 1/4 of NE 1/4 1025.50 feet; thence run South 78 degrees 11 minutes 31 seconds West 200.00 feet; thence run South 00 degrees 53 minutes 31 seconds West 100.00 feet; thence run North 78 degrees 11 minutes 31 seconds East 200.00 feet to the Westerly edge of a County maintained road, also known as South Jody Morgan Road; thence run along said Westerly edge of road South 39 degrees 55 minutes 35 seconds West 39.36 feet to a 2 inch iron pipe; thence leaving said road run South 78 degrees 23 minutes 26 seconds West 212.17 feet to a 2 inch iron pipe; thence run North 01 degrees 05 minutes 28 seconds East 145.41 feet to a 2 inch iron pipe; thence run South 78 degrees 22 minutes 01 seconds West 100.12 feet to a 2 inch iron pipe; thence run South 01 degree 01 minutes 36 seconds West 145.17 feet to a 2 inch iron pipe; thence run South 78 degrees 37 minutes 10 seconds West 270.96 feet to a 1/2 inch iron pipe; thence run South 11 degrees 27 minutes 40 seconds East 147.51 feet to a 2 inch iron pipe said Point, also being on the North R/W of County Road #361 having a R/W of 100 feet; thence run South 78 degrees 32 minutes 44 seconds West along said North R/W of County Road #361 733.04 feet to the point of curvature of a curve to the right; thence run 84.35 feet along the arc of a curve to the right; said curve having a radius of 50 feet; delta angle of 96 degrees 39 minutes 18 seconds and a chord of 74.70 feet, which bears North 53 degrees 07 minutes 38 seconds West to the Point of Tangency; said point also being on the Easterly R/W of County Road #361 also known as Keaton Beach Road; thence run North 04 degrees 47 minutes 59 seconds West along said Easterly R/W of County Road #361 1336.99 feet; thence leaving said R/W run South 89 degrees 03 minutes 10 seconds East parallel to the North section line of Section 35, 210.00 feet; thence run North 04 degrees 47 minutes 59 seconds West parallel to the said Easterly R/W of County Road #361 210.00 feet to the said North section line; thence run South 89 degrees 03 minutes 10 seconds East along the section line 1282.67 feet to the Point of Beginning. Said parcel is located in Taylor County, Florida.



Taylor County, FL



Overview



Legend

- Parcels
- Parcel Numbers
- Highway
- City Streets
- Graded
- Roads
- Tram
- State Outlines

Parcel ID	06825-000	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	35-07-07	Class	Improved		P O BOX 620
Property Address	20116 BEACH RD	Acreage	43.45		PERRY FL 32348
	CO				

District CO

Brief Tax Description

LEG 0043.45 ACRES - COM NE COR OF NE 1/4 OF NE 1/4 TH N - 89D 03M 10S W 622 FT TO POB TH S - 00D 53M 31S W 1025.50 FT S 78D 11M - 31S W 200 FT S 00D 53M 31S W 100 FT - N 78D 11M 31S E 200 FT TO W RW JODY - MORGAN RD TH ALG SD RW S 39D 55M - 35S W 39.36 FT TH S 78D 23M 26S W - 212.17 FT N 01D 05M 28S E 145.41 FT - S 78D 22M 01S W 100.12 FT S 01D 01M - 36S W 145.17 FT S 78D 37M 10S W - 270.96 FT S 11D 27M 40S E 147.51 FT - TO N RW CO RD 361 TH S 78D 32M 44S - W ALG RW 733.04 FT TO PT CURVE TO - RIGHT TH RUN 84.35 FT ALG ARC OF - CURVE TO RIGHT RADIUS OF 50 FT - ANGLE 96D 39M 18S CHORD OF 74.70 FT - BEARING N 53D 07M 38S W TO ELY RW - CO RD 361 TH N 04D 47M 59S W ALG RW - 1336.99 FT TH S 89D 03M 10S E 210 - FT TH N 04D 47M 59S W TO E RW CO RD - 361 210 FT TO SD N SECT LN TH S - 89D 03M 10S E 1282.67 FT TO POB - OR 633-708

(Note: Not to be used on legal documents)

Date created: 11/28/2017
Last Data Uploaded: 11/27/2017 11:31:19 PM

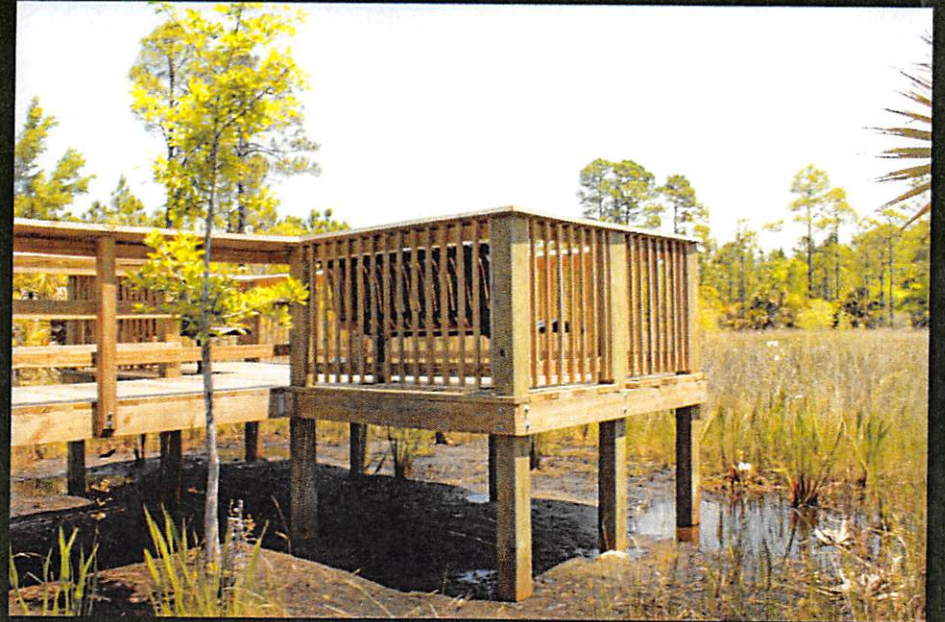
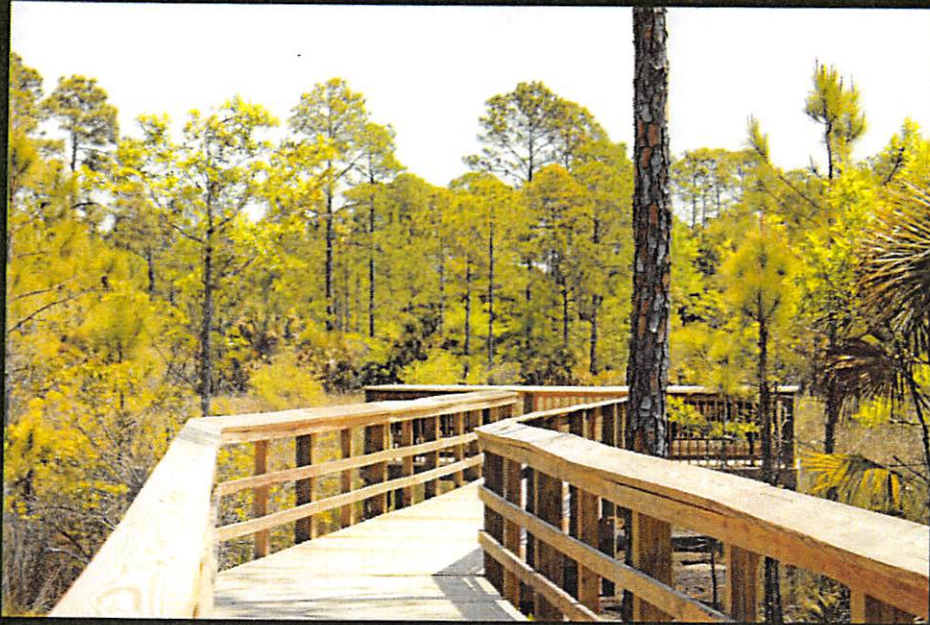


Developed by
The Schneider Corporation

Playground at Keaton Beach Coastal Park



Wildlife Observation Deck



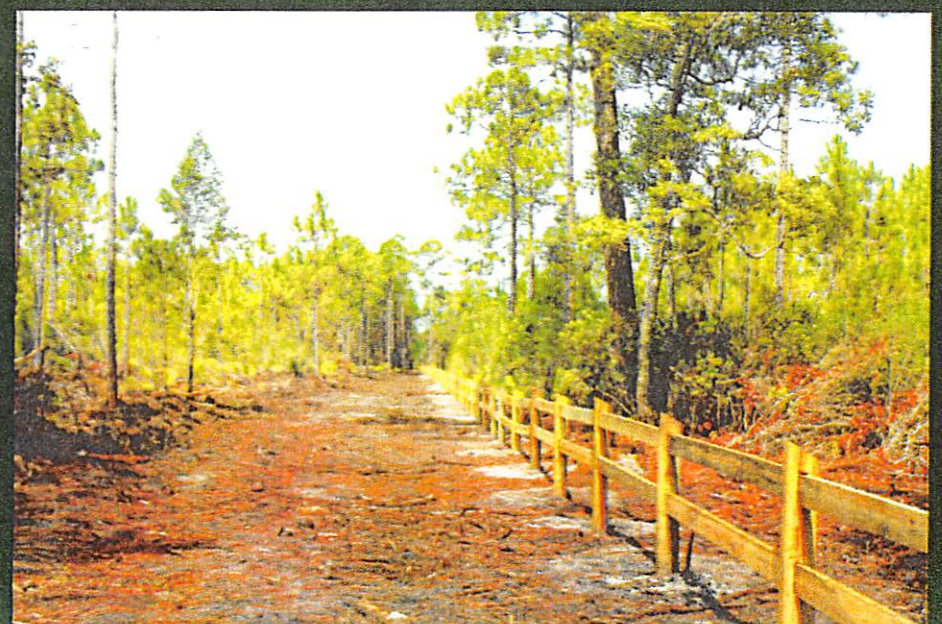
Walking Trail at Keaton Beach Coastal Park



Newly Installed Fencing at Keaton Beach Coastal Park



Newly Installed Fencing at Keaton Beach Coastal Park



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Agreement For Professional Airport General Consulting Services between the Board of Commissioners and AVCON, Inc.

MEETING DATE REQUESTED:

December 12, 2017

Statement of Issue: The County received Request For Qualifications (RFQ) at the October 2, 2017 Board meeting for Airport Consulting Services as required by FAA every five years. The Board selected AVCON, Inc. as recommended by the Review Committee at the November 6, 2017 meeting. Board to approve the Agreement which is for three years with the option to renew for two (2) one (1) year terms. Task Orders will be issued and approved by the Board for each individual project AVCON will be contracted with to complete.

Recommended Action: Approve Agreement For Professional Airport General Consulting Services.

Fiscal Impact: Not applicable. All of AVCON, Inc. services are paid for through grant funds.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the selection of AVCON, Inc. to serve as the Airport Consulting Firm at the November 6, 2017 meeting. The Agreement is for three years with the option to renew for two (2) one (1) year terms.

ATTACHMENTS: Agreement For Professional Airport General Consulting Services between the Board of Commissioners and AVCON, Inc.

**AGREEMENT FOR
PROFESSIONAL AIRPORT GENERAL CONSULTING
SERVICES**

**between the
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
and
AVCON, INC.**

THIS AGREEMENT for professional airport general consulting services (the "Agreement"), is made and entered into as of the _____ day of _____, 20____, by and between the **Taylor County Board of County Commissioners**, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at 201 East Green Street, Perry, Florida 32347 (hereinafter referred to as "COUNTY"), and **AVCON, INC.**, a Florida corporation with a business address at 5555 East Michigan Street, Suite 200 Orlando, Florida 32822 (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY desires to employ the services of the CONSULTANT to provide professional engineering, planning, design, permitting, and construction management services for the Perry-Foley Airport (40J); and

WHEREAS, the CONSULTANT has stated that it is qualified, willing and able to perform the professional engineering, planning, design, permitting, and construction management services required on the terms and conditions hereinafter set forth; and

WHEREAS, the COUNTY has given public notice of the professional engineering, planning, design, permitting, and construction management services to be considered pursuant to this Agreement, and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14E, 49 CFR Part 18 and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: BASIC SERVICES

- 1.1 The Basic Services of the CONSULTANT required under this Agreement by the COUNTY shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in Exhibit 1 attached hereto.

- 1.2 The CONSULTANT shall provide for the COUNTY the Services described in separately authorized Task Orders, which shall include the Task Description/Scope of Services, Task Schedule, Task Deliverables, and Compensation. Compensation shall be limited to the amount as mutually agreed upon by the CONSULTANT and COUNTY and shall be subject to approval by the Federal Aviation Administration for federally funded work and the Florida Department of Transportation for state-funded work, as applicable. The CONSULTANT's Services will be paid for by the COUNTY for Services under each authorized Task Order as indicated in Article 7 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 3 hereof) necessary for the performance of its Services.
- 1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and/or special provisions of each Task Order. The CONSULTANT is solely responsible to the COUNTY for correcting errors resulting from the CONSULTANT'S faulty or inaccurate performance.

ARTICLE 2: ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the COUNTY, the CONSULTANT shall furnish Additional Services pursuant to this Agreement, which are considered by the COUNTY to be beyond the scope of an authorized Task Order. Additional services shall be documented by an additional Task Order and paid for by the COUNTY as indicated in Article 7 hereof.

ARTICLE 3: OBLIGATIONS OF THE COUNTY

- 3.1 The COUNTY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.
- 3.2 The COUNTY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 3.3 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.
- 3.4 The COUNTY and the COUNTY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work.
- 3.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the COUNTY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, right-of-

way, and access necessary for the CONSULTANT'S Services or project construction.

- 3.6 The COUNTY shall examine the CONSULTANT'S studies, reports, sketches, drawings, specifications, proposals, and other documents and shall render in writing decisions required by the COUNTY in a timely manner.

ARTICLE 4: OBLIGATIONS OF THE CONSULTANT

- 4.1 Standard of Practice: The standard of care applicable to CONSULTANT's Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.
- 4.2 Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the execution and costs of the authorized Services under this Agreement. These conditions and the execution/cost effects shall not be the responsibility of the CONSULTANT.

The CONSULTANT will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the CONSULTANT or its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The COUNTY recognizes, however, that such research may not identify all underground improvements and that the information upon which the CONSULTANT reasonably relies may contain errors or may be incomplete. Therefore, the COUNTY agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the CONSULTANT and anyone for whom the CONSULTANT may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by the CONSULTANT that are based on properly filed and available records of said underground improvements.

- 4.3 CONSULTANT's Personnel at Construction Site: The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If and as requested by the COUNTY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing

and inspecting construction activities and reporting to the COUNTY activities observed during construction. The CONSULTANT shall report to the COUNTY in a timely manner any observed health, safety, and other deficiencies in the work performed by the construction contractor(s) that are inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

- 4.4 Construction Progress Payments: Recommendations by the CONSULTANT to the COUNTY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations shall not represent that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the monies paid; that title to any of the work, materials, or equipment has passed to the COUNTY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the COUNTY and the construction contractor(s) that affect the amount that should be paid.
- 4.5 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be limited to the sealed and signed hard copies.
- 4.6 Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage testing to determine the extent of the issue, manage the necessary studies to recommend necessary remedial measures, and manage remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The COUNTY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.

ARTICLE 5: PERIOD OF SERVICE

- 5.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders. The CONSULTANT shall perform authorized Services under this Agreement with due and reasonable diligence consistent with sound professional practices.
- 5.2 This Agreement shall remain in effect three (3) years from the date signed, unless sooner terminated as provided in Article 9 herein or extended by mutual agreement

in writing. This Agreement may be renewed for an additional one-year period, two consecutive times.

- 5.3 The CONSULTANT shall give prompt written notice to the COUNTY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.

ARTICLE 6: REIMBURSABLE EXPENSES DEFINED

- 6.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT's independent professional associates or consultants, directly and indirectly in connection with the Services, such as expenses for transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls, facsimiles and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Services-related items.
- 6.2 The CONSULTANT shall be compensated by the COUNTY for Reimbursable Expenses when and as identified in an authorized Task Order. The COUNTY's responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

ARTICLE 7: PAYMENTS TO CONSULTANT

- 7.1 The COUNTY shall pay the CONSULTANT for Basic and Additional Services and Reimbursable Expenses on the basis set forth in Exhibit 2 attached herein and in each separately authorized Task Order.
- 7.2 The CONSULTANT shall submit monthly invoices to the COUNTY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Payment shall be made to the CONSULTANT within thirty (30) days following the COUNTY'S receipt of invoice.
- 7.3 Not Used.
- 7.4 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the COUNTY shall pay the undisputed portion. The COUNTY shall exercise reasonableness in disputing any bill or portion thereof.
- 7.5 If the COUNTY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 7 days' written notice to the COUNTY, suspend Services under this Agreement until paid in full.

ARTICLE 8: AUTHORIZED REPRESENTATIVE

- 8.1 The COUNTY's Authorized Representative for Services under this Agreement is as indicated on each authorized Task Order. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the COUNTY's Authorized Representative. The COUNTY's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's Services.
- 8.2 The CONSULTANT's Authorized Representative and business address for Services under this Agreement is designated as follows:

Mr. Virgil C. "Lee" Lewis, P.E.
Regional Manager
AVCON, INC.
320 Bayshore Drive
Suite A
Niceville, Florida 32578
Telephone: 850-678-0050; Fax: 850-678-0040

The CONSULTANT's Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT's Authorized Representative.

- 8.3 The CONSULTANT's Authorized Representative shall not be changed without the prior written notice to and agreement of the COUNTY.

ARTICLE 9: TERMINATION

- 9.1 This Agreement may be terminated by either party at any time with or without cause upon giving fourteen (14) calendar days prior written notice. If this Agreement is so terminated, the COUNTY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to date of termination.
- 9.2 The COUNTY may suspend work called for in an authorized Task Order for a period not to exceed sixty (60) days. In the event of such suspension, the COUNTY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension.

ARTICLE 10: CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of a Multiple or Direct Labor Costs, Not-To-Exceed (NTE) fee, or Direct Personnel Expense shall be kept on the basis of generally accepted accounting principals and shall be available to the COUNTY or the COUNTY's representative at mutually convenient times.

ARTICLE 11: USE OF ELECTRONIC DELIVERABLES

- 11.1 When transferring electronic deliverables, the CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of Services provided under this Agreement.
- 11.2 Hard copies issued to the COUNTY by the CONSULTANT and the information contained within the hard copies shall constitute the formal deliverables under this Agreement. Computer-generated electronic drawing files furnished by the CONSULTANT are for the COUNTY's convenience and any conclusions or information derived or obtained from these files will be at user's sole risk.

ARTICLE 12: INDEMNIFICATION

- 12.1 The CONSULTANT shall defend, indemnify, and hold the COUNTY and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgments, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts, errors, or omissions of the CONSULTANT, its agents or employees, arising from or relating to this Agreement.
- 12.2 The COUNTY shall defend, indemnify, and hold the CONSULTANT and its respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgments, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts or omissions of the COUNTY, its agents or employees, arising from or relating to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.
- 12.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the COUNTY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of the claims, damages, losses, and expenses based upon the parties' relative degree of fault. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.

ARTICLE 13: INSURANCE

- 13.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:
- 13.1.1 Worker's Compensation and Employer's Liability: Statutory
- 13.1.2 Comprehensive General Liability:
- | | |
|--|-------------------------|
| Bodily Injury and Property Damage Combined | \$1,000,000/\$1,000,000 |
|--|-------------------------|
- 13.1.3 Automobile Liability
- | | |
|--|-------------------------|
| Bodily Injury and Property Damage Combined | \$1,000,000/\$1,000,000 |
|--|-------------------------|

13.1.4 Professional Liability Insurance
(including error and omissions)

\$1,000,000/\$1,000,000

- 13.2 The duration of the CONSULTANT's insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. Certificate(s) of insurance shall name the COUNTY as an additional insured under the CONSULTANT's comprehensive general liability and automobile liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage.

ARTICLE 14: CONTROLLING LAW/DISPUTE COSTS

- 14.1 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida.
- 14.2 If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum.
- 14.3 In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.
- 14.4 Venue of any litigation shall be exclusively in the County of Taylor County, Florida.

ARTICLE 15: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits for, the conduct of its business and the performance of Services pursuant hereto.

ARTICLE 16: SUCCESSORS AND ASSIGNS

- 16.1 This Agreement shall be binding upon the COUNTY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.
- 16.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the

benefit of any other party. Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent professional associates or subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

ARTICLE 17: SUBCONSULTANTS

17.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT design team:

- Causseaux, Hewett, & Walpole, Inc. (CHW)
- Cal-Tech Testing, Inc. (Cal-Tech)
- Donofro Architects, Inc. (Donofro)

17.2 The CONSULTANT shall have the right, with the COUNTY'S prior written consent, which shall not be unreasonably withheld, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT's performance of the Basic Services and any Additional Services hereunder.

17.3 The CONSULTANT agrees, at the COUNTY's written request (which may be made by the COUNTY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the COUNTY in writing.

ARTICLE 18: PRIVILEGED INFORMATION

The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.

ARTICLE 19: NONDISCRIMINATION

The CONSULTANT agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, the CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including, but not limited to, Executive Order No. 11246.

ARTICLE 20: CONTINGENCY FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the practice of the profession.

ARTICLE 22: ESTIMATES OF PROBABLE COSTS

If and as requested in an authorized Task Order, the CONSULTANT shall provide opinions of cost, financial analyses, economic feasibility projections, and schedules for Services to the best of its ability based on historical observations of the cost or price of labor and materials in comparable projects. The CONSULTANT makes no warranty that the COUNTY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

ARTICLE 23: FORCE MAJEURE:

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT. In any such event, the CONSULTANT's contract price and schedule shall be equitably adjusted.

ARTICLE 24: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the COUNTY's contractors, subcontractors, vendors or their employees and agents.

ARTICLE 25: SHOP DRAWING REVIEW

- 25.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 25.2 The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review. The CONSULTANT shall not be required to review partial submission or those for which submissions of correlated

items have not been received, until such time that full submission or correlated items are received.

ARTICLE 26: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 27: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the COUNTY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the COUNTY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT.

ARTICLE 28: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 29: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered, sent by facsimile or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to COUNTY:	Taylor County Board of County Commissioners 201 East Green Street Perry, Florida 32347 Attention: Ms. Melody Cox
---------------	--

If to CONSULTANT:	AVCON, INC. 320 Bayshore Drive, Suite A Niceville, Florida 32578 Attention: Mr. Virgil C. "Lee" Lewis, P.E.
-------------------	---

ARTICLE 30: HEADINGS

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

ARTICLE 31: ENTIRE AGREEMENT

This Agreement (consisting of pages 1 through 12, inclusive) together with **Exhibit 1: Task Order**, **Exhibit 2: Compensation and Payment**, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

Accepted by:

COUNTY

**TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Accepted by:

CONSULTANT

AVCON, INC.

By: _____

Printed Name: Sandeep Singh, P.E.

Title: President

ATTEST:

By: _____

Printed Name: Virgil C. Lewis, P.E.

Title: Regional Manager

EXHIBIT 1: TASK ORDER (SAMPLE)

Airport General Consulting Services Perry-Foley Airport

Task Order No. _____

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Airport General Consulting Services, dated October 17th, 2012, all of which terms and conditions are incorporated herein by reference.

1. Task Location: Perry-Foley Airport
Perry, Florida

2. Task Name:

3. Task Description/Scope of Services:

4. Compensation:

5. Schedule:

6. Deliverables:

7. Other Considerations:

Accepted by:

**Taylor County Board of
County Commissioners**

By: _____

Printed Name: _____

Title: _____

Accepted by:

AVCON, Inc.

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

EXHIBIT 2: COMPENSATION AND METHOD OF PAYMENT

Professional Engineering, Planning, Design, and Construction Management Services Perry-Foley Airport

Services to be performed by: AVCON, INC. (CONSULTANT)
Client: Taylor County Board of County
Commissioners (COUNTY)

A. COMPENSATION

The COUNTY agrees to pay the CONSULTANT as compensation for all Services described with each separately authorized Task Order pursuant to this Agreement which such amount shall be payable to the CONSULTANT as provided below.

B. METHOD OF PAYMENT

The method of payment for all Services rendered under this Agreement shall be in accordance with the method of payment authorized under each separately authorized Task Order.

Lump Sum Amount: Method of compensation for Basic Services and/or Additional Services rendered by the CONSULTANT for which a lump sum amount has been derived for such services. The COUNTY shall pay the CONSULTANT monthly for such services.

Hourly Rate Basis: The parties may agree that the CONSULTANT shall provide Basic Services and/or Additional Services on an hourly rate basis based on the hourly rates negotiated for this task order. The COUNTY shall pay the CONSULTANT monthly for such services.

If the COUNTY and the CONSULTANT are unable to mutually agree to terms and compensation for services requested by the COUNTY, then the COUNTY reserves the right to enter into a separate contract with other professional service firm or firms to perform the services requested by the COUNTY.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Amendment No. 1 To Agreement to the Florida Boating Improvement Program Grant Agreement in the amount of \$42,876 for the construction of restroom facilities at Steinhatchee Boat Ramp, construction of a pedestrian sidewalk to the restroom, installation of twelve wheel stops to designate parking in the non-paved parking area of the non-water side of the site, and installation of boater safety signage. The Grant Agreement was due to expire December 30, 2017 and the Amendment extends the contract to June 30, 2018.

MEETING DATE REQUESTED:

December 12, 2017

Statement of Issue: Board to approve Amendment No. 1 To Agreement to the Florida Boating Improvement Program (FBIP) Grant Agreement in the amount of \$42,876 for the construction of restroom facilities and the above referenced improvements at Steinhatchee Boat Ramp.

Recommended Action: Approve Amendment No. 1 To Agreement

Budgeted Expense: Yes, the cash match of \$30,000 is budgeted for FY 2017-2018.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The project has been out for bid two times and the bids came in well over the estimated budget of \$85,752. The County is currently looking at alternatives to reduce project costs to complete the project within budget and requested an extension to the grant contract. FBIP has approved extending the contract to June 30, 2018.

Attachments: Amendment No. 1 To Agreement

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 15087, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, FEID # 59-6000879, whose address is 201 East Green Street, Perry, Florida 32008 hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. **Section 3 Agreement Period, A. Agreement Period and Commission's Limited Obligation to Pay**, of the Original Agreement, is hereby amended to read as follows:

A. Agreement Period and Commission's Limited Obligation to Pay. This agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 06/30/2038. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 11/21/16. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

2. **Section 20, Cooperation with Inspector General**, of the Original Agreement, is hereby amended to read as follows:

COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the

Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the term of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of the investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

3. **Section 22, Record Keeping Requirements, Part C, Grantee Records Retention**, of the Original Agreement, is hereby amended to read as follows:

C. Grantee Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for ten (10) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

4. **Attachment A, Scope of Work, Section 1, Project Description, Part C, Term of Agreement**, of the Original Agreement, is hereby amended to read as follows:

C. Term of Agreement: The term of the Agreement includes two phases: Phase I- Project Construction and Phase II, Project Site Management. During Phase I, the Taylor County Board of County Commissioners (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. **All Phase I activities must be completed by June 30, 2018.** During, Phase II, which includes the remaining term of the Agreement, the Grantee shall maintain the project site as a recreational boating access facility open to the public on a first-come, first-served basis.

5. **Attachment A, Scope of Work, Section 11, Record Keeping Requirements**, of the Original Agreement, is hereby amended to read as follows:

Records shall be maintained for ten (10) years following the completion of Phase I of the Project. Completion of Phase I of the Project has occurred when all reporting requirements are satisfied and final payment has been received by the Grantee. Refer to Section 22 of the Agreement.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

**TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legality by FWC
Attorney:

 _____

Name: Brandy Elliott

Date: November 8, 2017

(12)

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

November 29, 2017

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Ted Lakey
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

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

Re: Easement for Monitoring Well, Suwannee River Water Management District

Dear Annie Mae, Lawanda and Ted:

Enclosed please find the Non-Exclusive Easement for Monitoring Well that has been changed by Mr. Tommy Reeves, attorney for the District at my request.

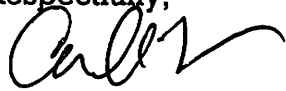
It is my position that it is now okay for the Chairperson to sign, Ms. Feagle.

Once it is dated, signed before two (2) witnesses and a Notary Public, it would need to be sent to Mr. Tommy Reeves, Post Office Drawer 652, Madison, Florida 32341.

Also, just send me a copy for my file.

Thank you very much and Happy Holidays.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosure

Cc: Mr. Tommy Reeves (via e-mail)

Prepared by and return to:
Davis, Schnitker, Reeves
& Browning, P.A.
519 West Base Street
Madison, Florida 32340
File No.:

_____[Space Above This Line For Recording Data]_____

NON-EXCLUSIVE EASEMENT FOR MONITORING WELL

THIS EASEMENT is made and entered into on this _____ day of _____, 2017, by and between TAYLOR COUNTY, a political subdivision of the State of Florida, whose mailing address is 201 E. Green Street, Perry, Florida 32347 (hereinafter referred to as the "GRANTOR"), and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as the "DISTRICT");

WHEREAS, at present the GRANTOR owns the following described real property in Taylor County, Florida (hereinafter the "PROPERTY"):

Commence at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 6, Township 5 South, Range 7 East and run S 87 degrees 52' 59" E 441.82 feet to the Southerly right-of-way of Old U.S. Highway No. 98. At the point of curvature (Sta. No, 38 + 27.45) thence run N 04 degrees 14' 34" E 100.00 feet to the Northerly R/W of said highway and the POINT OF BEGINNING; thence from said P.O.B. run in an Easterly direction along the said R/W line along the arc of a curve concave to the North, having a radius of 905.37 feet to an arc distance of 27.00 feet; thence run N 01 degrees 33' 45" E 100.00 feet; thence run N 85 degrees 45' 26" W, 150 feet, more or less to the Easterly bank of Spring Creek, thence run in a Southerly direction along said bank of creek, 100 feet to the Northerly R/W line of Old U.S. Highway No 98; thence run S 85 degrees 45' 26" E along said R/W line 112.83 feet to the P.O.B. said parcel contains 0.30 acre, more or less, and is located in the Northwest quarter of the Northeast quarter of Section 6, Township 5 South, R7E, Taylor County, Florida.

ALSO LESS; Commence at the SW corner of NW ¼ of NE ¼ Sec. 6, T5S, R7E, and run thence East 250.00 feet; thence S 83 degrees 44' E, 198.65 feet; thence N 6 degrees 16' E 100.0 feet to the Northerly boundary of a road, said point being the point of curve, said curve having a radius of 904.93 feet and a central angle of

23 degree 14', thence Easterly along said boundary of said road along a curve to the left 17.0 feet to the point of beginning. From said point of beginning continue thence Easterly along said boundary of said road along aforementioned curve 325.90 feet, thence N 00 degree 05' W, 100.00 feet, thence S 84 degree 56' W 326.28 feet, thence S 1 degree 23' E 100.0 feet back to point of beginning. Containing 0.80 acres more or less and being in the NW ¼ of the NE ¼ of Section 6, Township 5 South, Range 7 East, Taylor County, Florida.

AND ALSO LESS; A parcel of land 100 feet wide, the center line of which is properly described as; Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section 6, Township 5 South, Range 7 East, thence run East 250 feet; thence North 50 feet to the center line of the Western end of the Certain Bridge Abutment at the beginning of State Road 30 (now abandoned) for a point of beginning; thence from said point of beginning, run South 83 degrees 44 minutes East 198.65 feet to the point of a 6 degree curve to the left, thence along said curve line 387.2 feet to Highway S-356.

Together with all improvements situated thereon.

The said described lands lying and being situated in Taylor County, Florida.

PROPERTY APPRAISER'S I.D. NO, RO-5993-000

and,

WHEREAS, the DISTRICT desires the right to construct, operate and maintain one or more monitoring wells on the PROPERTY, together with an easement over, under and through the PROPERTY for such purposes; and,

WHEREAS, the GRANTOR desires to grant to DISTRICT such an easement on the terms and conditions set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby voluntarily grant, create, convey, permit and establish to the DISTRICT, the right and an easement to locate, install, construct, place, alter, improve, operate, inspect, monitor, maintain, replace, rebuild and remove one or more monitoring wells, together equipment and structures ancillary thereto, for all purposes including without limitation research and scientific purposes, and to collect data to assist the DISTRICT in monitoring water levels, on and under the PROPERTY, together with an easement for ingress, egress and utilities over, under and through the PROPERTY for such purposes, on the following terms and conditions:

1. The above recitals are true and correct and are hereby incorporated into and made a part of this Easement.

2. This Easement is a perpetual, non-exclusive easement for the stated purposes. The GRANTOR shall retain the continued right to occupy and utilize the PROPERTY (and allow others to do the same) in any manner not inconsistent with DISTRICT's use of the PROPERTY as provided in this Easement.
3. The location of the monitoring wells on the PROPERTY shall be as close as practical to the location shown on the map attached as Exhibit "A", or such other location as may be reasonably agreed between the parties.
4. The DISTRICT may, at DISTRICT's sole expense and from time to time, construct, reconstruct, repair and maintain fences around the installed monitoring well(s) for the smallest possible and practical area. Further, the DISTRICT may trim and clear trees and vegetation on the PROPERTY which are at risk of falling on or near the monitoring wells or which may potentially block or partially block sunlight which the DISTRICT intends to use for its solar energy system for the monitoring wells.
5. Notwithstanding anything else herein to the contrary, nothing herein shall be deemed to impose any duty on the DISTRICT to improve the PROPERTY to any particular level of service or in any particular way or maintain the PROPERTY in any particular state of repair.
6. The DISTRICT may, at the DISTRICT's sole expense and from time to time, give written consent to utility providers to install, construct, operate and maintain lines, pipes, facilities and equipment over, under and through the PROPERTY to service the installed monitoring well(s) to provide utility service to such monitoring well(s) as may be desired by the DISTRICT.
7. All of the rights, duties and responsibilities of the GRANTOR, as set out in this Easement, shall be binding on and inure to the GRANTOR's heirs, successors, lessees and assigns. All future owners of the PROPERTY, or any portion thereof, by virtue of accepting such ownership, shall be deemed to have accepted all of the rights, duties and responsibilities of the GRANTOR, as set out in this Easement.
8. The DISTRICT shall comply with all federal, state and local laws, rules and regulations with respect to the use of the PROPERTY. The DISTRICT may, at the DISTRICT's sole expense and from time to time, apply for and hold in the name of the DISTRICT all regulatory permits which may be necessary or convenient for the DISTRICT to have for the exercise of the DISTRICT's rights, duties and responsibilities under this Easement.
9. This Easement is not intended and shall not be construed to be for the benefit of any third party. Therefore only the GRANTOR and the DISTRICT may enforce the terms of this Easement.
10. This Easement is the product of negotiations between the parties and therefore the terms of this Easement shall not be construed against either party as the drafter. All

negotiations and representations leading to the execution of this Easement have merged into the terms hereof and shall not be binding unless contained in the written terms of this document. This Easement shall not be amended, cancelled or abandoned except through a writing executed by both the DISTRICT and the GRANTOR.

11. Each party assumes the risk of any liability arising from its own conduct to the extent permitted by law. Neither party agrees to insure, defend or indemnify the other. Each party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees arising in any way out of this Easement to the extent permitted by law. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect either party's sovereign immunity and/or the protections provided under Section 768.28, Florida Statutes.
12. This Easement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
13. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Easement shall be the Circuit Court or the County Court in and for Taylor County, Florida.
14. This Easement shall be recorded in the public records of Taylor County, Florida, to provide constructive notice thereof.
15. NOTICE OF NO DOCUMENTARY STAMP TAX DUE. This conveyance is between two government entities and therefore not subject to documentary stamp tax pursuant to Rule 12B-4.014(10), Florida Administrative Code.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed as of the date and year set forth hereinabove.

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

Witness (print name under signature)

By: _____
Pam Feagle
Its chair and authorized representative

Witness (print name under signature)

Attest: _____
Annie Mae Murphy
Clerk of the Circuit Court

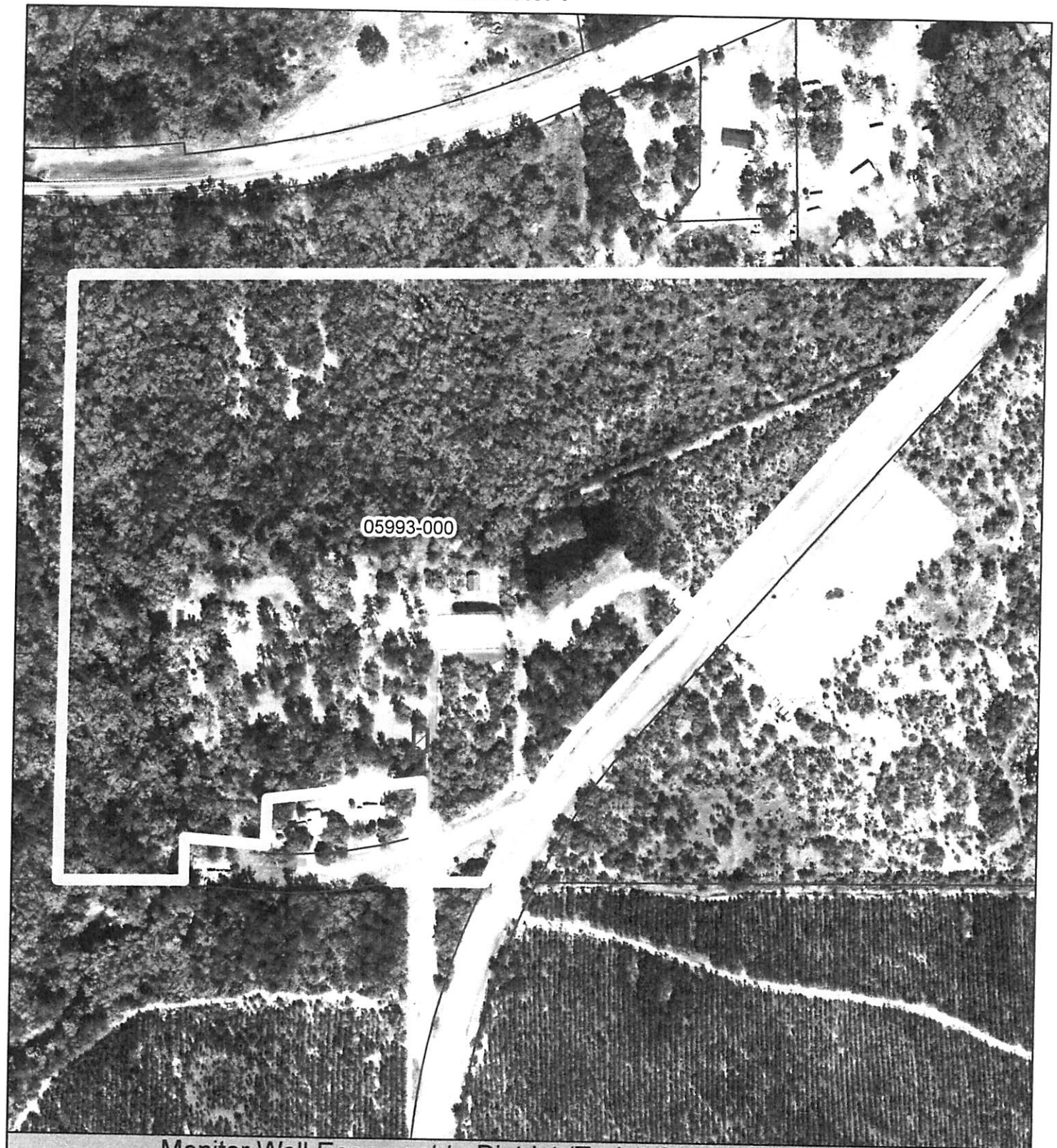
STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by PAM FEAGLE in her capacity as Chair of the Board of County Commissioners of Taylor County, Florida, who is personally known to me or who produced _____ as identification.




Notary Public (print name under signature)
commission #

My Commission Expires:

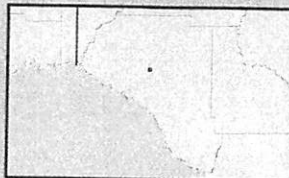
Exhibit A



Monitor Well Easement to District (Taylor County) - Exhibit A

-  Proposed Well Location
-  Taylor County Parcel 05993-000
-  Parcels

0 140 280
Feet



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-352-1001.
Map Created on 11/1/2017

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**REQUEST FOR TRANSFER FROM CONTINGENCY FOR
TREE REMOVAL AT SHADY GROVE PARK.**



MEETING DATE REQUESTED:

DECEMBER 12, 2017

Statement of Issue: THERE IS A LARGE TREE AT SHADY GROVE PARK THAT IS DAMAGED AND NEEDS TO BE REMOVED, AS IT MAY POSE A SAFETY HAZARD. STAFF HAS RECEIVED AN INITIAL ESTIMATE OF \$3,500 TO REMOVE THE TREE. THE SHADY GROVE COMMUNITY PARK BUDGET ONLY HAS \$3,353 REMAINING, STAFF REQUESTS A TRANSFER FROM CONTINGENCY FOR THE COST TO REMOVE THE TREE.

Recommended Action: APPROVE BUDGET TRANSFER

Fiscal Impact: \$3,500

Budgeted Expense: NO

Submitted By: TED LAKEY, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: EXPENDITURE AUDIT TRAIL REPORT

SUNGARD PENTAMATION, INC.
 DATE: 12/05/2017
 TIME: 16:58:27

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
 AUDIT21

SELECTION CRITERIA: expdgr.key_orgn='0486'
 ACCOUNTING PERIODS: 1/18 THRU 3/18

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
 FD/DEPT - 0486 - SHADY GROVE COMMUNITY PRK

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
55201	GEN. OPERATING SUPPLIES (cont'd)								
10/31/17	19-1		I1106001			150.61		INVENTORY BILLING	
TOTAL	GEN. OPERATING SUPPLIES				500.00	150.61	.00		349.39
55245	SIGNS/MATERIALS				.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				250.00			POSTED FROM BUDGET SYSTEM	
TOTAL	SIGNS/MATERIALS				250.00	.00	.00		250.00
55900	DEPRECIATION EXPENSE				.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	DEPRECIATION EXPENSE				.00	.00	.00		.00
56100	LAND				.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	LAND				.00	.00	.00		.00
56200	CAPITAL OUTLAY-BUILDINGS				.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-BUILDINGS				.00	.00	.00		.00
56300	CAPITAL/INFRASTRUCTURE				.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL/INFRASTRUCTURE				.00	.00	.00		.00
56400	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/01/17	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00		.00
TOTAL TOTL/DEPT - SHADY GROVE COMMUNITY PRK					3,800.00	181.38	265.39		3,353.23
TOTAL FUND - GENERAL FUND					3,800.00	181.38	265.39		3,353.23
TOTAL REPORT					3,800.00	181.38	265.39		3,353.23

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO AGREEMENT WITH DUKE ENERGY TO ALLOW FOR PAVING OF THE SUPERVISOR ELECTIONS OFFICE PARKING LOT.

MEETING DATE REQUESTED:

Statement of Issue:

THE INITIAL AGREEMENT WITH DUKE ENERGY DOES NOT ALLOW FOR RESURFACING OF THE EASEMENT PARCEL. THE AMENDMENT WILL ALLOW FOR RESURFACING OF THE EASEMENT PARCEL.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

TED LAKEY, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

This instrument was prepared
by and should be returned to:

Bruce C. Crawford, Esq.
CRAWFORD & OWEN, P.A.
10901 Danka Circle Suite #C
Saint Petersburg, Florida 33716
Telephone: (727) 573-1219
Facsimile: (727) 540-0470

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT (this "Amendment"), is made and entered into this ____ day of _____, 2017, (the "Effective Date"), by and **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY**, whose mailing address is 299 First Avenue North, St. Petersburg, Florida 33701 ("Licensor" or "Duke Energy") and **Taylor County, a political subdivision of the State of Florida**, whose mailing address is 201 East Green Street, Perry, Florida 32347, ("Licensee"). Licensor and Licensee may be referred to herein collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain License Agreement on November 15, 2017 (the "License"), concerning real property situated in Taylor County, Florida, real property in Taylor County, Florida, operated as Duke Energy's Perry Substation, whereby a portion of said site contains the existing driveway exiting US Highway 19, being hereinafter referred to as the "License Area"; and

WHEREAS, under paragraph 8 of the License, the Licensee is expressly prohibited from paving or constructing any impervious materials within the License Area, and

WHEREAS, the Parties desire to amend Paragraph 8, but only so as to remove the restriction on paving within the License Area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals; Defined Terms. The above recitals are true and correct and are incorporated herein by this reference. All defined terms used in this Amendment that are not otherwise defined in this Amendment shall have the meaning set forth in the License. To the extent that there are any inconsistencies between the provisions of this Amendment and the License, then the terms of this Amendment shall control.

2. Paving. The Parties hereby agree that paragraph 8 of the License shall be hereby amended so as to formally delete and remove the express restriction that: "Licensee shall not pave or add impervious materials within the License Area". This Amendment hereby formally authorizes the Licensee to pave over the existing driveway within the License Area as it exits US Highway-19. All paving within the License Area shall be performed by the Licensee at Licensee's sole cost and expense. Additionally all paving must be consistent with FDOT roadway standards so as to accommodate trucks and equipment up to at least 80,000 pounds. The paving of the License Area must not affect or alter Licensor's

access to its Perry Substation. All construction, repairs and maintenance of the paved License Area shall be at the Licensee's sole cost and expense. Licensor shall not be liable for any damages caused to the License Area or paving within the License Area caused by Licensor, its employees, agents, contractor or subcontractors, including all vehicles, trucks and equipment. All other terms, conditions and requirements of paragraph 8 shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in original counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have set their respective authorized signatures as of the day and year first written above.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY, SIGNATURE PAGES TO FOLLOW]

LICENSOR DUKE ENERGY:

DUKE ENERGY FLORIDA, LLC, a
Florida limited liability company d/b/a
DUKE ENERGY

By: _____
Print name _____
Title _____

Signed, sealed and delivered in the presence of:

/s/ _____
First Witness

Printed name

/s/ _____
Second Witness

Printed name

Acknowledgement

STATE OF _____
COUNTY OF _____

The foregoing First Amendment to License Agreement was acknowledged before me this
____ day of _____, 2017, by _____, as
_____ of DUKE ENERGY FLORIDA, LLC, a Florida limited liability
company d/b/a DUKE ENERGY, and on behalf of the Company. He/She is personally known to
me or has produced _____ as identification.

SEAL

Notary Public
Print name _____
My commission expires _____

LICENSEE:

**TAYLOR COUNTY, FLORIDA, a Political
Subdivision of the State of Florida**

WITNESSES:

**By and through its Board of County
Commissioners**

X

Signature of First Witness

Print or Type Name of First Witness

By: _____

Pam Feagle, as Chairperson

X

Signature of Second Witness

Print or Type Name of Second Witness

Acknowledgement

State of _____)
County of _____)

The foregoing First Amendment to License Agreement was acknowledged before me on this _____ day of _____, 2017, by Pam Feagle, as Chairperson of the Taylor County, Florida- Board of County Commissioners, and on behalf of the County. She is personally known to me or has produced _____ as identification.

SEAL

Notary Public

Print name _____

My commission expires _____



Bill Blue
County Judge

Office of the County Court

Third Judicial Circuit of Florida

P.O. Box 914 • Perry, FL 32348
Phone: (850) 838-3510 • Fax: (850) 838-3548

Beth Anne Roland
Judicial Assistant
roland.bethanne@jud3.flcourts.org

17

November 6, 2017

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

Dear Chairman Feagle and Honorable Board Members,

Thank you for your service and assistance on various matters over the last four years.

I am requesting you enlarge the second floor courtroom by extending it into the space being vacated by the Supervisor of Elections.

This should come as no surprise. I have mentioned to several of you, if not all of you, the need for a second, full-size, courtroom. As you know, there have been numerous occasions when we have had three or four courts operating at once. On other occasions, Judge Parker and I have had to pick juries and try separate cases on the same day. There is simply more court occurring in our courthouse than one large courtroom can consistently accommodate in a calendar month.

The second floor courtroom is beautiful. However, the second floor courtroom is too small for most of the courts that I preside over. The fire code capacity in the second floor courtroom is 50 people, however the gallery will not seat 50 people and the gallery is too small to pick a felony jury or a civil jury. Depending upon how many prospective jurors appear for a misdemeanor trial, the gallery can be too small to pick a misdemeanor jury. The gallery is also too small for dependency, juvenile, and truancy cases. Even the "well" of the courtroom, the portion of the courtroom between the bench and the gallery, is too small to accommodate all of the lawyers and participants on the dependency docket.

The second floor courtroom is excellent for non-jury trials and evidentiary hearings, but that is about all.

The first thing everyone mentions when enlarging the second floor courtroom is being discussed is access to the stairwell. There are stairwells on both ends of all three floors. Every Monday, prisoners are brought to the third floor courtroom via the stairs. There are a number of options available for providing access to the stairs.

If designed correctly, it may be possible to make a new, larger second floor courtroom accommodate multiple, different judicial purposes at the same time.

I respectfully request that you approve my request to enlarge the second floor courtroom, and extend it into the space being vacated by the Supervisor of Elections. I also request that you allow me to work with the County Engineer and Count Manager on the layout and design of the second floor courtroom.

Sincerely,

W. Blue

Bill Blue, County Judge



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board To Consider adding an addendum to the Hurricane Irma debris burn contract with Boyer Construction to allow for alternate disposal of vegetative debris other than open burning.

MEETING DATE REQUESTED:

DECEMBER 12, 2017

Statement of Issue:

Over 6000 Cubic Yards of vegetative debris has been received at the Steinhatchee roll off site. While the location is large enough for legal FFS setbacks the amount of debris is so large that safety to adjacent private property is a concern. The contract was awarded to Boyer Construction specific for burning and due to the aforementioned concerns Mr. Boyer has identified an alternative to burning the vegetative debris. The cost will remain within the contracted prices.

Recommended Action: Approve Addendum

Fiscal Impact: Pending FEMA 75% reimbursement

Budgeted Expense: NO

Submitted By: STEVE SPRADLEY

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: ADDENDUM TO CONTRACT

Attachments: Addendum

DRAFT

“ADDENDUM A”

On November 6th, 2017 the Taylor County Board of County Commissioners and Boyer Construction Co., Inc., entered into a contract which awarded Boyer Construction Co., Inc., the job of burning Hurricane Irma vegetative debris at Steinhatchee roll-off and at the old Landfill. The intent by the Board was to eliminate threats to lives, public health, and safety and to ensure the economic recovery of the county. At the time of open burning was determined to be the most cost effective and most expedient method of disposal.

Over 6000 Cubic Yards of vegetative debris has been received at the Steinhatchee roll off site. While the location is large enough for legal FFS setbacks the amount of debris is so large that safety to adjacent private property is a concern. The contract was awarded to Boyer Construction specific for burning and due to the aforementioned concerns Mr. Boyer has identified an alternative to burning the vegetative debris by grinding. The cost will remain within the contracted prices

In the Scope of Work, the contract specifically agreed to pay the Contractor for the performance of “Open Burning of Vegetative Debris”

and "Loading, hauling, and disposal of Vegetative Debris reduced by Burning."

To allow for alternate vegetative debris disposal this addendum adds this paragraph in the Scope of Work.

Should the County, in consultation with the Florida Forestry Service and the Contractor, determine that a safer and more cost effective alternative to burning the vegetation debris, such as grinding or relocation, is necessary and the cost can remain within the established contract price for burning and relocation, that alternative disposal method may be considered.

DATE: _____

Sam Boyer

Boyer Construction Co. Inc.

Perry, Florida

PAM FEAGLE, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY

Clerk of Court

CONTRACT FOR
TAYLOR COUNTY
STORM DEBRIS BURNING

This contract made the 6th day of November, 2017 between, TAYLOR COUNTY, hereinafter called the COUNTY, and BOYER CONSTRUCTION CO., INC., hereinafter called the CONTRACTOR.

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

1. **SCOPE OF WORK.** The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, open burning of vegetation debris at locations provided by the County. Loading, hauling, and disposal of vegetative debris reduced by burning from burn site to approved landfill as directed by the County. The unit price is provided in paragraph 3.

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, as follows:

OPEN BURNING OF VEGETATIVE DEBRIS
AT A LOCATION PROVIDED BY THE COUNTY

UNIT PRICE PER CUBIC YARD	\$5.25 per cubic yard
---------------------------	-----------------------

LOADING, HAULING, AND DISPOSAL OF
VEGETATIVE DEBRIS REDUCED BY BURNING
FROM BURN SITE TO APPROVED LANDFILL
AS DIRECTED BY THE COUNTY

0-15.9 miles	\$4.50 per cubic yard
16-30 miles	\$5.50 per cubic yard
31-60 miles	\$6.50 per cubic yard

3. **CONTRACT TERM.** This contract shall be for 1 year (12 month) period commencing 11-6, 2017 and ending 11-6, 2018.

4. **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.

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

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

6. 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.

7. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the county, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or

employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the county or any of its officers, agents or employees.

8. 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.

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.

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

10. 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.

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

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

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) 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 provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

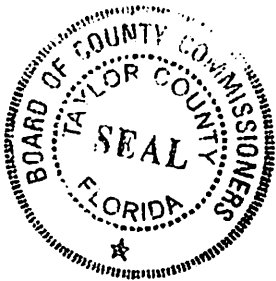
13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Steve Spradley, Emergency Management Director, 591 East US Highway 27, Perry, Florida; telephone number (850) 838-3575.

In Witness Whereof, the parties hereto have caused this instrument to be executed in one (1) original counterparts this 6th. day of November, 2017.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: [Signature]
PAM FEAGLE, Chairperson

ATTESTED: Annie Mae Murphy
ANNIE MAE MURPHY,
Clerk



BY: [Signature] President
CONTRACTOR

WITNESS: [Signature]
FOR THE CONTRACTOR

WITNESS: [Signature]
FOR THE CONTRACTOR

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Approval of RFP for NG9-1-1 System

Meeting Date:

Statement of Issue: The intent of this Request for Proposal is to replace the existing 9-1-1 system with NG9-1-1 ready Public Safety Answering Point solution.

Recommendation: Approve RFP

Fiscal Impact: \$ 100,000
(using sinking fund reserve)

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Sarah Weirick

Contact: Sarah Weirick 850-838-1104 or 850-672-1976

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In today's world, technology is ever changing and evolving and with these changes is an expectation that all technologies will operate the same regardless of the location. The County recognizes the need for a robust NG9-1-1 ready communications system. We must try to keep up with these technologies so that the citizens of Taylor County and anyone passing through will have the best services available to them. Our current 911 system, Frequentis, is not keeping up with the technologies. The company itself has stopped supporting the system causing it difficult to get assistance when upgrades are necessary. Taylor County must not allow there technologies to fall behind. More and more people are expecting to be able to reach 911 however, they need to, and our technology at this time simply is not there.

Options:

1. Go out for bids for Next Gen system
2. Proposed RFP

Attachments:

1. Attachment A
2.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR PROPOSALS FOR

The Taylor County Board of County Commissioners is soliciting sealed proposals for

"NG9-1-1 System"

Qualified firms or individuals desiring to provide the required services must submit the proposal packages in a sealed envelope or similar package marked "NG9-1-1 System" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 p.m., local time, on January 12, 2017. **All proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 9:00 a.m., local time, or as soon thereafter as practical, on January 16, 2017, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Proposal information may be obtained from the county website www.taylorcountygov.com or in person from the Taylor County Sheriff's Office located at 1st floor of the Taylor County Courthouse, 108 N. Jefferson St. Perry, FL 32347.

Required Proposal information:

1. **Firm Overview** – Provide firm information including, but not limited to, Physical Address, Date Established, Key Project Personnel, Current Insurance Coverages, and Ability to Provide Requested Services.
2. **Prior Related Experience** – Project Examples for last five years for which similar services have been provided. For each project, indicate (1) Project Name and Location, (2) Description of Project, (3) Owner Name, Address and Contact information, (4) Cost of Work and (5) Date Completed.
3. **Scope of Work** – Proposal detail. Refer to Attachment "A" for suggested scope of work.
4. **Fee** - Proposed Lump Sum pricing for installation and first year maintenance and training.
5. **Project Timeline** – Provide timeline outlining proposed starting date, estimated length of project, and date of completion.

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

For additional information contact:

Sarah Weirick, *Taylor County E911 Coordinator*
850-838-1104 or 850-672-1976
Sarah.weirick@taylorsheriff.org

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

GENERAL PROPOSAL INFORMATION

1. Proposal is available online at www.taylorcountygov.com or in person at the Taylor County Sheriff's Office, 1st Floor of Taylor County Courthouse located at 108 N Jefferson St. Perry, FL 32347.
3. Three (3) proposal packages must be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 to arrive no later than 4:00 p.m. local time, January 12, 2017.
4. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposals for NG9-1-1 System"**.
5. **All proposals MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.**
6. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
7. Once opened no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
8. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
9. Proposals shall be received and respondents announced on January 16, 2017, or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
10. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

(Continued)

11. It is the responsibility of the respondents to fully understand and follow all project expectations.
12. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, 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. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.
13. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
15. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
16. For additional information, contact:

Sarah Weirick, *Taylor County E911 Coordinator*
850-838-1104 or 850-672-1976
Sarah.weirick@taylorsheriff.org

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROPOSAL CHECKLIST

Check Items Included:

- _____ 1. Required proposal information referenced above.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).

Checklist **Please include with proposal.**

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:

NG9-1-1 System for 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, 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 _____, 2017,

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 _____, 2017.

NOTARY PUBLIC
My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2017, by

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

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

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

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

Whose business address is _____
_____ and

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

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

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime: or

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

ATTACHMENT "A"

SCOPE OF WORK:

TOTAL LUMP SUM PRICE: \$ _____

Bidder acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award the project for purposes of value engineering.

COMPANY NAME: _____

SUBMITTED BY: _____
Print Name

Signature

Date

(please place this sheet at the front of the bid package)

Taylor County Florida

Request for Proposal

2017 Ver. 01

NENA NG9-1-1 (i3) Ready Communication System

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1 Project Scope

1.1 Project Description

Taylor County, 587 E US Highway 27 Perry, FL 32347 hereafter referred to as the "County", is seeking a qualified and experienced Bidder to provide an Next Generation 9-1-1 (NG9-1-1) ready Communications System, hereafter referred to as the "System", that will be used to process, answer and direct all applicable calls placed to the 9-1-1 emergency number.

1.2 Project Objectives

The County recognizes the need for a robust NG9-1-1 ready Communications System, capable of accepting calls for emergency services, regardless of the network of origin, (i.e., Public Switched Telephone Network (PSTN), Voice over Internet Protocol VoIP), Voice over Instant Messaging (VoIM)), in both an efficient and accurate manner. The County desires to purchase a System to meet the current and future needs of the citizens of the County. Reduced System cost, enhanced call taker capability, remote diagnostics, and a System architecture designed to accept future types of calls are equally important objectives of this project.

The intent of this Request for Proposal (RFP) is to replace the existing 9-1-1 System with an NG9-1-1 Ready Public Safety Answering Point (PSAP) solution. The identified requirements focus on supporting a complete turnkey Customer Premise Equipment (CPE) installation utilizing NG9-1-1 industry standards or recommendations for interconnection.

This document provides the minimum requirements for the System, intelligent workstation options and NG9-1-1 network interfaces. The intent of this document is to provide the requirements for an NG9-1-1 solution. It is not the intent to provide details that will focus a Bidder's proposed solution toward one particular technology. Bidders shall provide their individual solution(s) and products configured in a manner consistent with the latest NG9-1-1 recommendations of National Emergency Number Association (NENA) and Association of Public Safety Communications Officials (APCO).

1.3 Procuring and Contracting Office

This RFP is issued by the County which shall be the sole point of contact during the selection process. The County intends for this RFP to encourage competition while ensuring that the most qualified vendor is selected to install and maintain the 911 system.

1.3.1 Pre-Bid Conference

A mandatory Pre-Bid Conference will be held according to the following schedule:

January 3, 2018 @ 9:00 a.m. at Taylor County Emergency Management Building located at 591 Hwy 27 E, Perry, FL 32347.

It is mandatory that all interested Bidders attend the Pre-Bid Conference. All Bidders not having a duly-authorized representative at the Pre-Bid Conference will be disqualified from submitting a bid for this project.

1.3.2 Calendar of Events

Event	Date
RFP Available	12/13/2017
Publish in Perry Newspapers	12/20/2017
Pre-Bid Conference	1/3/2018
Deadline for bids	1/12/2018 @ 4:00 p.m.
Open Bids	1/16/2018 @ 9:00 a.m.
Bid Committee	1/24/2018
Announce Contract	2/5/2018

2 Preparing and Submitting a Proposal

2.1 General Instructions

The evaluation and selection of a contractor in addition to the contract shall be based upon the information submitted in the Bidder's proposal in addition to references and any required on-site visits and/or oral presentations.

Each point-by-point response from the Bidder must be answered with one of the following responses:

Understood – The Bidder completely understands the specific requirements and conditions of this RFP.

Comply – The proposed solution will fully meet all requirements and functionality within the product software release at the time of the sale.

Exception – The proposed solution partially complies with a given requirement. All exceptions must be explained in writing. If a Bidder indicates an exception they are requested to recommend any foreseeable alternative. The alternative shall be clearly explained in writing and also include any associated cost with each individual exception. Exceptions and alternatives will be evaluated and alternatives may be considered, however, alternative solutions may be deemed as an unacceptable solution to an individual requirement.

Does not Comply – The proposed solution does not comply with a specific requirement.

Explanation – This particular section of the RFP requires an answer to a question rather than an answer to a particular requirement.

2.2 Proposal Organization and Format

Two hard copies and one electronic copy of proposals shall be provided.

Proposals shall be typed, printed and submitted entirely on 8.5 by 11 inch paper. Electronic proposals shall be sent on a USB drive. Facsimile or emailed responses will not be accepted. The proposal shall be organized with the following major sections:

- Cover Letter
- Executive Summary
- Bidder Profile & Bidder/Vendor References
- IP Based NG9-1-1 ready Communications System (point-by-point response to the RFP)
- System Diagram(s)
- Pricing

Prices must be valid for ninety (90) days after the date of the deadline for Bidders' submission of proposals.

3 Background on Current Environment

3.1 Population Served

Population served is approximately 22,175

3.2 Personnel

The following table outlines the current number of personnel supported by the current system, as well as the number expected to be supported by the Bidder's proposed solution.

Personnel	Current Number Supported	Number to be Supported by New System
9-1-1 PSAP Call Takers	4	4
Dispatchers	3	4
Supervisors	2	2

3.3 Calls for Service

Approximately 60,998 telephone calls for service were received by the County in 2016, broken out as follows:

Call for Service	Number
9-1-1 Calls	12,531
7- or 10-digit emergency calls	unknown
7- or 10-digit administrative calls	48,467

3.4 Current Environment

3.4.1 9-1-1 Phone System

The current 9-1-1 System is a Frequentis Protect which was installed in July 3, 2013

3.4.2 Administrative Phone System

The current administrative Telephone System is a Fairpoint direct administrative trunks/lines.

4 General System Requirements

4.1 Introduction

The County intends to replace its existing 9-1-1 System with a System that is NG9-1-1 ready. The replacement System must position the County such that a forklift upgrade of the purchased System will not be required at any time along the migration path to true NG9-1-1. The System must use TCP/IP and related internetworking technologies to support the NG9-1-1 ready PSAP solution.

It is anticipated that a state level ESInet (Emergency Services IP (Internet Protocol) Network) will be implemented in the future and will interconnect regional ESInets, individual PSAPs and eventually become part of a nation-wide ESInet. The ESInet will allow flexibility in call taking such that call takers will no longer be physically constrained to a specific PSAP if so desired.

The new System must be built on a secure, open standards platform such that interoperability with other NENA-compliant systems and ESInets is assured.

The System must accept NENA i3 VoIP calls natively.

Under no circumstance shall a failure of any System component disable more than 50% of the intelligent workstations or telephone positions.

The County will provide one broadband internet connection to be used for remote access by the successful Bidder. The Bidder shall be responsible for providing, programming and maintaining a secure Virtual Private Network (VPN)/firewall device for remote connectivity.

The County requires that a single headset be used for telephone and radio audio without the requirement for manual switching between the two sources. One (1) optional handset shall also be included in the price proposal.

The new System shall be capable of connecting to multiple Automatic Location Identification (ALI) databases via IP or serial Recommended Standard-232 (RS-232).

4.1.1 Mandatory Vendor Requirements

The County requires the following Mandatory Vendor Installation and Maintenance Requirements:

- The successful bidder must have at least 3 certified technicians within two hours of the County PSAP that are manufacturer certified and have installed the proposed system without the assistance of the equipment manufacturer. This is to ensure that the service technicians can service the system without the support of the equipment manufacturer.
- The successful bidder's technicians must have 1 year experience of providing maintenance on the proposed system, Exacom Log Recorders, Data Master DBMS and West MapFlex map display and GIS maintenance tool software and hardware.
- The successful bidder must provide a trainer (their own employee) that is certified to train on the equipment manufacturer's system and has 1 year experience training on the proposed system. This is to ensure that the

vendor has the ability to provide additional training to the County whenever asked without having to hire the equipment manufacturer.

- The successful bidder must have experienced routing calls over MFN (MyFlorida Network). Example: today calls are routed from Steinhatchee (ATT telephone service) to Taylor County PSAP over the MYFlorida Network. This route saves Taylor County from having to pay ATT for 911 services. This provides 911 calls from Steinhatchee to be routed directly to Taylor without having the calls answered by Dixie County.
- All labor to maintain the proposed system including additional training, adds, moves, changes and programming of the selective router shall be done at no additional cost to the County (included in yearly maintenance).

Please provide documentation to demonstrate your company meets these mandatory requirements. Failure to meet these requirements will result in disqualification

4.1.2 System Sizing

The System shall be sized to meet the following requirements:

Analog CAMA Trunks	
Direct from an End Office	4
T1 9-1-1 Trunks	26
Analog Admin Lines	8
Call taker Positions	4
Dispatcher Positions	3

4.2 General Bidder and Vendor Requirements

The Bidder shall propose a solution that complies with the following general requirements:

- Certified to the 9001:2008 standard
- Minimum of a ten (10) year history in providing IP-based mission-critical telecommunications systems.
- Minimum of 3 references from customers who have purchased similar IP-based NG9-1-1 ready systems.
- Local distribution and equipment depot(s) capable of providing access to adequate spare parts, materials and testing equipment needed to maintain the System within the response time(s) specified within this RFP.
- Clear documentation of equipment, services and prices offered.

4.2.1 ISO Certification

Bidders shall note that all solutions must be bid from a Vendor certified to the ISO 9001:2008 standard.

4.2.2 Interoperability

Please identify all NENA NG9-1-1 Industry Collaboration Events (ICE) that your company has participated in and what your involvement was in each event.

If you have not participated in the ICE events and/or not tested proposed products, please explain any alternative interoperability testing that you have participated in.

4.3 System Diagrams

Bidders shall provide a minimum of one System diagram detailing the proposed System connectivity and major components.

5 Central Equipment Technical Requirements

5.1 Telephony Switch

The System shall be IP-based and comply with all current NENA standards. By definition, IP-based means that the design of the System is such that the primary processing of voice communications is accomplished within an IP-based architecture. Hybrid Time-division Multiplexing (TDM) systems that have IP capability are not acceptable solutions.

5.1.1 T1 system connectivity

The system must include an on-site site selective router with the ability to connect T1's directly into the system without the use of a gateway.

5.1.2 Call Control

The System's core VoIP call control must be owned and controlled by the System's manufacturer and shall be based upon SIP Protocol. Systems which use soft switch VoIP call control are not acceptable due to the potential for "hung calls."

The System shall be specifically designed for 9-1-1 and shall not permit calls to be "hung" or lost nor shall it use 'keep alive' signaling for call recovery.

5.1.3 Audio Signal Processing

Any COder/DECoder or COmpression/DECompression (CODEC) audio signal protocol entering the central CPE equipment from direct VoIP ISPs (Internet Service Providers) must be supported utilizing VoIP CODEC techniques. The System shall attempt to negotiate the use of G711 to maximize call fidelity.

5.1.4 Protocols

The System shall use Transmission Control Protocol / Internet Protocol (TCP/IP) network connectivity and client/server network design. Calls shall be transported as VoIP between the Central Equipment and the call taker positions.

The System must support the Presence Information Data Format-Location Object (PIDF-LO) protocol for the delivery of location information in SIP.

5.1.5 Voice over Internet Protocol (VoIP)

The System must utilize VoIP switching technology and be capable of supporting access via VPN for online monitoring, System administration, and maintenance positions.

The System must analyze VoIP quality metrics including jitter and delay and be capable of re-initiating the call on a different network if these metrics fall under pre-determined thresholds.

5.2 Future-proofed Architecture

The System shall be designed to future-proof the County against the requirement for a 'forklift' upgrade of CPE equipment at any time during the transition to NG9-1-1.

5.2.1 Future Expansion

The System described in these specifications shall be capable of meeting today's needs as well as future expansion in order to meet anticipated future growth. It shall be capable

of supplying the equipped wired and maximum quantities specified in this RFP without replacing any in-place common equipment. The System shall be installed with an adequate processor and hardware to meet this growth.

Bidders shall state the expansion capability of their equipment, describing the overall System capacities including the number of incoming NG9-1-1 trunks, the number of answering positions and the number of telephone lines.

5.2.2 Scalability

The architecture must be flexible, scalable and modular to allow the County to migrate from a single site to multiple hosted sites or tenants. The System shall accommodate multiple tenants while allowing each PSAP tenant to manage their individual call taker positions, PSAP configuration and local call routing.

The architecture must also support interoperability as required.

5.2.3 Next Generation Functionality

The County fully intends to participate as part of an ESInet and requires that the System be compliant with consensus standards of industry associations and regulatory bodies. Bidders must describe how the System will comply with NG9-1-1 standards as they emerge.

Compliance with all new standards is expected as soon as possible. The Bidder shall describe how the timing between ratification of a new standard and NENA recommended compliance will be minimized.

5.2.4 Multi-media Calls

As part of the evolution of 9-1-1, new multi-media call types are expected to be directed to our PSAP. The County intends to be able to accept all types of multi-media calls natively, when they are capable of being delivered to our PSAP.

The County requires a solution that offers a combined multi-media communications window that is contained within the call taker user interface. Multi-media communications shall include, but not be limited to, the following types of communications: Text-to-911, Text from 9-1-1, Instant Messaging, TDD/TTY, DTMF tone detection, etc. The call taker user interface shall provide a common window which clearly identifies all multi-media call types in progress and their current status.

Describe how the proposed System supports all multi-media call types today.

5.2.5 Text to 9-1-1 Call Delivery

The System shall be capable of receiving text-to-911 calls by all three methods currently endorsed by NENA. The System shall present text to 9-1-1 calls to all call takers and be applicable to any chosen ACD scheme as well as skills-based routing of calls. The County shall be able to choose any one of the three methods of text to 9-1-1 call delivery prior to the time of cutover, realizing there may be a delay in receiving text to 9-1-1 via SIP/MSRP; however, the County desires a System which is immediately capable of receiving native SIP/MSRP text to 9-1-1 call delivery with proven, live reference sites. Please identify a minimum of 3 reference sites with live text to 9-1-1 call delivery. Please identify the Text

Control Centers (TCCs) that your solution has been certified to work with for SIP/MSRP connections.

5.2.6 Text from 9-1-1 Call Initiation

The System must be capable of initiating text from 9-1-1 calls via a cellular gateway from any authorized call taker workstation. The gateway shall be capable of being located in an environmentally secure location remote from the PSAP in an effort to take advantage of the best possible cellular signal. Please identify how many simultaneous text sessions can be initiated at one time. The County desires a System which is immediately capable of initiating three (3) simultaneous text from 9-1-1 calls. Please provide a minimum of 3 reference sites with live text from 9-1-1 capability.

5.3 Redundancy

The System architecture shall be such that the failure of any one component or module will not result in total System failure, but rather only the loss of the equipment associated with that module. All vital System modules must be protected through the use of redundant modules to ensure single point of failure tolerance.

5.3.1 System Availability

It is a requirement that the System deliver an industry standard up time of 99.999%.

5.3.2 System Application Servers

The System must have at least two physical application servers.

5.3.3 Power Distribution

Power must be delivered to the central equipment such that the failure of a single power feed will not result in the loss of more than 50% of the System capacity.

5.3.4 Ethernet Switch Configuration

Bidder shall provide at least two managed Ethernet switches of sufficient capacity to allow for distribution of all IP based devices across such switches in such a fashion that the loss of one Ethernet switch will not disable more than 50% of the intelligent workstations and phone positions, servers and gateways.

5.4 Interfaces/ Functions

The new CPE System architecture must consist of a complete ANI/ALI Controller System with interface modules to external circuits. The ANI/ALI controller functions shall combine into a fully redundant system. The architecture must conform to NENA standards as well as requirements outlined later in this document.

5.4.1 Flexibility

The proposed System shall have the demonstrated ability to effectively manage and process a variety of different call formats including:

- Traditional analog or digital telephone calls
- Wireless calls in compliance with the Federal Communications Commission (FCC) Phase 1 and Phase II mandate for full call integration.
- Voice over IP in native format.

- Instant Messaging (IM) when standards are ratified.

5.4.2 Legacy Compatibility

The proposed System must handle calls from legacy selective routers with the same speed and accuracy as if they were VoIP calls.

5.4.3 Wireless Compatibility

The System shall be Wireless Phase I and Wireless Phase II compatible per FCC requirements.

5.4.4 CAS and NCAS

The System must be compatible with eight, ten, and twenty-digit ANI delivery, and Non-Call Associated Signaling (NCAS) solutions.

5.4.5 Remote ALI Retrieval System Interface

The ANI / ALI equipment must interface to the ALI database provided by the telephone company. The System must have at least two output interfaces for transmission and receipt of wireless and VoIP call data to the ALI database.

The proposed System shall have auto ALI rebid capability and shall also be configured to allow manual ALI queries.

The ANI / ALI equipment must be compatible with eight and ten digit remote database query methods.

5.4.5.1 ALI Caching

The System must cache ALI data received from third-party ALI databases (i.e., Telco ALI database). The System must send stored (cached) ALI information in response to subsequent queries for the same information from multiple call taker workstations, providing faster ALI display on all respective call taking workstations.

5.4.5.2 ALI Corrections

In the event of an incorrect ALI, ALI corrections must be able to be e-mailed to a preconfigured e-mail address for administrative action.

5.4.5.3 Supplemental ALI

The System shall be capable of providing supplemental ALI information based upon any calling party number. All call takers must be capable of entering supplemental information specific to any CPN. There must be up to 4 custom fields available for supplemental ALI notes. The supplemental information shall require supervisor/administrator approval before it is made visible with an incoming call. All supplemental information shall be configurable with an administrator defined expiration date at which time the information will require administrative approval to be reinstated, amended, deleted or left in an expired state for future use. Expired information shall not be deleted unless so desired, however, expired information should no longer be presented with an incoming call. Supplemental ALI notes must be available for export and printing. Please describe how call takers will be made aware of any available supplemental ALI information per incoming call.

5.4.6 Administrative Trunks

The System shall support loop start 2-wire telephone line interfaces.

5.4.7 E9-1-1 CAMA (EM9-1-1) Trunks

The System shall provide legacy TDM support for analog CAMA and T1 facilities.

5.4.8 i3 SIP Interface

It is the County desire to use IP connectivity in all respects wherever possible. Where IP connectivity is not immediately available, the System shall support both internal and external IP connectivity in all respects without a hardware upgrade, as soon as IP connectivity is made available.

5.4.9 Outgoing Trunks

The proposed System must provide outgoing NG9-1-1 trunk capabilities so that received 9-1-1 calls can be sent to other 9-1-1 Systems via a CAMA trunk or SIP trunk. The call shall appear as a 9-1-1 call to the other 9-1-1 Systems.

5.4.10 CAD Interface

The Bidder shall provide for NENA compliant serial system interfaces for the delivery of ANI / ALI information to Computer Aided Dispatch (CAD) and Mapping applications. The System shall be capable of delivering ANI / ALI information to CAD and Mapping applications natively via IP without a hardware or software upgrade being required.

5.4.11 External Clock Interface

The System shall be equipped to interface to an external clock source in order to ensure from all PSAP equipment consistency of time stamps added to event records and reports.

5.4.12 Call Detail Records

The System shall provide Call Detail Records (CDR) for all calls including VoIP calls. The System shall provide Quality of Service (QoS) information for each call, including data such as; jitter and delay, to allow the County to assess whether network Service Level Agreements (SLA) are being met.

5.4.13 i3 Logging

Event logging information shall be sent via a Hypertext Transport Protocol (HTTP-POST)) to a minimum of four links to allow for redundancy and downloading logging event information to multiple systems such as a mapping database, MIS or CAD. The system shall support logging recorder redundancy.

5.4.14 Automatic Call Detail Recorder

The System contain a Call Detail Recorder (CDR) which shall capture and store all available information pertaining to each 9-1-1 call on the application / telephony virtual server and be accessible to the system Management Information System (MIS) package for reports.

5.4.15 Call Continuity

Incoming NG9-1-1 calls must be presented to a call taker even if the caller hangs up or if there is a failure in the call path prior to delivery of the call. The call taker must be able to initiate a call back.

If an outbound call leg fails, the System must preserve the call and route it to another destination.

5.4.16 Automatic Call Distribution

The System shall support the following ACD algorithms:

- Ring All
- Ring All with Conference (rings all call takers, as each answers they are joined in the conference)
- Priority
- Longest Idle
- Round Robin

5.4.16.1 Skills-based Call Routing

The System shall support skills-based call routing and priority-based queuing to direct calls to available call takers with a specific skill or skill level to handle the call. Skills need to be assignable to an individual user or to a group of users that have like skills. For example, assignments should support the following:

- Skill by physical location (for the Workstation and/or Phone Devices)
- Skill based upon user login
- Skill based upon a group of users that have the same responsibilities, i.e. call takers, police dispatchers, etc.

The System shall support a distinctive ring and visual indicator for each ring group.

5.4.16.2 Round Robin ACD mode

The System shall support call distribution capabilities to ensure calls are distributed in a fashion where active call takers within a given group receive calls in a fashion often referred to as Round Robin.

For example: the first call to arrive in the System for a particular group is sent to the first call taker in the group list. The second call is then sent to the second call taker in the list and so forth. When a call taker is not reachable, the ACD should skip over that call taker and present the call to the next available call taker in the list. When the bottom of the call taker list is reached, the System should start again from the top of the pre-defined group list. The group list of call takers shall be administered by moving call takers up and down in the group list.

5.4.16.3 Viewing of Assigned Queue Assignment

The System must provide the capability for a call taker to view the queue or queues which are assigned to them based on user privilege.

The System must provide a window that shows this information in a logical fashion. It must be available to a call taker through a toolbar or other menu. The window must provide resizing capabilities and sortable columns. At a minimum the window must provide the following fields:

- Name: Name of queue or group name
- Assignment type: Physical, login or group
- ACD call distribution: Longest Idle, Sequential Priority, Round Robin, Ring all, etc.

- **Priority:** Priority assigned to the Queue

From this menu, call takers will be capable of logging in or out of selected queues, providing the user has been assigned the permission to do so.

5.4.16.4 Wrap-up Time Function

The System must provide a wrap-up capability for Longest Idle, Sequential Priority and Round Robin type ACD. This function, if implemented, must permit a call taker to remain unavailable to take calls and allow the specified idle time to perform other post call administrative functions.

The wrap-up time must be configurable as follows:

- **Fixed duration in seconds:** The wrap-up shall last for a fixed amount of time after which time a call taker will be made available and a "get ready" zip-tone shall be provided. This zip-tone must be different from the "auto answer" zip-tone.
- **Manual duration:** A call taker manually uses a feature button to enter an unavailable state after a call is released and similarly must manually use a feature button to be removed from the unavailable state.

5.4.17 Wallboard/Dashboard Function

The System must provide a wallboard / dashboard function that will display information about call queues in the System. This function shall be supported by Systems serving multiple PSAPs and shall be configurable such that a particular PSAP will only see calls related to that individual PSAP. This function must be able to be resized, sorted and permit the changing of the order of columns, etc.

The System shall also be capable of supporting the wallboard / dashboard on an office monitor or on a large screen such as an LCD, LED or plasma television panel.

The wallboard / dashboard function shall be capable of displaying the following data:

- **Name of Call Queue:** i.e. 9-1-1, alarm lines, etc.
- **Assignment Type:** Physical, login or group
- **Routing Type:** Longest Idle, Sequential Priority, Round Robin, Ring all First to Answer
- **Queue Priority:** Priority assigned to the queue
- **Total Calls:** The total number of active calls that have been routed to this queue
- **Distinguish State of Call:** i.e. ringing, answered, on hold
- **On Line:** The total number of call takers and phone devices logged in call takers and phone devices assigned to the queue
- **Available:** The number of idle call takers and phone devices that are logged in or ringing
- **Busy:** The number of busy call takers and phone devices
- **Longest waiting call:** In seconds, the longest currently waiting call (total of queued and ring time)
- **Longest duration call:** in seconds, current longest call (from queued/ringing to released)

5.4.18 Interactive Voice Response

An interactive voice response (IVR) system must be available to allow for call screening. The IVR must provide an announcement to the caller and instruct them to enter digits which are then routed to a specific queue. A button must be available to send the caller to the IVR screening system.

5.5 Transfers

5.5.1 Central Office/Tandem/PSAP Transfer

The System shall provide the capability for an established E9-1-1 call to be transferred by a call taker, via the E9-1-1 tandem office, to another PSAP or some other destination using hook flash signaling.

5.5.2 Outgoing Trunk/PSAP Transfer

The System shall provide the capability for an established E9-1-1 call to be transferred by the call taker on an outgoing trunk to another PSAP without requiring hook flash signaling. The transfer shall be initiated by the single click of a transfer button and shall be transparent to the tandem. The ANI shall be transmitted with the transferred call.

5.5.3 Selective Transfer

The System must be able to provide the capacity for access to a minimum of ten (10) emergency service providers via speed dial for each Emergency Service Number (ESN). This capability will allow a call taker to transfer a call to an agency and establish a conference call.

5.5.4 Abandoned Call Information

The System shall be capable of collecting the ANI digits and processing the ALI lookup regardless of the condition of the call: active or on-hook.

The ANI of the abandoned caller must be immediately available for viewing by a call taker in an abandoned call queue.

Abandoned 9-1-1 calls must be able to be rerouted to a specific group or queue.

5.6 Central Equipment

All central equipment shall be rack mounted in a cabinet. The cabinet must be securely mounted to the floor and properly grounded. The rack must have dual power supplies. A minimized footprint is desirable.

5.6.1 Environmental

All central equipment shall be capable of operation at the following minimum and maximum conditions:

- Temperature: 5 to 40 degrees Celsius
- Relative Humidity: 10% to 85%, non-condensing

5.6.2 Maintenance Access/System Reconfiguration

Both on-site and off-site personnel shall be able to remotely access the 9-1-1 System and perform the following minimum tasks:

- (a) Modify the answering positions parameters
- (b) Modify the user login Identification (ID) information and permission
- (c) Modify the 9-1-1 trunk parameters
- (d) Modify the Central Office (CO) line parameters
- (e) Modify the ring-down line parameters
- (f) Assign a module or a port to give the user the ability to:
 - 1) Quickly view a multitude of System settings for each entity (9-1-1 trunk, user, etc.)
 - 2) Reconfigure advanced settings to adapt the System to the exact requirements of a particular setup without technical assistance from the manufacturer
 - 3) Customize the System according to preferred operational preferences
 - 4) Upgrade the System for new or expanded uses
 - 5) Safeguard the System by performing a backup of the System database
 - 6) Troubleshoot the System

A foldable Liquid Crystal Display (LCD) screen/4 port Keyboard, Video, Monitor (KVM) unit must be installed on the central equipment rack to allow local maintenance personnel access to System servers.

5.6.3 System Administration

Authorized System Administrators must be capable of performing all administrative functions from any call taker workstation based on user login and permissions.

Remote administration shall also be required through a secure VPN tunnel.

5.6.4 Multi-user Configuration

Multiple administrators shall be capable of initiating changes to individual PSAP configurations. Changes shall only be visible to each respective PSAP.

5.7 Specifications

All equipment shall comply with, but not be limited by, the following specifications and standards:

- Comply with FCC rules part 15, class A for EMI
- Comply with FCC rules part 68
- UL/CSA 6950 3rd edition
- NENA 04-001 Generic Standards for E9-1-1 PSAP Equipment.

5.8 Remote Positions

Remote positions shall not require more than 100 Kilobits per second (kbps) bandwidth connectivity with the central System.

5.9 Bandwidth

Bidders must state the bandwidth requirements for remote call taker positions, lines and trunks. Bidders must describe any overhead created by "keep alive" messaging between components.

5.10 Virus Protection

All Personal Computer (PC) based machines (servers and workstations) in the network shall have virus protection software installed by either the Bidder or the Vendor.

6 Intelligent Call Taker Workstation

6.1 Equipment

6.1.1 PC Hardware Requirements

The Intelligent Workstation (IWS) shall be state-of-the-art, digital technology and must be equipped with all necessary ancillaries including keyboard, mouse, speakers and one monitor per position.

6.1.2 Headset/Handset

The intelligent workstation shall provide an analog audio interface to a headset/handset and to the radio system arbitration unit to accommodate both radio and 9-1-1 audio in the same headset/handset.

6.1.3 Radio Integration

The intelligent workstation shall provide an interface to the radio system. Call takers shall use the same headset for both radio and telephone conversations.

6.1.4 Print Capabilities

The intelligent workstation shall provide an interface port for manual printing of ALI and Telecommunications Device for the Deaf (TDD) conversation upon call release. It is required that the intelligent workstation send print jobs to a network printer.

6.1.5 Diagnostics

The System shall include built-in diagnostic software that will automatically monitor alarm conditions of the equipment and initiate audible and visual alarms in the event of any failure or disruption of the operation/recording processes.

The System must be capable of automatic email notification upon the occurrence of critical events.

6.1.6 Expansion Capability

The System shall be expandable to 55 local and/or remote call taker positions.

6.1.7 Audio Equipment

The intelligent workstation must support multiple input and output ports to monitor and control audio devices for call taking, radio audio and external radio integration.

6.2 General Software Requirements

The 9-1-1 client application software must be compatible with Microsoft Windows 7™. The Computer Telephone Integration (CTI) must be highly customizable. The 9-1-1 client application must be a true soft phone and operate independent of any associated telephone instrument. If a fault occurs in the call taking application or on the call taking PC, while a call is active, the call must be presented to another call taker.

6.2.1 User Interface

The user interface must be based on the Microsoft .NET framework to allow incorporation of new application requirements.

6.2.2 Call Taker Logon

The System shall require call takers to logon with a username and password combination. Upon successful completion of the logon, each call taker will be presented with a selection of pre-configured roles which identify their unique permissions.

The screen layout presented to the call taker shall be based on a user and role combination. If a user/role combination has not been defined for the call taker then the screen layout presented to a call taker shall be based solely on the default role. Call takers shall be able to log-on at any position and select from any role assigned to their unique logon. Selection of a given role shall provide a consistent layout between all positions.

6.2.3 Position Software Update

At log-on, the server shall verify the intelligent workstation's software version against its own cached intelligent workstation software version. If a newer version of the software exists on the server, the User shall be prompted to upgrade the software which shall then be completed automatically by the server.

6.3 Configurability

6.3.1 Graphical User Interface User Customization

In addition to the GUI containing Vendor specific windows and toolbars, the GUI shall also contain the ability to create no less than 24 new windows and 24 new toolbars on the fly and permit the population of applicable customer-created resources within each window and toolbar as required. In order to maximize the use of the GUI real estate, both Vendor provided windows and customer-created windows shall be capable of user optimization via docking, floating, auto-hide and temporary hide on the fly.

Textual windows must be able to be customized in terms of font size and type to suit the needs of the agency.

6.3.2 Screen Layout Restore

The supervisor shall have the capability to restore the original screen layout while making modifications.

6.3.3 System Sounds and Icons

The intelligent workstation shall allow a supervisor to modify System sounds and buttons.

Buttons must be customizable with customer chosen logos and picture representation to identify personnel and emergency response agencies.

6.4 Incoming Call Display

6.4.1 Call/Line Indicators

The intelligent workstation shall indicate incoming emergency and non-emergency calls by both audible and visual means. 9-1-1 trunks shall have a different audible and visual presentation from admin lines.

6.4.2 9-1-1 Status Windows

The intelligent workstation shall present the supervisors and call takers with the status of the following categories:

- Number of Active 9-1-1 Calls
- Number of 9-1-1 Calls on Hold
- Number of 9-1-1 Calls Ringing
- Number of 9-1-1 Abandoned Calls
- Number of Active Call takers

The numbers related to individual 9-1-1 status categories shall be summarized and presented on icons to conserve space. A call taker must be able to open each status category as a window in order to obtain additional pertinent information. A call taker shall also have the ability to perform answer, call back, pick up a call on hold, call an abandoned call, conference and transfer a call from the applicable status window.

6.4.3 Admin Status Windows

The intelligent workstation shall present the supervisors and call takers with the status of the following categories:

- Number of Active Admin Calls
- Number of 9-1-1 Calls on Hold
- Number of 9-1-1 Calls Ringing

The numbers related to individual Admin status categories shall be summarized and presented on icons to conserve space. A call taker must be able to open each status category as a window in order to obtain additional pertinent information. A call taker shall also have the ability to perform answer, pick up a call on hold, conference and transfer a call from the applicable status window.

6.4.4 Distinctive Ringing for Abandoned Calls

The System shall support configuration of a specific .wav file to be played when an abandoned call is ringing at a call taker position.

6.4.5 Reroute Abandoned Calls to a Specific Ring Group

The System shall support an option to send abandoned 9-1-1 calls to a specific ring group during or prior to a call ringing at a call taker position.

6.5 ANI/ALI Handling

6.5.1 Automatic Number Identification

The intelligent workstation must be capable of providing visual display of the emergency caller's telephone number.

6.5.2 Automatic Location Identification

The intelligent workstation shall be capable of providing visual display of the calling party's street address information based on the ANI. The intelligent workstation must also be capable of extracting geographical coordinate information from the ALI file received and transmitting this information to geographical mapping software.

6.5.3 ALI Presentation Options

The County shall be able to specify the format of the ALI information that is displayed on the call taker screen.

6.5.4 ANI/ALI Preview

The intelligent workstation shall open a new call information window, containing the ALI, for each new call in the queue. Each call information window shall display the ANI of the call on the call information window in a manner in which the call taker can easily navigate between call information windows and view the ALI of calls in progress as well as calls in queue.

6.5.5 Automatic ALI Rebid

The intelligent workstation shall automatically update X, Y coordinates at regular, user-defined intervals. This feature shall be configurable to the number and frequency of intervals per wireless provider.

6.5.6 ALI Parsing

The intelligent workstation shall guarantee that ALI data is appropriately and consistently displayed when interfacing with different ALI providers understanding that different ALI providers send their information in various formats (i.e. wireline vs. wireless).

The System must provide a method for formatting the ALI for calls with 20-digit ANI Call Path Associated Signaling (CAS) and 10-digit Non-Call Path Associated Signaling (NCAS) so the Calling Party Number (CPN) appears in the same location as landline calls. This formatting or "normalizing" must provide the CPN to the ANI callback list for both CAS and NCAS calls.

6.5.7 Wireless Call Handling

The intelligent workstation shall present wireless calls and shall include all standard call-handling features.

Single step wireless callback is mandatory as a call taker shall not be required to perform a manual ANI callback for wireless calls.

6.5.8 Text to 9-1-1 Call Handling

The NG9-1-1 system shall be capable of receiving text-to-911 calls via SIP/MSRP. The call shall be presented to any or all intelligent workstations that are associated with the NG9-1-1 system. The intelligent workstation shall notify the call taker by a unique visual and audible indicator. The location of the text caller shall be included at the time the call is received. The NG9-1-1 system shall support rebidding of text-to-911 calls, as desired, in an effort to better determine a caller's location. The System shall permit call takers to conference all other call taker workstations into the text conversation and allow them to view the text conversation that has occurred between the original call taker and the caller. The conversation must be presented in real time and must also allow each call taker within the associated conference call to communicate with the text caller. Each message, whether initiated by the caller or the call taker, must be date and time stamped, as well as, identifying the call taker who initiated each text message exchanged with the caller. Conferencing capabilities must allow call takers, outside parties, agencies, to be

conferenced via text / voice communication, or combination thereof. Conference participants shall include, but not be limited to; other call takers, public safety agencies, emergency responders, language interpreters, suicide prevention, as well as any presently unknown participants who may need to be reached by manually dialing a caller provided telephone number. Pre-programmed messages specific to text communication shall also be available within the text call handling interface. The System shall support i3 logging of text-to-911 calls. All text communications must be capable of being imported into CAD, archived for future retrieval and included in call handling statistical information where applicable.

6.5.9 Text from 9-1-1 Call Handling

The intelligent workstation shall provide the capability, within the call taker user interface, for SMS calls to be initiated by a 9-1-1 call taker. A call taker shall be capable of initiating a text call at any time by simply typing in a 10 digit cellular telephone number and initiating a send function within the call taker user interface. The call taker interface shall identify the identity of the call taker initiating each message exchanged within the conference call as well as the date and time of each message sent and received. The conversation shall be archived for retrieval at a later time. The System shall permit all call takers to conference into a text session in progress. Conference participants shall include, but not be limited to; other call takers, public safety agencies, emergency responders, language interpreters, suicide prevention, as well as, any presently unknown participants who may need to be reached by manually dialing a caller provided telephone number. Pre-programmed messages specific to text communication shall also be available within the text call handling interface. The System shall support i3 logging of text-to-911 calls. All text communications must be capable of being imported into CAD, archived for future retrieval and included in call handling statistical information where applicable.

6.6 TDD Support

6.6.1 TDD Detection

The intelligent workstation shall be capable of automatically detecting emergency calls originating from Baudot type TDD equipment.

6.6.2 TDD Communication

The intelligent workstation must allow call takers to communicate with TDD callers directly from their 9-1-1 intelligent workstation keyboard without requiring the use of any external device.

The intelligent workstation shall allow users to categorize, store and access (send) a minimum of twenty (20) pre-programmed TDD messages. In addition, a call taker shall have the capability to selectively print TDD conversations.

A call taker shall have the ability to create a conference call between a TDD caller and other call takers, as well as other external resources.

The TDD function must allow a call taker to transfer a TDD call to another call taker position.

The TDD function must allow a call taker to communicate with a caller using a combination of voice and text messages in order to accomplish HCO and VCO.

6.7 Telephony Features

6.7.1 Callback

The intelligent workstation shall have the ability to callback a 9-1-1 caller by dialing the ANI received during the E9-1-1 call setup.

The intelligent workstation shall provide a single feature key to perform this operation. Manual dialing of the number by a call taker shall not be necessary.

The callback of emergency TDD and wireless calls shall be performed in the same manner.

6.7.2 Hold

The intelligent workstation must allow a call taker to place up to fifteen (15) 9-1-1 and/or administrative calls on hold with a single keystroke or mouse click. If a subsequent call is received while a 9-1-1 call is in progress, a call taker shall simply need to answer the ringing call and the call in progress shall automatically be placed on hold. The System must store the ANI / ALI information while the call is on hold, hence avoiding repetition of the ALI request. In the event the caller disconnects while their call is on hold, the call taker shall be presented with an audible and visual disconnect alert. The NG9-1-1 system shall support a SIP interface to the call logging recorder. All calls on hold must continue to be recorded.

6.7.3 Forced Disconnect

Call takers shall be capable of releasing an existing NG9-1-1 call at any time, regardless of whether the calling party has hung up or is still on the line.

6.7.4 Muting

Call takers must have the ability to block a caller from talking to all other parties in a conference.

6.7.5 Privacy

Call takers shall have the ability to block a caller from hearing all other parties in a conference, regardless of the size of the conference call.

6.7.6 Monitor

Any authorized individual - possessing the appropriate privilege - shall have the ability to silently monitor any call taker served by the NG9-1-1 System - from his/her own workstation. This action shall assist in day-to-day operations as well as call taker trainee monitoring and Q&A. Such action shall not cause any audible or visible disturbance at the call taker workstation being monitored.

Once a monitoring session has begun, the individual initiating the monitor shall have access to all of the conversations in which a user is involved, i.e. 9-1-1 calls, admin calls – both incoming and outgoing, Text-to-911 and Text from 9-1-1 sessions alike. In addition, any location information, i.e. ALI and PIDF_LO data that was presented to the target workstation, should also be available for review at the time the monitor is initiated. The individual initiating the monitor shall have a complete view of the status of the targeted

workstation (hold, mute, privacy) in any conference call that the targeted workstation is involved in.

During such time an individual has implemented monitor mode, that individual shall be prevented from receiving any calls, i.e. a busy status shall be automatically applied to prevent any conflict between call taking and monitoring.

6.7.7 Barge-In

The intelligent workstation shall give any authorized call taker or supervisor the ability to barge-into a call in progress by selecting the appropriate circuit on their screen or by pressing the appropriate line appearance on the telephone and one additional feature button to enable the barge-in function.

6.7.8 Automatic Greetings

Call takers, with appropriate System permissions, shall be capable of recording and applying a personal or general greeting for both 9-1-1 and Admin call types.

6.7.9 Make-Busy

Call takers, with appropriate System permissions, shall be capable of temporarily removing themselves from a ring group (call queue) in order to wrap-up a previous call or perform another task such as CAD or radio communications while remaining logged on. Call takers shall click a single "Make Busy" icon to remove their position from the current call queue while remaining logged on.

6.7.10 Conference

The intelligent workstation must provide the call taker with the ability to remain on a call and add a new party to the conversation without placing the caller on hold - the caller must remain on the line at all times.

The System must support a minimum of 10 simultaneous conference calls containing a minimum of 10 participants each.

Any party shall be able to drop out of the conference leaving all other parties in the conference providing at least one of the other parties possesses line supervision on their connection.

Call takers shall be able to silence any participant in a conference from being heard by any other party in the conference and similarly be able to exclude any participant from hearing all other parties in a conference.

Audio quality of individual conferences shall not degrade as more participants are added or as more conferences are initiated.

Local call taker intelligent workstation bandwidth requirements shall not increase as the number of conference participants increases. Local intelligent workstation bandwidth requirements shall remain cost effective and not increase above 100kbps unless otherwise specified. When intelligent workstation bandwidth requirements exceed 100kbps, Bidders shall state the reason for the increased bandwidth requirement.

6.7.11 Speed Dial - Contacts

A call taker's speed dial list shall consist of a contact list including both global and local speed dial numbers. This combined list shall permit call takers to quickly access frequently called telephone numbers from a pre-programmed list of contacts. Local contacts shall not be visible to other System users.

A call taker shall simply choose a contact and click on an icon to initiate a speed dial.

Speed dials shall be customizable with, for example, the logo of a response agency.

The contact list must contain up to 10 custom fields for data entry. Contacts must be able to be filtered and the results displayed in a unique window (e.g., display all EMS duty officers). An alternate number must be available for each contact such that if the primary number is busy or unavailable, the alternate number is automatically dialed.

6.7.12 Intelligent Contacts

It shall be possible for a call taker to press a single speed dial button to transfer and conference calls to different phone numbers, or * codes, based on the incoming route.

6.7.13 Speed Dial – Icons

A call taker shall be capable of initiating a speed dial simply by clicking on an icon which has been preconfigured with a telephone number. It shall be possible to group speed dial icons in a logical manner.

It shall be possible to initiate a speed dial conference with the single click of a speed dial icon.

6.7.14 Instant Recall Recording

The intelligent workstation must provide a dual channel Instant Recall Recording (call-check) functionality for the workstation / telephone audio and select radio channel at the call taker workstation. Calls shall be accessible by an easy to use interface and provide a rolling log of calls available for review. The Bidder shall state how IRR calls will be handled and for what interval they will be available for review.

The IRR must be IP based and fully integrated with the MIS application.

The intelligent workstation must provide the following options:

- Record both caller and call taker audio
- Record Select Radio Channel
- Support all functionality to record caller, call taker(s), administrative phone, radio, ringer and auxiliary port (if used).

6.7.15 Static Images

It shall be possible to configure and display static images on the call taker user interface. Static images may be used to display landmarks, fire hydrants, cameras, missing person's information, etc. Static images shall temporarily be replaced when a 9-1-1 call is received.

6.7.16 Auxiliary Audio

The intelligent workstation must provide an option for a call taker to listen to auxiliary audio through their headset. The auxiliary audio must automatically switch to the radio or telephone when a call is present.

6.7.17 Recommended Spares

The Bidder shall provide a list of recommended individual spares and identify them as options along with the respective pricing.

6.7.18 Volume Calibration

The System must provide the ability to adjust and calibrate volume settings for audio input and output devices.

6.7.19 Call Taker Status

It shall be possible for a call taker to view the current state of other call taker positions.

6.7.20 Notification Messages

The intelligent workstation must allow the administrator to create messages to be displayed in a marquee fashion to all call taker positions.

6.7.21 Instant Messaging

Each workstation shall have the ability to send an instant message to any other workstation on the System. Pre-programmed messages specific to IM communication shall also be available within the IM interface.

6.7.22 Call Review

The intelligent workstation shall allow a call taker to view the ANI information of at least the last 10 calls released at their answering position.

7 Administration, Alarms and Reporting

7.1 Administration

Administration shall be a web browser or windows-based application that provides the maintenance functions required for the 9-1-1 specific functions implemented by the System. These functions include:

- Tandem transfer code configuration
- Outgoing trunk configuration
- User configuration
- ALI configuration
- Resources configuration
- Services configuration
- Speed dial numbers
- Agency information

7.2 Self-Monitoring

The local System must be capable of self-monitoring vital processes and sending alarms in the event of an alarm condition. The System shall notify via email the local System Administrator and/or local maintenance personnel upon detection of an alarm and provide a brief description of the alarm condition.

7.3 Remote Access

The System must provide maintenance personnel with the capability to query the System, locally and remotely through an internet connection via VPN, in order to better understand the System fault(s) and their effect on the operation of the System. Alarm history queries, reporting, and printing must be also available.

7.4 Alarm Categories

There shall be a minimum of 2 categories of alarms (major and minor) depending upon the criticality of the event. It is desirable for the System to allow the administrator to configure notification thresholds.

The types of alarms are defined as follows:

Critical failures are major System failures that render the System completely unusable or significantly reduce system operability, and are considered to be operationally unacceptable by the County.

Minor failures are minor System failures or open punch list items that minimally reduce System operability and have little or no effect on System operability and usability, and are considered to be operationally acceptable by the County. The System shall be capable of sending email notifications of alarm conditions to maintenance personnel. The email notification must summarize the SNMP trap which triggered the alarm condition.

8 Reporting

The Bidder shall provide a comprehensive management and statistical reporting functionality to provide the PSAP management personnel with real-time and historical information. It shall be user-friendly, customizable and capable of generating reports for varying time periods. The System shall also be capable of auto-scheduling the generation of predefined reports. The Bidder shall include one black and white networked laser printer to be used as a System printer.

- As a minimum, the following information shall be readily available for reporting purposes:
- ANI
- Seizure time
- Position answered
- Answer time
- Disconnect time
- Incoming trunk number.
- Total count of wireline and wireless calls
- Average call waiting report
- Average call duration
- Total abandoned calls
- Calls by incoming trunk
- Call by hour of day
- Calls answered by position

8.1 Reports

8.1.1 Data Analysis

The System's reporting capabilities must be designed to enable authorized users to drill up and drill down as well as sort and view all applicable information relating to various agents, managers, supervisors, and executives. This detailed information shall provide the necessary information to answer virtually any telecom question in the exact level of detail necessary to support a given administrative decision.

The System shall provide comprehensive management and statistical reports for individual PSAPs and Jurisdictions.

8.1.2 Report Manager

The report manager must be able to save a customized report as a browser type favorite for quick execution.

8.1.3 Report Parameters

ANI / ALI must be captured and stored with each 9-1-1 call.

The following items contained in the ANI / ALI data stream must be captured and stored in their respective and individual database fields of appropriate size. This data shall be storable and searchable:

- Originating Phone Number (ANI)

- Address or Coordinate (ALI)
- Caller Name
- ANI / ALI Time of Initiation
- ANI / ALI Time of Pickup
- ANI / ALI Time of Disconnect
- ANI / ALI Date
- ESN
- Class of Service
- LEC

9 Professional Services

9.1 Installation

9.1.1 Completion

The Bidder shall complete the installation of equipment and demonstrate operability within 90 days after awarding of the bid unless other arrangements are negotiated in writing with the County.

The successful Bidder is responsible for installing all equipment required for the proposed System.

The County will provide the structured wiring cable plant required to support the System and also provide an intermediate distribution frame at the location of the Systems central equipment.

9.1.2 Removal of Old System

The Bidder shall be responsible for coordinating and executing the removal of the existing 9-1-1 telephone equipment and cable that is abandoned as a result of the new System installation.

The Bidder shall be responsible for any damage done to the new System as a direct result of their removal of the old System.

9.1.3 System Grounding

System grounding must comply with industry standards and engineering practices.

9.1.4 System Power

The System must operate from standard 115V, 60 Hz, single-phase power. The Bidder shall state the Vendor's power requirements for all backroom equipment as well as each answering position.

9.1.5 System Build-Out

The successful Bidder will procure, receive, build-out and stage the entire System as outlined in the final, negotiated contract process prior to the installation at the PSAP. The location of the build-out will be agreed upon by the County and the successful Bidder as part of contract negotiations. Specifics about the Bidder's intended process for the build-out must be included as part of the response to this RFP.

The equipment shall be delivered to its proper location and installed by the Bidder without additional cost or expense and at the convenience and direction of the County. The County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed and operating in accordance with the specifications contained herein.

All work shall comply with the applicable national, state and local codes and regulations.

9.2 Documentation

9.2.1 As-built Drawings

Two complete sets of as-built drawings are required. As-built drawings must be submitted in a Microsoft Visio format, or other agreed upon graphic format as delineated in the contract, on two individual sets of CD's. The installation and acceptance of the System shall not be complete until as-built drawings are delivered.

9.2.2 Manuals

Provide documentation for the installation, operation and maintenance of each component of the System. This documentation will include user manuals, maintenance manuals, parts lists of the equipment necessary for the continued and proper preventative maintenance and repair of the System.

9.3 System Acceptance Testing

9.3.1 Acceptance Testing

The County will create a written acceptance plan after award of the contract based on the equipment selected. The County will not accept or certify the equipment until all items on the System Acceptance Test (SAT) plan are met to the satisfaction of the County.

The Bidder will be responsible for all materials, hardware and software provided until subject items have been delivered, implemented, tested, and accepted by the County. The Bidder will certify in writing to the County when the System is installed and ready for testing. Degrees of System failure and operability for SAT purposes shall be determined solely by the County.

9.3.2 Failure Levels

The following failure priority levels are defined for use during the SAT process.

Critical failures are major System failures that render the System completely unusable or significantly reduce System operability, and are considered to be operationally unacceptable by the County.

Minor failures are minor System failures or open punch list items that minimally reduce System operability and have little or no effect on System operability and usability, and are considered to be operationally acceptable by the County.

9.3.3 Final Acceptance Testing

The final SAT is expected to commence immediately upon System cut over and proceed for fourteen (14) consecutive critical-alarm failure-free days. If a critical failure occurs during the final SAT period, the final SAT period will be stopped, and the failure(s) expediently corrected to the County's satisfaction.

During this period of interruption, the System must continue to operate with the greatest degree of reliability possible given the respective failure(s). The final SAT period of fourteen (14) consecutive failure-free days will restart the day after the critical failure is corrected.

9.3.4 Measurable Testing

Testing must include a measurable testing process for each functional and technical aspect of the specifications listed in the Bidder's proposal, in addition to, System performance measurements based on the telephone activity to date in the County's PSAPs. This testing shall serve as a sign off process for payment to the Bidder.

9.3.5 System Failures due to External Causes

Specific to the SAT, System failures resulting from external causes, including but not limited to; acts of God, fire, County supplied hardware, software and/or connectivity failure will be excluded from the SAT.

9.4 Training

9.4.1 Training Requirements

Training on all System functions must be provided by the Bidder of the System (Vendor). Training must include sufficient information and experience (certified by equipment manufacturer) to familiarize personnel (administrators, supervisors and call takers) with all System functions, features and operation for their particular assignments.

The Bidder must implement a train-the-trainer plan for call takers and PSAP administrators. Describe how you will meet this requirement.

9.4.2 Training Curriculum and Scheduling

Bidders shall include training curriculum and training courses for both call takers and administrators in their proposal. All training schedules shall be approved by the County.

9.4.3 Training Material

Training materials shall be approved by the County prior to the delivery of any training courses.

Participants must receive individual copies of applicable training materials at the time the course is conducted. Authorization shall be granted to reproduce any training materials that are provided.

9.4.4 Training Courses

Training shall be provided for the following personnel:

Personnel	Quantity
Call Takers	10
Administrators	4
Train-the-Trainers	4
Tier 1 Support Personnel	4

10 References

The Bidder is required to provide 3 references that have purchased a similar System from the same Vendor.

11 Warranty and Maintenance

System warranty and System maintenance periods for all hardware, software and on-site maintenance shall begin upon final acceptance of the entire System and shall run concurrently for a period of twelve (12) months. Pricing for System warranty and System maintenance for the initial twelve (12) month period shall be included in the Bidder's base price.

Twenty-four (24) hour technical and maintenance support must be available with an onsite response time of no more than two (2) hours for critical failures. Twenty-four (24) hour technical and maintenance support must be available 24 hours a day, 7 days a week.

The responding vendors shall provide weekly on-site visits to provide preventative maintenance on the 911 system and components. In addition, daily monitoring of the equipment is required and the County will provide remote access for daily system checks and monitoring.

12 Cost Proposal

The Bidder shall provide detailed pricing identifying all individual costs for the following:

- Hardware
- Software
- Installation
- Training
- Shipping
- Program management
- Services
- Options
- Ali Datamaster Maintenance
- Map Data Maintenance
- Recorder Maintenance
- Maintenance costs to include, preventative on-site maintenance 1 day a week.
Priced for the 1st year plus cost per year for the next 5 years.

Initial 12 months warranty and maintenance, necessary to implement the Next Generation Ready 9-1-1 Communications System.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board to approve and adopt the Grants Management Plan For The Administration Of Federal And State Grant Awards as required to be in compliance with the U.S. Department of Treasury Restore Act requirements and policies.

MEETING DATE REQUESTED:

December 12, 2017

Statement of Issue: The County is required to adopt a Grants Management Plan to be in compliance with the U. S. Department of Treasury requirements to be eligible for Restore Act funds.

Recommended Action: Board to approve and adopt the Grants Management Plan For The Administration Of Federal And State Grant Awards.

Fiscal Impact: A Grants Management Plan must be approved and adopted by the Board to be eligible to receive Restore Act funds per the Department of Treasury guidelines.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

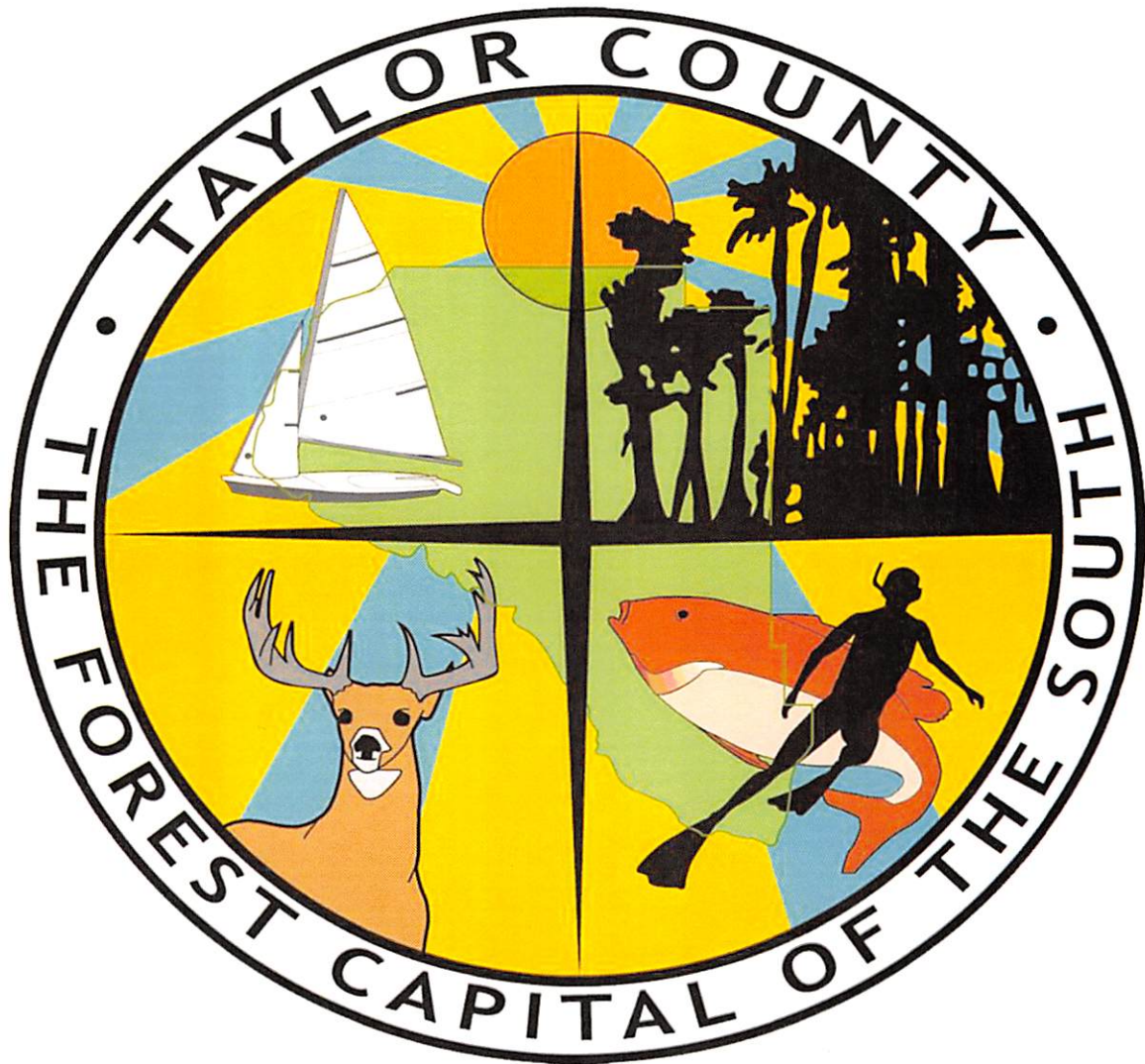
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: An approved and adopted Grants Management Plan is a requirement to be eligible for Restore Act funds. Grants staff worked with Langton Consulting to develop a plan that was in full compliance with Department of Treasury standards and guidelines. A copy of the Plan has been provided to the County Finance Director for review to ensure all applicable departments will be in compliance with Dept. of Treasury requirements.

Attachments: Grant Management Plan For The Administration Of Federal And State Grant Awards

TAYLOR COUNTY

GRANT MANAGEMENT PLAN FOR THE ADMINISTRATION OF FEDERAL AND STATE GRANT AWARDS



ADOPTED DATE:

**TAYLOR COUNTY
GRANT MANAGEMENT PLAN
FOR THE ADMINISTRATION OF FEDERAL GRANT AWARDS**

I. SCOPE

This **Grant Management Plan** (Plan), along with the comprehensive policies and procedures, applies to all Federal and State grants awarded to the Taylor County Board of County Commissioners (BOCC). Grants that are awarded to the Board or directly to a constitutional officer, and processed directly by other constitutional offices, will be managed as a sub-recipient under Section IX of this Plan. The policies and procedures are developed for the following six main operations categories.

- 1) Grant Application/Offer
- 2) Grant Award
- 3) Grant Monitoring
- 4) Grant Accounting and Reporting
- 5) Grant Sub-Recipient Monitoring
- 6) Noncompliance Procedures

II. PURPOSE

The purpose of this Plan is to assist in providing accurate, current and complete disclosure of the program and financial results of each Federal and State grant within the existing budgetary accounting and reporting framework. This Plan provides the following guidelines to ensure the following:

- 1) Federal and State grant are properly authorized by the BOCC.
- 2) Grants have been properly budgeted by the County Finance Department in order to maintain budgetary controls.
- 3) Transactions involving Federal and State grants are in accordance with the provisions of the Federal Office of Management and Budget Circulars, Executive Orders, other Federal laws, and all applicable Florida State Statutes and Laws of Florida.
- 4) Grant transactions are properly identified in the accounting records in order to maintain accounting and reporting controls.
- 5) Grant financial reporting requirements are monitored for compliance.
- 6) Official accounting records required by grant agreements are maintained to the extent possible in a centralized location.

III. GOVERNING LAWS AND REGULATIONS

FEDERAL

- 1) Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 Section 6304 of the U.S. Code
- 2) Office of Management and Budget (OMB), 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- 3) Government Auditing Standards issued by the Comptroller General of the United State Government Accountability Office
- 4) Davis-Bacon Act, as amended
- 5) All applicable Presidential Executive Orders
- 6) All applicable grantor program guidelines, including U.S. Department of Treasury RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, amended August 2017

STATE

- 1) Florida Statutes, Chapter 125-County Government
- 2) Florida Statutes, Chapter 287-Consultants' Competitive Negotiation Act (CCNA)
- 3) Florida Administrative Code
- 4) Rules of the Auditor General, Chapter 10.600, Audits of State Grant and Aid Appropriations
- 5) Florida Single Audit Act, Florida Statutes 215.97

COUNTY

- 1) Taylor County Purchasing/Procurement Policy
- 2) Taylor County Personnel Policy
- 3) Taylor County Anti-Fraud Policy
- 4) Taylor County Finance Policy
- 5) Taylor County Drug Free Workplace Policy
- 6) Taylor County Code of Conduct Policy and Certification
- 7) Taylor County Conflicts of Interest Policy and Certification
- 8) Taylor County Risk Assessment, Inventory Control and Tangible Property Policies
- 9) Taylor County Safeguarding Personal and Identifiable Information Policy

IV. DELEGATION OF AUTHORITY

ADMINISTRATIVE AUTHORITY

Responsibility for programmatic administration of the grants within County government rests with the Department that applied for the grant, although the official recipient under the grant is the BOCC. All grants awarded to Departments under the County Administrator and constitutional officers must be included in combined countywide reports under Federal and State reporting guidelines. The BOCC signs all grant applications, amendments, modifications and agreements, However, the BOCC may delegate authority to sign grant-related documents to the County Administrator, Finance Department, Grants Manager, constitutional officers and project managers.

ACCOUNTING, MONITORING AND FINANCIAL REPORTING AUTHORITY

The Finance Department is responsible for the official financial records of the BOCC and, in that capacity, is responsible for maintaining adequate records to ensure compliance with Federal and State accounting and reporting requirements for all grants administered by Departments under the Board of Commissioners. The constitutional officers are responsible for maintaining adequate financial records to ensure compliance with Federal and State accounting and financial reporting requirements for all grant administered by them.

Allowable and Unallowable costs will be defined as those allowable and unallowable costs indicated in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements 2 CFR Part 200 and the applicable grant award agreement. Once identified as allowable, costs will be posted as an expenditure to the applicable grant. For costs to be considered allowable to a grant project, it must be determined to be reasonable and be given consistent treatment through application of those generally acceptable accounting principles appropriate to the circumstances and conform to any limitations or exclusions set forth in these principles or in the sponsored agreement as to types and amounts of cost items. Any unallowable costs will be charged, as appropriate to the department responsible for the administration of the grant received.

Direct and indirect costs will be defined as those identified in the Federal Administration Register and the applicable grant contract. Direct costs are those costs necessary to perform the project's stated scope of work will be expensed against the applicable grant. Project accounting will be utilized to record direct and indirect costs for the appropriate grant. Indirect costs will be assessed to the appropriate department responsible for the administration of the grant received. Direct costs may include: salaries and fringe benefits of staff and other personnel directly engaged in performing the project's scope of work, supplies and materials necessary for performing the project's scope of work. In addition, direct costs may include other such costs such as travel, contractual, printing, long distance telephone and other directly related costs necessary for performing project within its specified scope of work. If allowable under grant, capital equipment may be purchased along with any service/maintenance agreements on capital projects.

Administrative costs will be treated as direct costs when they meet certain conditions to demonstrate that they are directly allocable to the grant.

The chart of accounts for the allowable, unallowable, direct and indirect costs associated with a particular grant is based on the chart of accounts as outlined in the Uniform Accounting System Manual for Local Governments issued by the State of Florida Department of Financial Services Bureau of Financial Reporting. The responsibility of determining whether an expenditure is allowable or unallowable, direct or indirect is delegated to the Grants Manager and the Finance Department as required by §200.439. If a Project Manager is appointed expenditures will be reviewed by the Grants Manager and/or Finance Department which ever may be applicable.

Compensation and benefits will be charged to the grant as administrative costs and treated as direct costs when the expenditures demonstrate they are allocable to the particular grant. Only those compensation and benefits as allowable by the Uniform Administration Requirements and the terms of the applicable grant will be charged to that grant.

Reporting on all grant revenues and expenditures will be in compliance with generally accepted accounting principles (GAAP), the laws of the State of Florida, the laws of the Federal Government and any reporting required by the specific grant agreement.

The Finance Department will authorize user access to the accounting and financial system. Access will be limited to those personnel who are duly authorized to utilize the system. County personnel who are directly involved in the activities related to the utilization of grant funds are limited to Finance Department approved access in the accounting system for grants management and reporting. All charges and adjustments are made by the authorized personnel in the Finance Department.

Safeguards against system compromise and/or destruction have been put into place by the Finance Department. The Finance Department accounting system servers are located in the basement of the Courthouse with limited access. The Board of Commissioners computer system servers are located on the 2nd floor of the Administrative Complex with limited access. Appropriate backup systems are in place both onsite and offsite. The County IT Department Director is the only authorized administrator of the BOCC online operating system, network, application and physical layers. The IT Director assigns passwords to authorized personnel and can override, terminate and change these passwords upon employee changes.

Proper segregation of duties are currently in place to ensure adequate internal controls of accounting procedures to prevent fraud and misappropriation of grant funds. All expenditures will require appropriate documentation and authorization from personnel with approval authority. All expenditures will be reviewed by the Finance Department prior to any disbursements.

The County Administrator's office will notify the Finance Department and the County IT Director immediately of an employee job change. The County IT Director will maintain a list of all personnel with access to any and all Federal grants, the required web accesses and passwords to them. Upon notification of job change, termination or other change, the IT Director will immediately terminate permissions on all web addresses, computer access, if required and notify Administration of completion of task. Departments impacted by employee changes will immediately assess the rights of employee access. The Finance Department and IT Director have administrative rights that allow complete termination of employee permissions in the case of an employee leaving employment or changes to permissions of employees in systems determined by job position and responsibilities.

Personnel authorized access to Federal grant websites, will be given set permissions for each grant award. The accesses will be limited to those necessary to operate, approve and

maintain grants as required. Authorized staff will be given permissions to enter data, upload documents and submit reporting as required. Authorized staff should ensure data is correct and appropriate. All grants entered and/or approved electronically, must be submitted to the information agenda of the Taylor County Board of County Commissioners for entry into the record as the legal document approved and in force at all times. All grant modifications or changes to grant terms must also be approved by the Board.

External System threats have been alleviated to the extent possible by the installation of antivirus software and the use of firewalls.

Data recovery and the ability to continue business operations, has been ensured by the use of both onsite and offsite backup systems. Business continuity is assured as the accounting system has the ability to be accessed from a remote site utilizing a virtual private network (VPN). In the event of an emergency, accounting functions can be processed remotely.

In the event there is a receipt of excess funds on any Federal grant, the Finance Department will return such excess funds as expeditiously as possible. The funds will be returned in the manner required on the notification of excess funds.

As indicated previously, project accounting will be utilized to track the revenues (incomes) and expenditures. Any income received for grant purposes will be recorded to such grant and utilized in accordance with any grant agreement.

Any debts determined to be owed to the Federal Government, will be promptly paid in accordance with any debt agreements with the Federal Government or in accordance with instructions provided to the county upon notification of the existence of such debt.

Any cash drawdown process relative to Federal grants will consider the need to coordinate the timing of the drawdown with prior internal approvals so that funds that are required and the cash flow needs of the grant project are matched. Drawdowns will also be submitted and reviewed on the basis of any specific grant agreements. The fiscal activity of the grant will be monitored on a continuous basis. If necessary, careful planning for cash flow in the project will be budgeted and requirements assessed before any drawdowns are requested. Any grant funds received from a drawdown will be utilized to pay grant activities as soon as practical after receiving grant funds.

The Finance Department along with the County Administrator's office will perform a self-assessment on an annual basis, at a minimum to evaluate any potential risk of the internal control environment of the county.

Personnel in the Finance Department, the Grants Manager and Project Manager (if applicable) are responsible for staying current on all Federal regulations. The County will engage external independent auditors to perform requisite audits in the preparation of audited financial statements as required by Florida Statutes, federal regulation and the Single Audit Act. The county does not have an internal audit department; however, the Finance Department performs a pre-audit on all expenses prior to payment to ensure proper coding and compliance with GAAP, relative contracts, budgetary compliance and

any grant agreements. This pre-audit and review is performed in an effort to prevent findings by external auditors. Upon receipt of any observations identified in an external audit, the Finance Department in coordination with the County Administrator will formally respond in writing to the reporting auditors and will either confirm or dispute the findings. If the findings are found to be valid, the Finance Department will indicate the corrective actions to be taken to resolve any deficiencies. The Director of Finance will log and monitor any external findings and corrective actions. If corrective actions are not being followed, the Director of Finance will notify the County Administrator of noncompliance and suggest further corrective action.

V. GRANT APPLICATION/OFFER PROCEDURES

The grant application / offer section includes all functions associated with obtaining a grant when a pre-application or an application of any format is required. Most of these are the responsibility of the originating department, which includes locating grant sources, determining the appropriateness of the grant to the county and preparation of the Agenda Package. The Grants Manager will provide a centralized office (Point of Contact) for official contact, distribution and submission of grant documents. This applies to all grant applications whether they are hard-copy, electronic or prepared by third-party administrators.

PROCEDURES:

- 1) The appropriate county department will coordinate with applicable County staff to determine the necessity of the application for any specific grant.
- 2) The County will appoint a Project Manager (if applicable) to assume the responsibilities of monitoring the grant if the grant will not be administered by the Grants Manager.
- 3) The appropriate county department will prepare the initial draft of the grant application, which includes at a minimum the following:
 - a) The federal or state agency from which funds originate.
 - b) The program name and Catalog of Federal Domestic Assistance (CFDA) or Catalog of State Financial Assistance (CSFA) number.
 - c) Any requirements relating to the grant that would require additional scrutiny by the Board, (i.e., matching, source of matching, certificate of insurance, special retention) or reporting requirements and any other special consideration that has to be met to obtain the grant.
- 4) Appropriate county staff who will contribute programmatic information will review the draft.
- 5) If applicable, the draft may be reviewed by the County Attorney for legal compliance issues.

6) The Grants Manager or initiating department will modify the draft from information provided by the County Administrator, department heads, County Attorney, and other appropriate personnel.

7) The Grants Manager will prepare an Agenda Request to be included in the Agenda Package for the grant. The Agenda Package consists of, but is not limited to:

- a) the Agenda Request,
- b) the grant application, if applicable,
- c) any supporting documentation relative to the grant application, and,
- d) required original copies of the items noted above,

i. If the application is a "hard-copy", the initiating department or third-party Administrator will forward the "hard-copy" application and the associated Agenda Package to the Grants Manager for review. The Grants Manager and Project Manager (if applicable) will review the application and determine the appropriate contacts, addresses, and other pertinent data to be included on the application. The Grants Manager will forward the Agenda Package to the County Administrator's office to be included on the next Board Agenda for BOCC approval. Upon approval, the Grants Manager will submit the original application (s) to the granting agency, with a file copy (Record) to be retained in the Grants Department and a copy sent to the Project Manager (if applicable) for his/her file. A copy of the grant will also be provided to any other applicable staff who may be involved in the development of the grant application or the administration thereof if awarded.

ii. If the application is "electronic", the initiating department or third-party Administrator will forward a copy of the Agenda Package to the Grants Manager. The Grants Manager and Project Manager (if applicable) will review the application and determine the appropriate contacts, address, and other pertinent data to be included on the application. Included in the recommendation on the Agenda request will be a statement for approval of electronic submission and delegation of electronic signature authority by the Board to the Grants Manager. After reviewing the Agenda Package, the Grants Manager will forward the information to the County Administrator's office to be included on the next Board Agenda. Upon approval by the Board, the Grants Manager, Project Manager or if applicable to third-party administrator will apply for the grant. If possible, the Grants Manager will print a hard-copy of the electronic application. A copy will be maintained as the original record in the Grants Office and Project Manager (if applicable) for his/her file.

8) Grants Manager, County Engineer, Project Manager, and applicable staff will identify any/all environmental and permitting requirements and so document them.

9) "EMERGENCY PROCEDURES"

This procedure should be used **ONLY** in the rare cases when time is a critical element for submittal of the grant application. In no circumstances should this procedure be utilized to bypass the normal procedures noted above. However, if time is of a critical nature, and after approval from the County Administrator, the Grants Manager or appropriate staff such as a Project Manager or County Engineer will obtain the Chairman's signature and submit the application to the granting agency. The Grants Manager or applicable staff will prepare an Agenda Package with the application included for approval and ratification by the Board at the next meeting. If the Board disapproves the grant application, then the Grants Manager or appropriate staff will notify the granting agency that the County withdraws its submittal.

VI. GRANT AWARD PROCEDURES

The grant award section includes the initial accounting procedures required when a grant is awarded. Most of these functions will be processed by the Grants Manager or the Finance Department and includes communicating with the funding agencies, establishing revenue and expenditure departments/accounts and providing applicable county departments with information relating to the grant.

PROCEDURES

- 1) The grant is awarded by the funding source or by acceptance of grant offer.
- 2) The original (Record) copy of the fully executed grant award document will be maintained by the Grants Manager with a file copy going to the Finance Department and appropriate staff which may include the Project Manager and County Engineer for his/her file
- 3) Initial accounting procedures.
 - i. Ensure that the grant is established in the financial system with the Finance Department. This will include the determination of the appropriate fund and account numbers for financial entries in accordance with the grant agreement. Unallowable costs and cost overruns, upon identification, will be reclassified to regular expense departments of the County. Each grant will be evaluated to define, track and report direct costs and indirect costs, in accordance with the grant agreement. Administrative and personnel costs will be defined, tracked and reported individually according to current procedures. Records relating to employee compensation is retained in both the County's Human Resources and Finance Department's payroll section.
 - ii. Prepare a Grant Application Review and Administration Form which contains data relating to the various requirements of the grant, summarizes the general and specific requirements needed for compliance and sets up a time table for completion of the grant requirements and reporting filing.

iii. Prepare and maintain a file for each grant that will be available for inspection by the internal, independent, and any State and Federal auditors.

4) The Grants Manager provides copies of the Grant Application Review and Administration Form containing the information gathered in Step A to the Project Manager (if applicable) and other staff who may be involved in the administration or project completion of the grants scope or work.

5) The Grants Manager communicates with the funding agency to obtain information concerning the source of funds for the grant. (i.e. CFDA or CSFA number, federal funding percentages, state grants and aids percentages, etc.)

6) The Finance Department updates the Schedule of Expenditures of Federal Awards and State Financial Assistance with information concerning the grant.

7) The Grants Manager enters information about the grant on a master grants schedule to aid in maintaining monitoring and reporting schedules throughout the life of the grant.

8) In the unlikely event that the County would perform cash advance activities under federal awards, the County would abide by the following Uniform Guidance procedures.

a) §200.305 (b)(5) To extent available, the County would disburse funds available from program income (including repayments to a revolving fund) rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

b) §200.305 (b)(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards.

c) §200.305 (b)(9) Interest earned up to \$500 per year may be retained by the County for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System through an electronic medium using either Automated Clearing Housing network or a Fedwire Service payment.

VII. PROCUREMENT PROCEDURES

1) The County will use its own documented purchasing procedures which reflect applicable State and local laws and regulations, provide that the procedures also confirm to Federal law and compliance with the procurement standards set forth in 2 CFR Part 200.

2) The County will maintain oversight to ensure that contractors perform in accordance with terms and conditions and specifications of their contract.

3) The County will maintain standards codes of conduct covering conflicts of interest and government the performance of its employees engaged in selection of awards and contract

recipients. No employee, officer or agent can participate in the selection, award or administration of contract support by a Federal award if he/she has a real or apparent conflict of interest.

4) The County will utilize procedures to avoid acquisition of unnecessary or duplicate items. All purchase decisions will be made based on a cost benefit analysis such that materials are purchased in the most economical manner possible, as required by §200.323.

5) When feasible and cost effective, the County will seek to use Federal excess and surplus property on Federal projects.

6) When feasible and appropriate, the County will obtain materials and goods through state and/or federal contracts to take advantage of economies of scale and efficiency.

7) The County will maintain appropriate records of all purchases sufficient to detail the history of purchases.

8) Contractors or participate in the development of draft specification, requirements, statements or work and invitations for bids or requests for proposals will be excluded from competing for those procurements funded by Federal awards.

9) Methods of purchase will be conducted by the following means:

a) Procurement of small purchases, or acquisition of supplies and services, and the aggregate dollar amount does not exceed \$1,500 may be awarded without soliciting written bids/quotes. Three written bids/quotes are required for purchases from \$1,500 to \$25,000. Procurement of purchases, or acquisition of supplies, equipment, or services over \$25,000 require competitive bids.

b) Procurement by bid or request for proposals in accordance with exiting County purchasing and bid policy which allows for advertisement for bid or request of proposals, sealed bid processes. Openings for all sealed bids for federally funded projects will be open to the public at the time and place advertised. A fixed price contract will be awarded to the lowest responsible bidder and written notification will be delivered to the successful bidder, as required by §200.320(d).

c) In compliance with §200.325 for large capital projects over \$150,000 the minimum bonding requirements will be include the following: (a) a bid guarantee from each bidder equivalent to five percent of the bid price; (b) a performance bond on the part of the contractor for 100 percent of the contract price; and (c) a payment bond on the part of the contractor for 100 percent of the contract price.

10) All procurement transactions will be conducted in a manner not restrictive to competition. The County will not place unreasonable requirements on firms in order for them to qualify to do business, as required by §200.319.

11) The County will take all necessary steps to assure that disadvantaged businesses, minority businesses, women's business enterprises and labor surplus firms are used when possible, as required by §200.321.

VIII. ACQUIRED PROPERTY PROCEDURES

The Acquired Property Procedures outlines the procedures that will be taken when Federal awards are used to acquire property which includes real property, equipment and other capital improvements and supplies (inventory).

1) Real Property

a) If the County acquires real property with Federal award funds, the title to such property remains vested in the County as required by §220.312. The use of real property acquired will be for the purpose provided the award for as long as needed for that purpose and the County cannot dispose of the property or encumber its title or interest without permission of the Federal Government, as required by §200.311 and §200.312.

b) When the real property is no longer needed for its original purpose authorized by the Federal award, the County will obtain disposition instructions from the awarding agency and will present the alternatives for disposition of such property. The alternative for disposition may be: retain the property, sell the property or transfer the property to a third party.

c) Upon disposition, the County will calculate the interest of the Federal awarding agency and return the interest based on the alternative of disposition selected, as required by §200.305(b)(9).

d) The status of any real property acquired by federal awards will be reported to the awarding agency no less frequently than annually.

e) The County will provide the necessary and appropriate insurance coverage for all real property acquired through a federal award per §200.310.

2) Equipment

a) Title for equipment purchased with federal awards will be held in the name of the County and will be used for the specific project for which it was approved until the project ceases or until the equipment is no longer needed for the project.

b) Equipment acquired under federal award will not be encumbered without the specific approval of the awarding federal agency.

c) Equipment acquired under a federal award will be identified in the capital assets record of the County as such and will be disposed of in accordance with State laws and

procedures, when such procedures are no less restrictive than Federal law. Prior to disposition of any equipment or capital improvements acquired by federal awards, the County will seek permission from the awarding agency to dispose of the item(s). Items with fair market value exceeding \$5,000 may be sold or retained by the County. The County will remit to the awarding agency its interest in the property less \$500 or 10% of the proceeds, whichever is less, for its selling and handling expenses, as required by §200.313.

d) Disposed items with a fair market value exceeding \$5,000 or less may be retained, sold or otherwise disposed of without further obligation to the federal government.

e) The County will provide the necessary and appropriate insurance coverage for all equipment purchased through a federal award per §200.310.

3) Supplies (inventory)

a) Title to the supplies will be in the name of the County. Expensing of the supplies will be done in a manner that qualifies under requirements of GASB and generally accepted accounting procedures, as required by §200.313.

b) At the completion of a project, residual inventory of unused supplies exceeding \$5,000 in total aggregate value are not needed on any other federal award, the County may sell or use the inventory but must compensate the Federal government its share of the unused inventory.

IX. GRANT MONITORING PROCEDURES

The grants monitoring section includes the functions relating to the monitoring of the grant activities. The Grants Manager is responsible for the financial accuracy and coordination of the monitoring program and is responsible for providing the programmatic (operational) function which encompasses compliance with the terms and conditions of the grant.

PROCEDURES

The Grants Manager is responsible for developing a monitoring plan using the general and specific requirements of the grant. The Grants Manager will develop a timetable for internal monitoring and will enter this timetable in the master grant schedule.

1) The Grants Manager will review the executed grant documents and notify appropriate staff of the required program or financial reporting task to be performed. This will be accomplished by the use of an addendum to the Grant Control Form. See section VI. (3)(ii).

2) The Grants Manager will supervise all programmatic aspects of the grant in accordance with the terms and conditions of the grant. He/she will be responsible for conducting all internal program monitoring and preparation of any program reports. A signed report

documenting any findings and corrective action taken will be kept with the Grants Manager's original grant files. Copies of the report will be given to County Administrator, Finance Department, and Board of Commissioners if applicable or required.

3) The Grants Manager is the Liaison with the granting agency regarding program performance, operational requirements and monitoring.

4) The Grants Manager will be the coordinator of any monitoring visits by the grant funding agency. The Grants Manager will notify the Finance Department and the independent auditors of all monitoring visits by a granting agency prior to the visit. This notification shall indicate financial records needed, if any, during the monitoring visit. The Grants Manager will provide the Finance Department with reports that are issued as a result of the monitoring visit.

5) The Grants Manager will supply the information needed by the external auditors for the annual single audit.

6) The Grants Manager will provide to each employee involved in a grant with the Anti-Fraud document and signature page. This document will be retained in the grant documents for review.

7) Periodic review of Federal Grant regulations will be done.

X. GRANT ACCOUNTING AND REPORTING PROCEDURES

The grant accounting and reporting section relates to the functions dealing with the monthly, quarterly and yearly accounting and reporting requirements. In order to facilitate the orderly, timely and accurate accounting, reporting and auditing of federal and state grant transactions, the Office of Grants in conjunction with the County Departments and their designees will strive to ensure the following:

1) An effective tracking system is initiated by routing all approved grants (with an original document) to the Grants Manager.

2) Appropriate budgetary and accounting controls are in place to separately identify grant transactions.

3) Appropriate administrative controls are in place to ensure that costs claimed are in compliance with appropriate grant requirements. The Grants Manager is responsible for reviewing all information for financial accuracy, and will assist the Finance Department in preparing the Schedule of Expenditure of Federal Awards and State Financial Assistance. The Grants Manager or other appropriate staff is responsible for authorizing purchases, reporting to Federal agencies of grant awards of purchased property or disposition of property, with grant funds, and preparing reimbursement requests.

4) The Grants Manager or other appropriately designated staff will also assemble all quarterly state and federal reports, or other reports as may be required, per the award agreement.

5) The Grants Manager will notify the appropriate staff of the required reporting interval required for performance reports by the Federal awarding agency.

6) If there are any significant events that affect the grant, that occur during the project, the Grants Manager will notify the granting agency by letter of the event and request guidance on report requirements. A copy of the notification will be forwarded to the appropriate staff if applicable. These events include, but are not limited to: problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken or contemplated, and any assistance or producing more or different beneficial results than originally planned.

7) Financial records, supporting documents, statistical records and all County records pertinent to a Federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual report, respectively.

8) Financial records, supporting documents, statistical records and all County records pertinent to a Federal award will be collected, transmitted and stored in open and machine readable formats and made accessible to authorized representatives of the Comptroller of the United States, and the pass-through entity for as long as the records are retained.

PROCEDURES

1. Monthly Procedures

A) The Grants Manager or Project Manager, as appropriate, will provide authorization, documentation, special conditions or language as required for purchases needed to carry out the requirements of the grant. The Purchasing Department and County Administrator's office, using standards required by the various grants, will authorize and approve all purchases.

B) The Grants Manager or Project Manager, as appropriate, will prepare requests for advances only if required by the granting agency. The Grants Manager or Project Manager, as appropriate, will maintain record keeping to ensure that advanced funds are expended within the required time frame.

C) The Grants Manager or Project Manager (if applicable) will be responsible for preparing all requests/reports for reimbursement from the funding agency. He/she will assure that the requests/reports are accurate, complete and include required supporting documentation. This will include the completion and submission of required and necessary reports and forms in accordance with individual grant agreements. All

reports/requests will be reviewed, approved, and signed by the Board Chairman or personnel as so authorized in the grant agreement/contract.

D) The Finance Department will be responsible for reviewing costs claimed to ensure accurate posting to the general ledger and for compliance with the provisions of the grant. Any necessary revisions will be forwarded to the originating department for review and correction before being submitted to the granting agency by the Grants Manager or appropriate staff.

E) Once the costs claimed have been verified on a reimbursement request, then the Finance Department will record the appropriate entries for a receivable in the general ledger accounts.

F) The reimbursement requests will be signed and submitted by mail or electronically as directed in the grant agreement by the Grants Manager or authorized personnel. A copy of the signed reimbursement request will be provided to the Finance Department.

G) Grant funds will be received and recorded by the Finance Department.

H) If there are any significant events that affect the grant, that occur during the project, the Grants Manager or appropriate staff will notify the granting agency by letter of the event and request guidance or report requirements. A copy of the notification will be forwarded to the Finance Department.

2. Quarterly Procedures

A) Quarterly reimbursements and reports are prepared using procedures similar to the monthly procedures using information from the prior three months.

B) The Grants Manager will notify the applicable staff such as a Project Manager or the County Engineer of the reporting interval required for performance reports by the Federal awarding agency. These reports will not be more frequent than quarterly, not less frequent than annual, except in unusual circumstances, where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports are due 90 calendar days after the reporting period; quarterly or semiannual reports are due 30 calendar days after the award reporting period, or as required by the Federal awarding agency before the anniversary date of multiple year Federal awards. There must be a request for an extension of the due date for any performance reports, if justified, and sent to the Federal awarding agency.

3. Annual Procedures

A) Any annual reimbursements and reports are prepared using procedures similar to the monthly procedures

B) The Grants Manager will notify the applicable staff such as a Project Manager or the County Engineer of the reporting interval required for performance reports by the Federal awarding agency. These reports will not be more frequent than quarterly, not less frequent than annual, except in unusual circumstances, where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports are due 90 calendar days after the reporting period; quarterly or semiannual reports are due 30 calendar days after the award reporting period, or as required by the Federal awarding agency before the anniversary date of multiple year Federal awards. There must be a request for an extension of the due date for any performance reports, if justified, and sent to the Federal awarding agency.

C) The Finance Department is responsible for maintaining the Schedule of Expenditures of Federal Awards and State Financial Assistance and will provide a copy to the independent county auditors by November 1st of each year. The Finance Department will be the liaison between the external auditors and the departments.

D) The Finance Department is responsible for ensuring that the copies or notifications of the Annual Financial Report (AFR) are distributed or available to the appropriate granting agencies in accordance with their required due dates.

E) The Finance Department maintains records related to the acquisition of capital assets and real estate. Therefore, the Finance Department will submit to the awarding agency, on no less than an annual basis, a report as to the status of any real estate properties purchased with Federal funds.

4. Grant Close Out Procedures

The Grants Manager, with the assistance of applicable staff is responsible for assembling a "project completion package." This package will contain the following:

A) The final federal and state grant report will be signed by the Chairman, Grants Manager, Finance Director, or authorized staff. The final performance report is due 90 calendar days after the period of performance end date. There must be a request of an extension of due date for any performance report, is justified and sent to the Federal agency.

B) All grant funding agency monitoring reports from visits occurring during the life of the grant. All records in reference to grants will be retained according to Florida Statutes for records retention and County policies.

C) Subrecipient Closeout

- a) Verify fulfillment of any cost-sharing requirements
- b) Verify receipt of invoice marked "Final"
- c) Obtain all final reports
 - i. Programmatic
 - ii. Financial

- iii. Property
- iv. Other per award terms
- d) Obtain signed Refunds, Rebates, Credits Form (if necessary)
- e) Audit Subaward (if necessary)
- f) Verify that Subrecipient has filed an audit report (or equivalent) through subaward end date
- g) Adjust County records if necessary to reflect changes in subaward costs

XI. GRANT SUBRECIPIENT MONITORING

The Grants Manager is responsible for identifying to the Subrecipient the Federal and/or State award information, monitoring the Subrecipient activities, ensuring required audits are performed and requiring corrective action on audit findings, evaluating risk for non-compliance, and evaluating the impact of Subrecipient activities on the County's ability to comply with applicable Federal and/or State regulations. The County may perform as the recipient, subrecipient or contractor concurrently as allowed by §200.330.

PROCEDURES

1) The Grants Manager will follow the current Taylor County Board of County Commissioner's procurement and bid policies for all Federal and pass-through entity grant related subawards required. In addition to those policies, the following procedures will be used.

a) Proposal Stage: Before any bid, RFQ or RFP is advertised per current County procedures, a clear Statement of Work and a Budget will be developed, as appropriate for the bid type, list all requirements of the County for bid compliance, identify appropriate contacts for the project, and any other appropriate documentation necessary for the subaward. The bid, RFQ, or RFP will be developed to meet all requirements of Appendix II §200.201 and §200.332.

b) Pre-Award Stage: Upon receipt of bids, the appropriate County staff will review the Prime Award for any changes, communicate with program representatives, validate/review subaward methodology, and conduct a subrecipient risk analysis based on the bids received, in addition to review and selection of the subrecipient by a committee approved by the Board of Commissioners.

i. Risk Analysis:

1. Shall be based on past performance of a subrecipient and the financial reliability. For new subs with no prior history, additional monitoring may be required.

2. Verification with federal databases will be done to ensure subrecipient is not debarred, suspended or a specially designated

national (such as Federal Audit, Clearinghouse A-133 <http://harvester.census.gov/sac/> or The Defense Contract Audit Agency www.dcaa.org/dcaa-compliance on For-Profit entities)

3. A review of the most recent financial statements of the organization will be done. Potential indicators of high-risk may include; program complexity, percentage passed-through, dollar value of the award, history and new personnel or systems.
4. If audit findings are found, interpretation of OMB circulars should be sought.
5. The Grants Manager and/or other appropriate staff shall indicate if the findings relate to the subaward with the subrecipient, or to same CFDA number. Do the findings relate to the Research and Development cluster of funding?
6. Audit reports will be reviewed for detail or findings and corrective action plans:
 - a. A-21/A-122 Allowable Costs
 - b. Time and Effort Reporting
 - i. Certification of Effort
 - ii. Matching/Cost Sharing
 - iii. Cost Transfers
 - iv. Late Technical, Financial Reports
 - v. Property and Equipment inventories
7. Implement Corrective Action Plan – May require progress reports from subrecipient on corrective action plan and yet-to-be developed internal controls at stipulated intervals.
 - a. Subrecipient: Submit plan of corrective audit deficiencies to the pass-through entity, with specific activities and due dates.
 - b. Appropriate County staff: Reviews adequacy of their proposed plan and issues a management decision.
 - c. Subrecipient: Conforms with steps listed in the corrective action plan.
 - d. Appropriate County staff: Monitor's subrecipient's progress to ensure full compliance with steps and dates and takes

appropriate follow-up action (including sanctions) in cases of inability or unwillingness to come into compliance.

8. Depending upon finding and nature of subaward research, develop special terms and conditions in subaward agreement.

a. This may include requiring extra contact between designated County staff or more frequent technical reporting.

b. May also require expenditure backup materials be provided to invoices or add deliverables to contract terms and tie the receipt of those to invoices.

c. May also require on-site monitoring (technical and financial)

d. Adding more stringent termination or stop-work language for failure to comply with requirements.

9. Upon completion of the above items, the County will write a management decision letter for inclusion into the grant documents.

2) The Grants Manager or appropriate County staff will ensure the following:

a) Notify the subrecipient, in writing, upon execution of the contract, of the award information and requirements imposed by the laws, regulations and provisions of contract or grant agreements pertaining to the program. This will include the requirements of the David-Bacon Act. Additionally, the County will comply with all provisions in Appendix II of 2 CFR Part 200.

b) Will monitor the subrecipient use of Federal or State funds and issue a written report summarizing the results and any corrective actions needed, to the Board of County Commissioners on a quarterly basis at a minimum.

i. Monitoring may consist of site visits, regular contact, interviews, meetings and examinations of the subrecipient.

1. Program Progress reports will be required on a monthly basis.

2. If applicable, site visits will be done at least quarterly by the Grants Manager or designated appropriate County staff.

a. Designated County staff will visit site of the subrecipient

b. Designated County staff will consist of programmatic and administrative and financial personnel

c. The designated staff will review progress, facilities, and region-specific activities

d. The administrative and financial personnel will look at systems and test a small number of transactions

e. Ensure that the language, costs, and limited experience of past reviews are monitored

3. This site visit will be followed by a desk audit

a. Select a manageable number of transactions to review

b. Request full documentation of those transactions chosen and require they be provided in an organized and timely fashion, usually within 14 business days.

c. Evaluate documentation and ensure it meets or exceeds the standards for the County and the project

d. Provide feedback to the subrecipient on findings. Work with sub to ensure the award needs are met

4. Award modifications occur as needed.

5. Require prior approvals for tasks in the subaward.

6. Ensure subrecipient is submitting acceptable invoices on time.

a. Ensure invoices are submitted in accordance with subaward requirements.

b. Ensure that duplicate costs or invoices have not been submitted.

c. Ensure invoices only contain expenses that are:

1. Allowable
2. Allocable
3. Reasonable

d. Verify costs are incurred within the period of performance.

e. Ensure expenses are aligned with the technical progress.

f. Verify cost sharing is appropriately reflected, if required.

g. Requiring that the subrecipient be subject to an annual single audit.

c) If there is a need to modify any portion of the subaward, the Grants Manager or appropriate staff will seek the approval of the Board of County Commissioners, providing them the purpose for the modification, the difference in funding amounts, change in the scope of the subaward, and the complexity/time extension required to complete the modification.

d) The Grants Manager or designated appropriate staff will ensure that the County receives annual audited reports from subrecipients as required in OMB Circular A-133 and OMB 2 CFR Chapter 1, Chapter II Part 200, et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. In addition, the Grants Manager or designated staff will ensure that the subrecipient has performed corrective actions on deficiencies identified in the audit and will report to the Board of County Commissioners on an annual basis at a minimum. The County staff will ensure the effectiveness, reliability and compliance, review monitoring policies and procedures. A test of award will be completed no less than quarterly to ensure the information provided to the County is properly identified and that only allowable activities have been approved. The Grants Manager or designated staff will test for subrecipient audit documents to make sure the information is completed and documents on any necessary corrective action needed. A written report will be included in the grant documents.

XII. NONCOMPLIANCE PROCEDURES

The Grants Manager or appropriate designated staff such as the Project Manager or the County Engineer will notify the County Administrator's office, and/or the Board of Commissioners and the County Finance Department in writing upon noncompliance with the Grants Administration and Accounting Policy and Procedures. The notification will be copied to the County Administrator and Finance Department. The Administration, and/or Board of Commissioners and the County Finance Department will notify the employ that is monitoring the project to cease all operations until a solution on how to bring the project back into compliance is realized, or a modification of the project terms, to bring the project into compliance, has been approved by the granting agency and the Board of Commissioners.

XIII. EFFECTIVE DATE

This policy is effective as of _____, 2017.

Grants Application Review Form

Application Due Date: _____	
Contact for application: _____	Grant Manager: _____ <i>(if different from application contact)</i>
Title: _____	Title: _____
Department: _____	Department: _____
Phone: _____	Phone: _____
E-mail: _____	Department Director: _____
Grant/Award Title: _____	
Description of project: _____	
Awarding Agency (Grantor): _____	
Federal pass-through? Y N If YES, identify Federal source: _____	
CFDA or CSFA #: _____	
CIP or FPN #: _____	
Amount of funding request: _____	
Proposed award period of performance: (mm/dd/yy) _____ to _____	
Funding Type (reimbursement, fixed, or advancement): _____	
Is there a match requirement? Y N If YES, identify percentage or amount: _____	
Has the match been budgeted by the County? Y N	
Short description of the problem or need for the project or program: _____	

Programmatic Considerations	Indicate Response Here
How does the proposed project align with County's priorities and department's core services, expand essential services?	
What County departments does the proposed project impact, if any?	
What external organizations are you collaborating with, if any?	
Does the project require Engineering?	
Does the project require permitting?	
Are there any anticipated environmental issues?	
Financial Considerations	Indicate Response Here
What is the total anticipated project cost?	
If applicable, identify the amount and funding source(s) that support the remainder of the project or program cost.	
Are administrative costs allowed?	
Will the grant be used to fund salaries and benefits?	
Will the receipt of this grant cause the County to incur additional or future operating costs?	
If program generates revenue, how so and the anticipated amount?	
If grant requires continuation of the program beyond the grant period, how will it be funded?	
Legal Considerations	Indicate Response Here
Provide a short description of unique contract requirements that the County Attorney needs to be made aware of, or needs to clarify for Dept.	
Procurement Considerations	Indicate Response Here
Provide a short description of any special procurement requirements that need to be disclosed and evaluated at the time of application.	
Does the receipt of the grant involve the lease or purchase of real estate? If so, please describe the real estate need?	

Grant Award Administration

[illegible]



**APPLICATION FOR
RESIDENTIAL SOLID WASTE HAULING SERVICES
PERMIT**

This application form must be completed by each applicant that wishes to obtain a permit from Taylor County for residential solid waste hauling services.

An applicant must provide the county with all of the information and documents requested in Section 1-19 below, including the application that is described below. An applicant may attach additional sheets of paper to this application form, if necessary. Applicant must show residency in Taylor County, Florida for the past five (5) years.

1. Applicant Information

Please provide the name, address and telephone number of the Applicant.

Name of Applicant: _____

Mailing Address: _____

Email Address: _____

Telephone No.: _____

2. Applicant's Authorized Representative.

Please provide the name, address and telephone number of the Applicant.

Name of Representative: _____

Mailing Address: _____

Email Address: _____

Telephone No.: _____

3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of entity.

4. Applicant's Principals.

If the applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

Name: _____

Address: _____

Title: _____

5. Applicant's Managers.

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Residential Solid Waste Hauling Services for the Applicant).

Name: _____

Address: _____

Title: _____

6. Proof of Good Standing.

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the State of Florida.

7. Authorization to do Business in Florida.

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

8. Fictitious Name.

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

9. Applicant's Experience.

- (a) Please provide a summary of the Applicant's experience with regard to the collection of Residential Solid Waste.
- (b) Provide a complete list of all of the communities in Florida and other states (but not more than ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.
- (c) For each community listed in Section 9(b) above, please provide the name, address and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service by the Applicant).

10. Prior Enforcement Issues.

- (a) Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.
- (b) Provide a complete list of all felony convictions, and misdemeanor convictions with the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.
- (c) Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
- (d) With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the County understand the facts concerning those matters.

11. Potential Customers.

Please provide the name and address of each residence that will be provided Residential Solid Waste Hauling Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Potential Customers, Paragraph 11; Potential Customers".

12. Vehicles, Equipment & Containers.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Residential Solid Waste Hauling Services in the County. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Vehicles, Equipment and Containers, Paragraph 12; Vehicles Equipment & Containers". Also include the street address of the equipment yard(s) where the Applicant's vehicles, equipment, and containers are stored when they are not in use.

13. Insurance Requirements.

Please provide a properly executed Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverage's issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B+ or better, Class VII (or higher), or otherwise acceptable to the County, if the company is not rated by A.M. Best.

- (a) Comprehensive General Liability Insurance with a limit of a one million dollar (\$1,000,000) per occurrence and a one million dollar (\$1,000,000) general aggregate. This policy must include the following coverage's: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.
- (b) Automotive Liability Insurance coverage providing a combined single limit of not less than five hundred

thousand dollars (\$500,000) per occurrence. This policy must include the following coverage's: bodily injury and property damage including premises and operations.

- (c) Workers Compensation Insurance shall be provided for all of the Applicant's employees as required under Florida law (a Workers Compensation Exemption shall be acceptable with submittal of a signed "Hold Harmless, Release and Indemnity Agreement"); and
- (d) Employers Liability Insurance providing a single limit of not less than one million dollars (\$1,000,000); bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Agreement. The certificate of insurance must name the County as an additional insured (except with regard to workers compensation and employees liability insurances).

The "certificate holder" box on the certificate of insurance shall read as follows:

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

14. Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars (\$50,000). The bond must be attached hereto and is subject to review and approval of the County Attorney. The bond must be issued by a surety licensed to do business in the state of Florida

15. Other Information.

Please provide any other information the Applicant believes will demonstrate that:

- (a) The Applicant has the experience, personnel, equipment, and other resources necessary to provide Residential Solid Waste Hauling Services in Taylor County.
- (b) The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and
- (c) The award of a Permit to the Applicant will be in the public interest.

16. Permit Agreement.

Please sign and properly execute the "Permit Agreement for Residential Solid Waste Hauling Services" that is attached hereto.

17. Affidavit.

Please sign and properly execute the blank "Affidavit in support of Permit Application" that is attached hereto.

18. Effective Date of Permit Agreement.

Please identify the date when the Applicant wants its Permit to take effect.

19. Attachments.

All of the information and documents requested in paragraphs 1-18, above, must be attached to this Application and submitted to the Taylor County Solid Waste and Environmental Program Management.



**TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
POTENTIAL CUSTOMERS, PARAGRAPH 11; POTENTIAL CUSTOMERS**

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____



TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
VEHICLES, EQUIPMENT & CONTAINERS, PARAGRAPH 12; VEHICLES, EQUIPMENT & CONTAINERS

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Type: Vehicle ☐ Equipment ☐ Container ☐

Make: _____ Model: _____ I.D. #: _____ Year: _____

Street Address of Equipment Yard for Storage of Vehicles, Equipment, and Containers.

Address: _____



ADDITIONAL INFORMATION 9(a) – 10(c)

Summary of Applicant's experience - 9(a):

List of Communities Where Solid Waste Collection Services Have Been Provided - 9(b):

N/A ☐

Other Community Reference - 9(c):

N/A ☐

Name:

Address:

Telephone No.:

Name:

Address:

Telephone No.:

List of Communities Where Permit was Suspended or Revoked - 10(a):

N/A ☐

List of all Felony and Misdemeanor Convictions in Five Years - 10(b):

N/A ☐

List of all Civil Penalties and Liquidated Damages > \$5,000 - 10(c):

N/A ☐



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:

RESIDENTIAL SOLID WASTE HAULING SERVICES

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, 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 _____, 201__.

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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 201__, by

(22)

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

November 13, 2017

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Ted Lakey
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Domestic Partnership Ordinance and Notice

Dear Annie Mae and Ted:

Enclosed please find:

1. A proposed Ordinance on Domestic Partnerships
2. A Notice to go in the newspaper

Of course, the Board has not requested that this be done, so it would be my suggestion that this be put on the next agenda for me to advise the Board about.

If you have a question about this, please give me a call.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

received
11/16/17 (AP)

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PROVIDING FOR FINDINGS AND CONSTRUCTION; PROVIDING FOR DEFINITIONS; PROVIDING FOR A DOMESTIC PARTNERSHIP REGISTRY; PROVIDING FOR REGISTRATION OF DOMESTIC PARTNERSHIP RELATIONSHIP; PROVIDING FOR TERMINATION OF DOMESTIC PARTNERSHIP; PROVIDING FOR ADMINISTRATION OF THE REGISTRY; PROVIDING FOR RIGHTS OF REGISTERED DOMESTIC PARTNERS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR RECIPROCITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the best interest of Taylor County to be responsive to the changing needs of society and to treat all persons fairly and equitably; and

WHEREAS, Taylor County recognizes that long-term committed relationships foster economic stability and emotional and psychological bonds; and

WHEREAS, the Board of County Commissioners of Taylor County have determined that the establishment of a Domestic Partnership Registry will serve the needs of the many residents of Taylor County living in committed Domestic Partnerships.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THAT:

SECTION 1:

(A) The Board of County Commissioners of Taylor County, Florida finds that there are many individuals who establish and maintain a significant personal, emotional and economic relationship with another individual. Individuals forming such Domestic Partnerships often live in a committed relationship. Domestic Partners are often denied certain benefits and rights because there is no established system for such relationships to be registered or recognized.

(B) The provisions of this Ordinance shall be liberally construed to promote the public safety, health and general welfare of the residents of Taylor county and to further the general policies and purposes stated herein. However, this Ordinance shall not be construed to supersede, alter, affect or contravene any federal, state or County laws or regulations. Nothing in this Ordinance shall be construed as recognizing or treating a Registered Domestic Partnership as a marriage.

SECTION 2. DEFINITIONS:

"Domestic relationship" means a familial relationship, intended to be of indefinite duration, between two individuals characterized by mutual caring and the sharing of a mutual residence.

"Competent to contract" means the two partners are mentally competent to contract.

"Declaration of Domestic Partnership" means a sworn declaration under penalty of perjury, which certifies that said individuals meet the requirements of a Registered Domestic Partnership as provided in Section 4 of this Ordinance.

"Dependent" means a person who resides within the household of a Registered Domestic Partnership and is:

1. A biological, adopted or foster child of a Registered Domestic Partner; or
2. A dependent as defined under IRS regulations; or
3. A ward of a Registered Domestic Partnership as determined in a guardianship or other legal proceeding.

"Domestic Partners" means two adults who are parties to a valid domestic relationship and who meet the requisites for a valid Domestic Partnership relationship as established pursuant to Section 4 of this Ordinance.

"Health Care Facility" includes, but is not limited to, hospitals, convalescent facilities, nursing homes, walk-in clinics, doctor's offices, mental health care facilities and other short and long-term facilities located within, or under the jurisdiction of Taylor County.

"Jointly Responsible" means each Domestic Partner, mutually agrees to provide for the other partner's basic food, shelter and common necessities of life while the Domestic Partnership relationship is in effect, but does not require that partners contribute equally to said basic food, shelter and common necessities of life.

"Mutual residence" means that the Domestic Partners share the same residence, and contribute to the cost of maintaining such residence. It is not necessary

that the legal right to possess the place of residence be in both names. Domestic Partners are not prohibited from owning or renting more than one residence. Temporary relocation of one Domestic Partner for work, education or military service, does not negate the maintenance of a mutual residence provided the Domestic Partner intends to return.

"Registered Domestic Partnership" means a committed relationship between two persons who consider themselves to be a member of each other's immediate family and have registered their partnership in accordance with Section 4 of this Ordinance.

SECTION 3. ESTABLISHMENT OF DOMESTIC PARTNERSHIP REGISTRY:

There is hereby created in Taylor County, Florida a Domestic Partnership Registry, which shall be maintained by the Clerk.

SECTION 4. REGISTRATION OF A DOMESTIC PARTNERSHIP RELATIONSHIP:

(A) **Registration:** A valid Domestic Partnership may be registered by two persons, who maintain a residence in Taylor County, by recording a Declaration of Domestic Partnership with the Clerk, which declaration shall comply with all requirements for establishing such Domestic Partnership as described herein. Upon payment of any required fees, the Clerk shall file the Declaration of Domestic Partnership and issue a certificate reflecting the registration of the Domestic Partnership relationship in Taylor County.

(B) **Declaration:** A Declaration of Domestic Partnership shall contain the name and address of each Domestic Partner, the signature of each partner, and each partner shall swear or affirm under penalty of perjury that each partner:

- (1) Is at least eighteen (18) years old and competent to contract;
- (2) Is not married;
- (3) Is the sole Domestic Partner of the other person;
- (4) Is not related by blood;
- (5) Consents to the Domestic Partnership relationship without force, duress or fraud.
- (6) Agrees to be jointly responsible for each other's basic food, shelter, common necessities of life and welfare;

(7) Has not been a member of another Domestic Partnership for the past year;

(8) Shares his or her primary residence with the other;

(9) Considers himself or herself to be a member of the immediate family of the other partner.

(C) Documentation: As further evidence of a Domestic Partnership, the following documents must be presented for review along with the Declaration of Domestic Partnership:

(1) To establish mutual residence: At least one (1) of the following: current copy of mortgage, lease or deed showing both names or copies of current driver's licenses, passports, tax returns, or other government issued photograph identification showing the same address for both partners; and

(2) To establish joint financial responsibility: At least two (2) of the following: current copy of mortgage document, lease or deed showing both names, copy of statement from joint bank account, credit cards with the same account number for both partners, vehicle title showing common ownership, a beneficiary designation form for a retirement plan or life insurance policy signed and completed to the effect that one Domestic Partner is the beneficiary of the other, wills which designate the other as primary beneficiary.

(D) Amendment: Any partner to a Domestic Partnership may file an amendment to the Domestic Partnership certificate issued by the Clerk to reflect a change in his or her legal name.

SECTION 5. TERMINATION OF DOMESTIC PARTNERSHIP:

(A) Obligation to notify clerk and comptroller: By recording a Declaration of Domestic Partnership, each partner agrees to immediately notify the Clerk, by filing a Declaration of Termination of Domestic Partnership, if the terms of the Registered Domestic Partnership are no longer applicable or one of the Domestic Partners wishes to terminate the Domestic Partnership.

(B) Declaration of Termination: either Registered Domestic Partner may terminate a Registered Domestic Partnership by recording a Declaration of Termination with the Clerk. The person filing the Declaration of Termination shall swear and affirm, under penalty of perjury, that:

(1) The Registered Domestic Partnership is to be terminated; and

(2) If the Declaration of Termination is not signed by both Registered Domestic Partners, then proof of service (copy of declaration and certified or registered mail receipt) shall be required at the time of recording the termination with the Clerk.

(C) Effective date of termination: The termination shall become effective on the date of recording of the Declaration of Termination signed by both Registered Domestic Partners, or, if the Declaration of Termination is not signed by both partners, on the date proof of service is filed with the Clerk.

(D) Automatic termination: A Registered Domestic Partnership shall automatically terminate in the event that one of the Domestic Partners dies, marries, enters into a civil union or registered Domestic Partnership with someone other than his or her Registered Domestic Partner.

SECTION 6. ADMINISTRATION OF REGISTRY:

(A) The Clerk shall collect a fee for recording and administering the Declarations of Domestic Partnership in the amount of \$_____. The cost of recording an amendment or a Declaration of Termination of Domestic Partnership shall be \$_____. The fees may be adjusted as necessary by resolution of the Board of County Commissioners.

(B) The Clerk shall collect a fee in the amount the Clerk has established pursuant to State public records law for certified copies of the Domestic Partnership documents, other than the original certificate of Domestic Partnership initially issued by the Clerk to the Domestic Partnership.

(C) The Clerk shall keep a computer record of all Declarations of Domestic Partnership, amendments and Declarations of Terminations of Domestic Partnership.

(D) The Clerk shall identify on the Declaration of Domestic Partnership what types of documents were presented for further documentation. It shall not be necessary for a copy of such documents to be kept on file.

(E) Upon receipt of a Declaration of Domestic Partnership signed by both Domestic Partners and the requisite recording fee, the Clerk shall issue a certificate of Domestic Partnership.

(F) The Clerk shall provide pertinent Domestic Partnership forms to persons requesting them.

SECTION 7. RIGHTS OF REGISTERED DOMESTIC PARTNERSHIP:

To the extent not superseded by federal, state or County laws or ordinances, Registered Domestic Partners shall have the following rights:

(A) **Health Care Visitation.** All Health Care Facilities operating within Taylor County shall allow a Registered Domestic Partner the same visitation rights as a spouse of the patient. If the patient is a dependent of the Registered Domestic Partnership, all Health Care Facilities operating within Taylor County shall allow a Registered Domestic Partner the same visitation rights as a parent if the patient is a dependent of a Registered Domestic Partner. A dependent of a Registered Domestic Partner shall have the same visitation rights as a patient's child.

(B) **Health Care Decisions.** If a patient lacks the capacity to make a health care decision, the patient's Registered Domestic Partner shall have the same authority as a spouse to make a health care decision for the incapacitated party to the extent allowed by Section 765.401, Florida Statutes. This section pertains to decisions concerning both physical and mental health.

(C) **Funeral/Burial Decisions.** Following the death of a Registered Domestic Partner, the surviving Domestic Partner shall have the same rights to make decisions and disposition of the decedent's body as a surviving spouse, unless otherwise provided by law. The surviving domestic Partner shall retain these rights notwithstanding the automatic termination provision of Section 5.

(D) **Notification of Family Members.** In any situation providing for mandatory or permissible notification of family members, including, but not limited to, notification of family members in an emergency, or when permission is granted to inmates to contact family members such notification shall include Registered Domestic Partners.

(E) **Pre-need Guardian Designation.** Any person who is registered as a Registered Domestic Partner pursuant to this Ordinance shall have the same right as any other individual to be designated as a pre-need guardian pursuant to Section 744.3045, Florida Statutes, and to serve in such capacity, unless otherwise provided by law. In the event one Registered Domestic Partner becomes incapacitated and has not executed a valid pre-need guardian designation, the other Registered Domestic Partner shall not be denied serving as the plenary guardian of his or her Domestic

Partner or the partner's property, under the provisions of Chapter 744, Florida Statutes, based solely upon his or her status as the Domestic Partner of the incapacitated partner.

(F) Visitation Rights at County Correctional and Juvenile Detention Facilities. Any person who is a party to a Registered Domestic Partnership, pursuant to this Ordinance, shall be entitled to visit his or her Domestic Partner, or other family member of the Domestic Partner, who is an inmate at a County Correctional Facility or Juvenile Detention Facility, upon the same terms and conditions under which visitation is afforded to spouses, children or parents of inmates. Visitation rights provided by this Ordinance shall extend to any children of the Domestic Partners, and the Domestic Partners of an inmate's parents or children.

SECTION 8. ENFORCEMENT:

A Registered Domestic Partner may enforce the rights conferred herein by filing a private action against a person or entity in any Court of competent jurisdiction for declaratory relief, injunction relief or both.

SECTION 9. RECIPROCITY:

All rights, privileges and benefits extended to Registered Domestic Partnerships registered pursuant to this Ordinance shall also be extended to all persons legally partnered in another jurisdiction.

SECTION 10. APPLICABILITY:

It is hereby provided that this Ordinance shall constitute a uniform law applicable in all the unincorporated areas of Taylor County, Florida, to the extent permitted by the Florida Constitution, Article VIII, Section 1.

SECTION 11. REPEAL OF LAWS IN CONFLICT:

All local laws and ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of such conflict. This provision is not intended to repeal or otherwise effect in any way an ordinance of any municipality in Taylor County creating a Domestic Partnership Registry within the municipality.

SECTION 12. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

SECTION 13. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Taylor County, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 14. EFFECTIVE DATE:

The provisions of this Ordinance shall become effective upon filing with the Department of State.

PASSED AND ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, CHAIR

ATTEST:

ANNIE MAE MURPHY, Clerk

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance providing for a Domestic Partnership Relationship, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 201____, at _____. The title of the proposed ordinance is:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PROVIDING FOR FINDINGS AND CONSTRUCTION; PROVIDING FOR DEFINITIONS; PROVIDING FOR A DOMESTIC PARTNERSHIP REGISTRY; PROVIDING FOR REGISTRATION OF DOMESTIC PARTNERSHIP RELATIONSHIP; PROVIDING FOR TERMINATION OF DOMESTIC PARTNERSHIP; PROVIDING FOR ADMINISTRATION OF THE REGISTRY; PROVIDING FOR RIGHTS OF REGISTERED DOMESTIC PARTNERS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR RECIPROCITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this ____ day of _____, 201____, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

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

(23)

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

November 20, 2017

(VIA EMAIL AND REGULAR MAIL)

Hon. Annie Mae Murphy
Clerk of Courts
Post Office Drawer 620
Perry, Florida 32348

Mr. Ted Lakey
County Administrator
201 East Green St.
Perry, FL 32348

Ms. Lawanda Pemberton
County Offices
201 East Green St.
Perry, FL 32348

Re: Dean Road

Dear Annie Mae, Ted and Lawanda:

Pursuant to the Board's request, I met with Mr. J. T. Berryhill and went out to view Dean Road and the surrounding property. I also took a look at the fence and also the 1958 deed where the Dean's deeded 40 feet to the County.

It would appear to me that if the County were to proceed with this alleged encroachment an independent survey would need to be performed prior to any action being taken.

I would suggest that the issue be put on the agenda for the next regular meeting so the Board can decide what they want to do.

I request that a copy of this letter be put in each commissioner's drawer.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/jr

Enclosure

received
11/27/17 (M)

24

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

November 16, 2017

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Ted Lakey
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

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

Dear Annie Mae, Ted and Lawanda:

As you know, we needed to do an Ordinance for the tax abatement for San Pedro Investments, LLC which we didn't do.

Please find enclosed:

1. A proposed Ordinance
2. A Notice to go in the newspaper

We need to get this done.

If you have a question about this, please give me a call.

Thank you very much and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Mr. Ray Curtis

ORDINANCE NO.

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO SAN PEDRO INVESTMENTS, LLC; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F. S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, economic development and the creation of jobs are priorities of the Taylor County Board of County Commissioners; and

WHEREAS, the citizens of Taylor County voted to authorize the Board of County Commissioners to provide economic incentives to new and/or expanding businesses in the January 2008 special election; and

WHEREAS, San Pedro Investments, LLC has requested that the Taylor County Board of County Commissioners exempt ad valorem taxes for its new business, in Perry; and

WHEREAS, San Pedro Investments, LLC anticipates a minimum of \$1,000,000.00 in capital investment at their Perry facility during the three year period beginning in March of 2015; and

WHEREAS, San Pedro Investments, LLC anticipates a minimum of 25 part time jobs will be created or supported in perpetuity, and that 125 jobs were created or supported during the construction phase; and

WHEREAS, the Property Appraiser has provided the Taylor County Board of County Commissioners with its report as required by Chapter 196.1995(9) F. S.; and

WHEREAS, It has been determined that San Pedro Investments, LLC meets the requirements of Chapter 196.016 F.S., of a new business in Taylor County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, as follows:

SECTION 1. The Ordinance shall create Ad Valorem Tax Exemption for San Pedro Investments, LLC.

SECTION 2. An Economic Development Ad Valorem Tax Exemption is hereby granted to San Pedro Investments, LLC located in Taylor County, at 109 Davis Drive.

(a) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$1,341,130.00. \$14,386.00 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

(b) The tax exemption hereby granted shall be for a term of 10 years, commencing with the first year the new Improvements and personal property are added to the assessment roll, and lasting 9 additional years thereafter, for 75% annually of the increase in taxes due to the Multi Family Development.

(c) In accordance with the findings of the Board of County Commissioners and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by Chapter 196.012, Florida Statutes.

(d) San Pedro Investments, LLC shall submit to the county an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which San Pedro Investments, LLC is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the County Administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that San Pedro Investments, LLC no longer meets the criteria of Chapter F. S. 196.012, the County Administrator shall make a report to the Board of County Commissioners for consideration of revocation of this ordinance granting the tax exemption.

SECTION 3. Severability. If any word, phrase, clause, section or portion of this Ordinance shall be held Invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance granting an Economic Development Ad Valorem Tax Exemption to San Pedro Investments, LLC, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 201____, at _____. The title of the proposed ordinance is:

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO SAN PEDRO INVESTMENTS, LLC; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F. S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this _____ day of _____, 2017, by ANNIE MAE MURPHY,
Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County,
Florida.

25

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

December 5, 2017

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

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Ted Lakey
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

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

Mr. Steve Spradley
Emergency Management Director
591 East US Highway 27
Perry, Florida 32347

Re: Spring Warrior (Repeal of Ordinance No. 2017-03)

Dear Folks:

Enclosed please find:

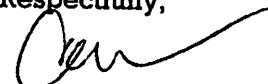
1. A proposed Ordinance to repeal Ordinance No. 2017-03.
2. A Notice to go in the newspaper

As y'all will recall, FWCC has informed us that they have to approve our Ordinance on No-Wake before passage. So, we are repealing this Ordinance and I am in the process of preparing a new one that we will send to FWCC before we advertise and pass.

If you have a question about this, please give me a call.

Thank you and Happy Holidays.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF TAYLOR COUNTY TO
REPEAL ORDINANCE NO. 2017-03, PROVIDING
FOR SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the Board of County Commissioners of Taylor County, Florida, have been informed that prior to adding Spring Warrior area to a NO-Wake Zone, the Board needs to apply and get approval from FWCC.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:**

Section 1.

That Ordinance No. 2017-3 of Taylor County is hereby repealed.

Section 2. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 201____.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PAM FEAGLE, Chairperson

ATTEST

ANNIE MAE MURPHY,
Clerk of Court

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance to repeal Ordinance No. 2017-03, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 201____, at _____. The title of the proposed ordinance is:

**AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF TAYLOR COUNTY TO REPEAL
ORDINANCE NO. 2017-03, PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE
DATE**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this _____ day of _____, 201____, by ANNIE MAE MURPHY,
Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon receipt of official acknowledgment from the office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED AND ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, CHAIR

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS POSSIBLE LOCATION OF HISTORICAL CEMETERY IN THE CABBAGE GROVE AREA.



MEETING DATE REQUESTED:

Statement of Issue:

IT HAS COME TO STAFF'S ATTENTION THAT THERE IS A POSSIBLE HISTORICAL CEMETERY SITE LOCATED IN THE CABBAGE GROVE AREA. THERE IS A DESIRE FROM SOME CITIZENS TO ATTEMPT TO LOCATE THE CEMETERY.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

TED LAKEY, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THERE IS A GROUP OF CITIZENS THAT HAVE EXPRESSED THE DESIRE TO CONFIRM LOCATION OF EXISTENCE OF A HISTORICAL CEMETERY IN THE CABBAGE GROVE AREA. THIS SITE IS LOCATED ON PROPERTY OWNED BY 4 RIVERS, WHO REQUIRES INDEMNIFICATION FOR ANY SITE WORK TO BE PERFORMED. DISCUSSION IS REQUESTED AS TO WHAT TYPE OF ASSISTANCE THE COUNTY MAY PROVIDE FOR THIS ENDEAVOR.

Options:

Attachments: