

**SUGGESTED AGENDA**

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA**

**MONDAY, APRIL 5, 2021  
6:00 P.M.**

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

**IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY  
COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO  
ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.**

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

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

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

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

**THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR  
COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE  
<https://www.facebook.com/taylor.bocc>**

**If you wish to view the meeting on Facebook** you must have a Facebook profile. Search under Taylor Bocc and you can view the meeting at 6:00 PM. The Facebook livestream will not be monitored for questions or comments, please call the conference call number if you wish to speak.

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

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

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

BIDS/PUBLIC HEARINGS:

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

BID COMMITTEE: VICTOR BLANCO, LORI WIGGINS AND KENNETH DUDLEY

CONSENT ITEMS:

5. THE BOARD TO CONSIDER APPROVAL OF MINUTES OF JANUARY 4, 19, 28, FEBRUARY 1 AND 16, 2021.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER RATIFICATION OF THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON WORK ORDER FOR DUKE ENERGY, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FOR JAIL SEPTIC SYSTEM REPAIRS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

10. THE BOARD TO CONSIDER APPROVAL OF DRAFT USE OF EMPLOYEE PHOTO, LIKENESS AND VOICE POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF DRAFT BENEFIT CONTINUATION DURING UNPAID LEAVE OF ABSENCE POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOVERNMENT SERVICES GROUP (GSG) INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE BOARD TO CONSIDER APPROVAL OF FLORIDA ASSISTANCE TO FIRE FIGHTERS GRANT AWARD (ROUND2), AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
14. THE BOARD TO CONSIDER APPROVAL OF REQUEST OT WAIVE AN ADDITIONAL 50 BOAT RAMP FEES FOR THE HOOKED ON HEROES-TAKE A VETERAN FISHING EVENT, TO BE HELD ON SATURDAY, APRIL 10, 2021, AS AGENDAED BY COMMISSIONER NEWMAN.

PUBLIC REQUESTS:

15. THE BOARD TO CONSIDER ADOPTION OF A PROCLAMATION DECLARING APRIL, 2021 AS *WATER CONSERVATION MONTH IN TAYLOR COUNTY*, AS REQUESTED BY THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD).

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16. CAPTAIN BUDDY LEE, TAYLOR COUNTY SHERIFF'S OFFICE, TO APPEAR TO DISCUSS BODY CAMERA LEASING AGREEMENT.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER ADOPTON OF RESOLUTION AND REQUEST TO ADOPT/ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES AGAINST ANY INDIVIDUALS ENGAGED IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, AS REQUIRED TO RECEIVE GRANT AWARDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS, AS AGENDAED BY MELODY COX, GRANTS WRITER.

18. THE BOARD TO CONSIDER APPROVAL OF CONSTRUCTION AND MAINTENANCE AGREEMENT, UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM, FOR CONSTRUCTION OF THE SIDEWALK ALONG OLD DIXIE HIGHWAY, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

GENERAL BUSINESS:

19. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE COUNTY ADMINISTRATOR.
20. THE BOARD TO DISCUSS DEED RESTRICTIONS FOR COUNTY PROPERTY AT KEATON BEACH, AS AGENDAED BY COMMISSIONER FEAGLE.
21. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION RECOGNIZING AND THANKING THE GULF OF MEXICO REEF FISH SHAREHOLDERS' ALLIANCE AND LOCAL COMMERCIAL FISHER PEOPLE, AS AGENDAED BY COMMISSIONER NEWMAN.
22. THE BOARD TO DISCUSS SEA WALLS AT KEATON BEACH.
23. THE BOARD TO DISCUSS BUSINESS TAX LICENSE ORDINANCE.
24. THE BOARD TO DISCUSS MUD BOG ORDINANCE.

COUNTY ADMINISTRATOR ITEMS:

25. THE COUNTY ADMINISTRATOR TO DISCUSS WRITTEN NOTICE RECEIVED FROM THE CITY OF PERRY, OF THE CITY'S INTENT TO DISCONTINUE PARTICIPATION IN THE RECREATION INTERLOCAL AGREEMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
26. THE BOARD TO CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AND ADOPTION OF AUTHORIZING RESOLUTION WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR SPRING WARRIOR CREEK BRIDGE PROJECT NO. 380035, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
27. THE BOARD TO CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AND ADOPTION OF AUTHORIZING RESOLUTION WITH FDOT, FOR SPRING WARRIOR CREEK BRIDGE PROJECT NO. 380037, AS AGENDAED BY THE COUNTY ADMINISTRATOR.



28. THE COUNTY ADMINISTRATOR TO PROVIDE UPDATE TO BOARD REGARDING SUPERVISOR OF ELECTIONS REQUEST TO PLACE PORTABLE BUILDING ON SITE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
29. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
30. THE COUNTY ADMINISTRATOR TO DISCUSS OPERATIONS.
31. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
32. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

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

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

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

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON WORK ORDER FROM DUKE ENERGY.



**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:** TO INSTALL ROADWAY LIGHTING ON AT W. ASH STREET AND N. COURTNEY ROAD.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$1,204.90 ONE TIME FEE AND \$7.59 MONTHLY PAYMENT

**Budgeted Expense:** NO

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** COUNTY STAFF OBTAINED LIGHTING PROPOSAL FROM DUKE ENERGY FOR PLACEMENT OF A ROADWAY LIGHT AT THE INTERSECTION OF W. ASH STREET AND N. COURTNEY ROAD.

THE INITIAL COST OF THE LIGHTING WILL BE CHARGED TO DISTRICT 4 SECONDARY ROAD FUNDS. THE MONTHLY COST WILL BE CHARGED TO THE ROAD DEPARTMENT.

**Options:** APPROVE/ NOT APPROVE

**Attachments:** LIGHTING PROPOSAL/WORK ORDER



DE Contact: Michael Ward

Address: 2166 Palmetto St. Clearwater, FL 33765

Phone: 813-928-1058

## Lighting Proposal Work Order 39505970

February 11, 2021

Project Details
<b>Customer:</b> TAYLOR COUNTY BD OF CO COMM
<b>Account:</b> 5928658258
<b>Site:</b> W Ash St. & N Courtney Rd. Perry FL 32347
<b>Contact:</b> HANK EVANS
<b>Phone:</b> 850-672-1264

Scope of Request
Install 50W LED Roadway Light install 90' conductor wire

Quantity Required	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Rental	Maint.	Fuel & Energy	Unit Total	
1	50W LED Roadway MICRO Type III 3K OH Gray	\$5.17	\$1.39	\$1.03	\$7.59	\$7.59
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$5.17	\$1.39	\$1.03		
Monthly rates are subject to tariff rate changes		Estimated Monthly Rental				\$7.59
		† Deposit				\$15.00
		Choose	<input checked="" type="checkbox"/> CIAC	ONE TIME PAYMENT		\$1,204.89
		One	<input type="checkbox"/> * MLDF	MONTHLY PAYMENT		\$19.16
Estimates valid for 30 days and subject to change.						

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charge.

† **Deposit** - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than \$25.00 and subject to change upon review of the account's existing deposit.

✦ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

\* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Option by Checking a Box Above

**In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax.**

**Return these signed documents to the mailing address above or email the color scanned PDF if instructed.**

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities & charges meet the requirements within that jurisdiction. Should the agency not accept these facilities & charges into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

✦ forward to working with you on this project.

Authorized Signature

*Auranda Pemberton*

Date

*3/24/2021*

(Please sign and date to approve this proposal and return via email or the mailing address above)



SECTION NO. VII  
SEVENTH REVISED SHEET NO. 7.110  
CANCELS SIXTH REVISED SHEET NO. 7.110

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**LIGHTING SERVICE CONTRACT**

ACCOUNT NUMBER  
**5928658258**  
WORK ORDER NUMBER  
**39505970**  
DEF CONTACT  
**Michael Ward**

CUSTOMER NAME: TAYLOR COUNTY BD OF CO COMM

SERVICE LOCATION(S) W Ash St. & N Courtney Rd. Perry FL 32347  
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into February 11, 2021 between Duke Energy Florida, LLC (hereinafter called the Company) and TAYLOR COUNTY BD OF CO COMM (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

**Fixture / Pole Types and Number Installed:**

50W LED Roadway MICRO Type III 3K OH Gray

QTY 1  
QTY  
QTY  
QTY  
QTY  
QTY  
QTY  
QTY

**Additional facilities:**

(Continued in Next Page)

ISSUED BY: Javier J. Portuondo, Managing Director, Rates & Regulatory Strategy - FL  
EFFECTIVE: May 8, 2018

Form LS-1





**Rate per Month:**

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge :	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, <i>Billing Adjustments</i> **,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

*\*\*Charges are normally revised on an annual basis.*

**Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**THE CUSTOMER AGREES:**

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

**IT IS MUTUALLY AGREED THAT:**

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



SECTION NO. VII  
SIXTH REVISED SHEET NO. 7.112  
CANCELS FIFTH REVISED SHEET NO. 7.112

Page 3 of 4

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution In Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

TAYLOR COUNTY BD OF CO COMM

Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, LLC

By: Lawanda Pemberton  
(Signature)

By: Michael Ward  
(Signature)

Lawanda Pemberton  
(Print or Type Name)

Michael Ward  
(Print or Type Name)

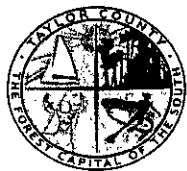
Title: County Administrator

Title: Duke Energy Representative

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM.



**MEETING DATE REQUESTED:** APRIL 5, 2021

**Statement of Issue:** TO CONTINUE LEASE AGREEMENT FOR OFFICE SPACE FOR GUARDIAN AD LITEM PROGRAM.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$350 PER MONTH

**Budgeted Expense:** YES

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

**Contact:** 838-3500 X 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE GUARDIAN AD LITEM PROGRAM IS REQUESTING EXTENSION OF CURRENT LEASE AGREEMENT FOR OFFICE SPACE AT 103 WEST BAY STREET.

**Options:** APPROVE/NOT APPROVE

**Attachments:** AGREEMENT  
LETTER FROM COUNTY ATTORNEY



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

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III.  
POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

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

February 23, 2021

VIA E-MAIL

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

Re: Commercial Lease (Guardian ad Litem)

Dear LaWanda:

Please find attached the Commercial Lease that I prepared.

If you have a question, please let me know.

Thank you.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Attachment

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**COMMERCIAL LEASE**

March

THIS COMMERCIAL LEASE, is executed the 22 day of March, 2021, by and between DUSTIN WHIDDON, ("Landlord" or "Lessor"), whose address is 231 N. Jefferson St. Perry FL 32347, and TAYLOR COUNTY, FLORIDA ("Tenant" or "Lessee"), whose address is 103 West Bay Street, Perry, Florida 32347.

**WHEREAS**, Tenant wishes to lease from Landlord the "Leased Premises" pursuant to the terms and conditions set forth in this lease and as defined or otherwise set forth in this Lease.

**NOW THEREFORE**, in consideration of these premises and the mutually beneficial provisions set forth below, Landlord and Tenant agree as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord, subject to the terms, covenants and conditions of this lease, the "Leased Premises" described as follows: 103 W. Bay Street, Perry, Florida 32347.

2. **Term and Commencement.** The term of this lease begins on June 1, 2021, and ends on September 30, 2022. This lease may be extended by a mutual agreement in writing signed by both Landlord and Tenant.

3. **Rent.** As rent ("Rent"), Tenant shall pay at landlord's address stated above, monthly rent in the amount of \$350.00 (Total \$350.00), together with all sales taxes and similar excise taxes imposed by the State of Florida or other governmental unit upon or with respect to the Rent. Payments shall be made in full, plus sales tax payable on the first (1<sup>st</sup>) day of each month of the lease. If rent is not paid in full by the fifth (5<sup>th</sup>) of the month, a \$100.00 late fee will be due; provided, however, that this five (5) day grace period does not prevent Landlord from commencing eviction proceedings.

**LANDLORD'S ACCEPTANCE OF ANY PARTIAL RENT PAYMENT BY TENANT DOES NOT WAIVE LANDLORD'S RIGHT TO THE FULL RENT DUE HEREUNDER OR IMPAIR LANDLORD'S EVICTION RIGHTS AND REMEDIES. LANDLORD MAY SEEK COLLECTION OF ALL RENTS DUE HEREUNDER OR COMMENCE EVICTION ACTIONS AT ANY TIME AFTER ACCEPTANCE OF A PARTIAL PAYMENT.**

4. **Rental adjustment.** Additional rental cost may be adjusted if taxes and/or insurance increases during the two year period of this lease.

5. **Condition of the Premises.** Tenant has examined the Premises, is familiar with the condition of the Premises, and accepts them "as is", "with all faults", in their present condition. Tenant shall be responsible for any and all maintenance/upkeep for the premises.

6. **Use of Premises.** Tenant may use the premises only as follows: State of Florida Guardian ad Litem Office, or uses reasonably incidental and related thereto for

which the current condition of the premises is suitable. Tenant shall comply with the provisions of the Lease and with all laws, rules, regulations and ordinance applicable to the permitted use of the premises. Tenant shall not use or permit the Premises to be used for any unlawful purpose, for any purpose that will affect Landlord's ability to obtain fire or other insurance or cause an increase in the premiums for such insurance, for any purpose that is prohibited in the Lease or that may otherwise interfere with the operation of the Building as a first class office building.

7. **Alterations and Improvements.** Tenant may not make any changes, alterations, or improvements, or install any equipment or fixtures in or to the Premises during the term of this lease without Landlord's written approval. Landlord shall make diligent efforts to respond to Tenant within 5 business days of receipt of written request.

8. **Insurance.** Taylor County has insurance and does not waive sovereign immunity, pursuant to Chapter 768.28 Florida Statutes.

9. **Liability and Indemnity.** Landlord is not liable or responsible to Tenant or to any other person on or about the Premises with Tenant's knowledge or consent, for damages or loss to person or property arising from or in any way related to Tenant's use of the premises.

Tenant's property is on or about the Premises at Tenant's sole risk. Tenant releases Landlord from all claims of any kind Tenant may have for damages to or loss of Tenant's property located in or about the Premises.

Tenant occupies the Premises at its own risk. Tenant releases Landlord from all claims of any kind Tenant may have arising for personal injury or loss of life in or about the Premises, unless the personal injury or loss of life is proximately caused by Landlord's willful and intentional misconduct.

Tenant shall indemnify, defend, and hold Landlord harmless of and from all claims, suits, liabilities, damages, fines, penalties, charges, losses, costs, and expenses, related to Tenant's use or occupancy of the Premises, or arising from, or in any way related to the acts or omissions of Tenant, its employees, agents, and invitee, including, but not limited to, the release, storage, or disposal or presence of hazardous waste on the Premises.

Tenant shall promptly notify Landlord of any damage to the Premises, any accident in or about the Premises, or any defect in the Premises or in any of Tenant's alterations, improvements, equipment, and fixtures installed in or about the Premises.

10. **Destruction.** If the Premises are damaged or destroyed by any casualty to such an extent that the Premises are untenable (and the damage or destruction is not proximately related to the negligence or willful misconduct of Tenant, its employees, agents, or invitee), the Rent shall be abated for the period and in an amount corresponding to the extent to which the Premises are untenable. Under no circumstances will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use

the Premises during the period of untenability or from the failure to make the Premises tenantable again.

11. **Condemnation.** If all or such a substantial portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under threat of condemnation) that the Premises are no longer suitable for Tenant's authorized use, this lease shall terminate on the date title to the premises is vested in the condemning authority, and the Rent shall be equitably adjusted. Under no circumstances, will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use the Premises because of condemnation.

If a portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under threat of condemnation) and the Premises are still suitable for Tenant's authorized use, this Lease shall, at Landlord's option, continue in full force and effect, but the rent shall be equitably adjusted to reflect the impairment, if any, of tenant's use of the Premises.

Tenant waives all claims it may have to any condemnation award, whether for diminution in value of the leasehold or the fee, provided, however, that Tenant may claim such compensation from the condemning authority as may be due Tenant for damage to tenant's business and property, if such claim may be made separate from any claim by Landlord, and without prejudice to or reduction of Landlord's award.

12. **Inspection by Landlord.** Landlord, or its agents may enter the Premises during reasonable hours and with reasonable prior written or verbal notice to tenant for the following purposes; (1) to inspect the Premises; (2) to maintain or repair the Premises (if such maintenance or repair is considered necessary by Landlord in its sole discretion); and (3) to exhibit the premises to prospective purchasers, mortgagees, and tenants. Inspection is to be made with representative of Tenant.

13. **Surrender.** At the expiration of the term of this lease (whether through the passage of time or otherwise), Tenant shall surrender the Premises to Landlord in as good condition as existed when Tenant took possession, normal wear and tear, and damage by unavoidable casualty excepted. All alterations, additions, and improvements on or about the premises shall remain and become part of the Premises, and shall be surrendered in good and working order.

14. **Assignment and Subletting.** Tenant shall only be allowed to assign its interest in this lease with Landlord's prior written consent; provided, however, in the event of an assignment, that Tenant's liability for all rent due shall not be abated, and Tenant shall personally guarantee the payment of all rent from any sub-tenant, and Tenant shall remain personally liable for the remaining rent to be paid under this lease. Tenant shall also be jointly and severally liable for ALL DAMAGES caused or incurred by a sub-tenant.

15. **Prohibition against Liens.** Tenant shall not cause or permit and shall promptly remove any mechanic's or materialmen's liens imposed against the Premises for goods or services furnished to Tenant.

16. **Subordination and Attornment.** Tenant acknowledges and agrees that this lease is, at Landlord's option, subject to and subordinated to any mortgage now or hereafter placed on the Premises or on the Lease. This provision is self-executing in that it constitutes Tenant's subordination agreement, but Tenant agrees to execute any and all additional instruments reasonably requested by Landlord evidencing Tenant's subordination.

Tenant's failure to execute any instrument of subordination or attornment as provided in this paragraph constitutes a default by tenant as provided in paragraph 17.

17. **Default.** Tenant's failure to perform or comply with any provisions of the Lease constitutes a default by tenant entitling Landlord to exercise the remedies set forth in paragraph 18.

18. **Landlord's Remedies.** Upon Tenant's default, in addition to any other remedy available at law or in equity, Landlord shall have all the rights and remedies of Landlord under the Lease. Tenant agrees to pay Landlord all costs and expenses including reasonable attorneys' fees incurred by Landlord in:

- (a) Enforcing the terms of this Lease; or
- (b) Obtaining the remedies provided in the Lease or otherwise available at law or in equity.

19. **No Waiver by Landlord.** Landlord's waiver of a breach of any term of this lease is not a waiver of any subsequent breach of the same term or a waiver of any other term of the lease.

20. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the term (if the initial term is not renewed), or at the expiration of the renewal term, with Landlord's consent but without executing a new lease, Tenant will occupy the Premises as a tenant from month-to-month at a rental rate equal to twice the monthly rental installment paid during the last month of the term of this lease, and subject to all the other terms and conditions of this lease to the extent that those terms and conditions are applicable to a month-to-month tenancy.

21. **Benefits and Burdens.** The provisions of this lease bind and are for the benefit of Landlord and Tenant, their respective heirs, successors, and assigns.

22. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. **Payment of Utilities and Expenses.** Tenant shall pay for all electrical, water, and sewage utilities, all janitorial costs, and all building signage. Landlord shall pay all real estate taxes.

24. **Animals/Pets.** Tenant shall not have any animals on the premises except as provided for service animal compliance with the American's With Disabilities Act.

25. **Functioning Systems.** Tenant is accepting property in its as is condition and shall be solely responsible for any and all maintenance and upkeep.

26. **Choice of Law.** This lease shall be governed by the laws of the State of Florida.

27. **Waiver of Trial by Jury.** Landlord and Tenant waive their right to trial by jury in any action or proceeding brought by Landlord or Tenant pertaining to or in any way connected with this lease or Tenant's occupancy of the Premises.

28. **Recording.** Tenant shall not record this lease or any memorandum of this lease in the public records of Taylor County, Florida, and, if Tenant records this lease or any memorandum of this lease in violation of this provision, irrevocably appoints Landlord as Tenant's attorney-in-fact to cancel of record the recorded lease or memorandum.

29. **Time is of the Essence.** Tenant agrees that time is of the essence in the performance of all covenants and obligations required of Tenant for this lease.

30. **Attorney Fees and Costs.** In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

31. **Modification.** This lease may be modified only by a written agreement signed by all parties.

32. **Notices.** All notices or other communications required or permitted between the parties to this lease (unless otherwise specifically provided) must be in writing and delivered by hand delivery or by U.S. certified mail, return receipt requested, postage prepaid, to the addresses set forth on page 1 of this lease, or to such other address designated by the parties in writing. Notices are properly delivered when received, if delivered by hand, or when mailed, if delivered by mail, except notices of address changes which are properly delivered only when received.

**IN WITNESS WHEREOF,** the parties have executed this lease the date first stated above.

Signed, sealed and delivered  
In the presence of:

Vallerie Freeman  
Signature

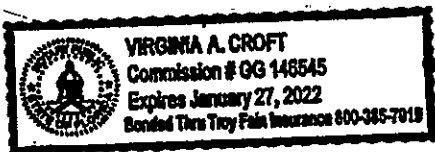
Vallerie Freeman  
Printed Name

Virginia A. Croft  
Signature

Virginia A. Croft  
Printed Name

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March 2021, by Dustin Whiddon, LANDLORD. Who hath personally appeared before me at the time of notarization, and is personally known to me or has produced N/A as identification and (did/did not) take an oath.



Landlord:  
Dustin Whiddon

Virginia A. Croft  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Tenant:  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, TENANT. Who hath personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

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

My Commission Expires:



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS FOR JAIL SEPTIC SYSTEM REPAIRS.



**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:** TO REPAIR OR REPLACE PORTIONS OF THE SEPTIC SYSTEM LOCATED AT THE COUNTY JAIL.

**Recommended Action:** APPROVE TRANSFER OF FUNDS FROM JAIL RESERVE FUND

**Fiscal Impact:** \$15,000

**Budgeted Expense:** NO

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

**Contact:** 838-3500 X 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** COUNTY JAIL STAFF HAS REPORTED THAT PORTIONS OF THE SEPTIC SYSTEM AT THE JAIL ARE IN NEED OR REPAIR AND/OR REPLACEMENT.

QUOTES WERE OBTAINED BY THE JAIL STAFF AS LISTED:

GRINDER	\$9,140
CONTROL PANEL	\$1,575
PUMP REBUILD (2)	\$3,985

PARTS FOR THE GRINDER AND CONTROL PANEL WILL BE PURCHASED DIRECTLY FROM THE MANUFACTURERS AND INSTALLED BY JAIL MAINTENANCE STAFF.

**Options:** APPROVE/NOT APPROVE

**Attachments:** EXPENDITURE REPORT

SUNGARD PENTAMATION, INC.  
DATE: 03/30/2021  
TIME: 09:50:03

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT21

SELECTION CRITERIA: expdgr.account='59917'  
ACCOUNTING PERIODS: 1/21 THRU 6/21

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 - 9001 - GENERAL FUND RESERVES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-580-590-9001-9001 - GENERAL FUND RESERVES										
59917						.00	.00		.00 BEGINNING BALANCE	
	10/01/20					75,000.00			POSTED FROM BUDGET SYSTEM	
	01/19/21					52,691.00			FYE BALANCE ADJUSTMENT	
	01/28/21			20210052		-21,000.00			RESERVE-CAPITAL/JAIL	
TOTAL						106,691.00	.00	.00		106,691.00
TOTAL TOTL/DEPT - GENERAL FUND RESERVES						106,691.00	.00	.00		106,691.00
TOTAL FUND - GENERAL FUND						106,691.00	.00	.00		106,691.00
TOTAL REPORT						106,691.00	.00	.00		106,691.00

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

## Marsha Durden

---

**From:** LaWanda Pemberton  
**Sent:** Wednesday, March 24, 2021 2:15 PM  
**To:** Marsha Durden; Agenda  
**Subject:** FW: Septic-Sewer Jail Repairs.pdf

**From:** Dannielle Welch [mailto:dwelch@taylorclerk.com]  
**Sent:** Wednesday, March 24, 2021 1:49 PM  
**To:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Subject:** RE: Septic-Sewer Jail Repairs.pdf

Yes ma'am --- I agree that the Jail -- Reserve can pay for this.

Thanks!

Dannielle

**From:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Sent:** Wednesday, March 24, 2021 10:14 AM  
**To:** Dannielle Welch <dwelch@taylorclerk.com>  
**Subject:** Septic-Sewer Jail Repairs.pdf

Please see attached quotes. I would like to request the use of Jail-Reserve funding for the needed repairs to the Jail Sewer system, if possible. I can place on the next agenda if you concur.

Thank you,  
LaWanda

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** THE BOARD TO CONSIDER APPROVAL OF DRAFT USE OF  
EMPLOYEE PHOTO, LIKENESS AND VOICE POLICY.



**MEETING DATE REQUESTED:** APRIL 5, 2021

**Statement of Issue:** TO PROVIDE EMPLOYEES WITH THE OPPORTUNITY TO  
STATE HIS/HER PREFERENCE FOR THE USE OF ANY  
EMPLOYEE PHOTO, LIKENESS OR VOICE.

**Recommended Action:** APPROVE

**Fiscal Impact:** NONE

**Budgeted Expense:** N/A

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

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE RECOMMENDATION WAS MADE AFTER THE ANNUAL  
EMPLOYEMENT LAW AUDIT PERFORMED BY THE KRIZNER GROUP TO ADD A  
POLICY TO THE TAYLOR COUNTY EMPLOYMENT MANUAL THAT PROVIDES  
EMPLOYEES WITH THE OPPORTUNITY TO STATE HIS/HER PREFERENCE FOR THE  
USE OF ANY EMPLOYEE PHOTO, LIKENESS OR VOICE USED IN EDUCATIONAL,  
RECRUITING OR PROMOTIONAL MATERIALS.

IT IS INCUMBENT ON THE EMPLOYEE TO ENSURE THAT THE FORM IS  
APPROPRIATELY COMPLETED AND, IF THE EMPLOYEE WISHES TO CHANGE HIS  
OR HER PREFERENCE, HE OR SHE COMPLETE AN UPDATED FORM.

**Options:** APPROVE/NOT APPROVE

**Attachments:** DRAFT POLICY



# Taylor County

## Board of County Commissioners'

### Policy Manual

Policy #:	Title:	Effective Date:
4.17	Use of Employee Photo, Likeness and Voice	04/05/2021

#### PURPOSE

To provide employees the opportunity to state his/her preference for the use of any employee photo, likeness or voice.

#### REFERENCE

#### POLICY

The Organization may take pictures or make recordings of its activities, including specific work tasks or company events to be used in educational, recruiting, or promotional materials. Such materials may be in different media, including the internet. The Organization has provided a Photo and Publicity Release Form to all employees at hiring and will comply with the preference indicated on that form in the use of any employee's Photo, Likeness, or Voice. It is incumbent on the employee to ensure that the form is appropriately completed and, if the employee wishes to change his or her preference, that he or she complete an updated form. The Photo and Publicity Release Form is available from Human Resources.

#### RESPONSIBLE DEPARTMENT

All Departments

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Sunset Date: NONE

DRAFT



# Taylor County

## Board of County Commissioners'

### Policy Manual

Policy #:	Title:	Effective Date:
4.17	Use of Employee Photo, Likeness and Voice	04/05/2021

#### PURPOSE

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#### RESPONSIBLE DEPARTMENT

All Departments

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Sunset Date: NONE

DRAFT



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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF DRAFT BENEFIT CONTINUATION DURING UNPAID LEAVE OF ABSENCE POLICY.

**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:** TO CLARIFY EXPECTATIONS FOR PAYMENT OF BENEFIT PREMIUMS DURING UNPAID LEAVE NOT COVERED UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND THE CONSOLIDATED OMNIBUS RECONCILIATION ACT (COBRA).

**Recommended Action:** APPROVE

**Fiscal Impact:** TBD

**Budgeted Expense:** N/A

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE RECOMMENDATION WAS MADE AFTER THE ANNUAL EMPLOYEMENT LAW AUDIT PERFORMED BY THE KRIZNER GROUP TO ADD A POLICY TO THE TAYLOR COUNTY EMPLOYMENT MANUAL THAT PROVIDES EMPLOYEES WITH THE CLARIFICATION OF PAYMENT OF BENEFIT PREMIUMS DURING UNPAID LEAVE NOT COVERED UNDER FMLA OR COBRA.

THIS POLICY CLARIFIES THAT DURING ANY UNPAID LEAVE NOT COVERED UNDER FMLA OR COBRA THE EMPLOYEE IS RESPONSIBLE FOR THE FULL COST OF BENEFITS AND WIL ONLY BE CONTINUED IF THE EMPLOYEE MAKES ARRANGEMENTS IN ADVANCE.

**Options:** APPROVE/NOT APPROVE

**Attachments:** DRAFT POLICY



# Taylor County

## Board of County Commissioners'

### Policy Manual

Policy #:	Title:	Effective Date:
4.051	Benefit Continuation During Unpaid Leave of Absence	04/05/2021

#### PURPOSE

The purpose of this policy is to clarify expectations for payment of benefit premiums during unpaid leave not covered under the Family Medical Leave Act (FMLA) and the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### REFERENCE

Personnel Manual – Leave without Pay Policy (p. 12), and Types of Leave without Pay Policy (p. 13).

#### POLICY

There are specific requirements for continuation of benefits under FMLA and COBRA. Please see those policies for details about benefit continuation under those programs.

During any other unpaid leave of absence it is the expectation that you will pay the full cost of your benefits (organization and employee share.) Coverage can only be continued if you arrange in advance to pay for your benefits.

To maintain any of your benefits (health, life, disability, etc.) you are responsible for paying the entire premium amount by the first of every month for the month of coverage. If you fail to make the payments as prescribed, coverage will be cancelled. If coverage is cancelled, your benefits will end on the last day of the month for which a premium has been paid. As a courtesy, you will be provided a notice of intent to cancel with a 15-day grace period in which to get premiums current prior to cancellation.

**RESPONSIBLE DEPARTMENT**

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**Human Resources**

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**Sunset Date: None**

**DRAFT**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC.

**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:** FOR FURTHER CONSULTING SERVICES RELATED TO THE CARES ACT PROGRAMS.

**Recommended Action:** APPROVE

**Fiscal Impact:** NOT TO EXCEED \$288,335

**Budgeted Expense:** YES

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

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** GOVERNMENT SERVICES GROUP HAS BEEN PROVIDING CONSULTING AND GRANT ADMINISTRATIVE SERVICES TO TAYLOR COUNTY FOR CARES ACT FUNDING AND PROGRAMS. THE DEADLINE FOR THE CURRENT AGREEMENT IS APRIL 1, 2021.

THIS AGREEMENT WOULD ALLOW TAYLOR COUNTY TO CONTINUE TO UTILIZE SERVICES WITH GOVERNMENT SERVICES GROUP UNTIL JUNE 1, 2021. THE LATEST PROGRAM HAS UTILIZED THE CURRENT NOT TO EXCEED AMOUNT.

**Options:** APPROVE/NOT APPROVE

**Attachments:** DRAFT AMENDMENT NO. 3  
AMENDMENT NO. 2  
LETTER FROM CONRAD BISHOP, COUNTY ATTORNEY

**AMENDMENT NO. 3 TO THE**  
**PROFESSIONAL SERVICE AGREEMENT FOR TAYLOR COUNTY**

THIS AMENDMENT entered into this 22nd day of March 2021 by and between the **BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Government Services Group, Inc. (GSG)** located at 1500 Mahan Drive, Suite 250, Tallahassee, Florida, 32308, hereinafter referred to as "Consultant".

**WHEREAS**, the parties entered into an Agreement dated August 10, 2020, for professional services for the development of the County's CARES Act Plan; and

**WHEREAS**, the Agreement provided for an initial term of five (5) weeks beginning August 10, 2020; and

**WHEREAS**, on September 1, 2020, the Board of County Commissioners directed staff to amend the contract with GSG for professional services in relation to the CARES Act Expenditure Plan and Program Management Services; and

**WHEREAS**, the parties desire to increase the total contract in the amount not to exceed \$288,335. Phase 1 \$47,045 and Phase 2 \$241,290.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This Agreement is hereby amended to extend the term beginning December 31, 2020 and ending June 1, 2021.
2. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first stated above.

**BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA**

\_\_\_\_\_  
Thomas Demps  
Chairman, District 5  
Date: \_\_\_\_\_

**Government Services Group, Inc**

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

Its: \_\_\_\_\_

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

**AMENDMENT NO. 2 TO THE**  
**PROFESSIONAL SERVICE AGREEMENT FOR TAYLOR COUNTY**

THIS AMENDMENT entered into this 4<sup>th</sup> day of January 2021 by and between the  
**BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY,**  
**FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County",  
and **Government Services Group, Inc. (GSG)** located at 1500 Mahan Drive, Suite 250,  
Tallahassee, Florida, 32308, hereinafter referred to as "Consultant".

**WHEREAS**, the parties entered into an Agreement dated August 10, 2020, for professional  
services for the development of the County's CARES Act Plan; and

**WHEREAS**, the Agreement provided for an initial term of five (5) weeks beginning August  
10, 2020; and

**WHEREAS**, on September 1, 2020, the Board of County Commissioners directed staff to  
amend the contract with GSG for professional services in relation to the CARES Act Expenditure  
Plan and Program Management Services; and


**WHEREAS**, the parties desire to increase the total contract in the amount not to exceed  
\$288,335. Phase 1 \$47,045 and Phase 2 \$241,290.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and  
agreements herein contained, the parties hereto agree as follows:


1. This Agreement is hereby amended to extend the term beginning December 31, 2020  
and ending April 1, 2021.
2. All other provisions of said Agreement not in conflict with this Amendment shall  
remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year  
first stated above.

**BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA**

  
PAM PEAGLE *Thomas D. Peagle PS*  
Chairperson  
Date: 1/4/2021

**Government Services Group, Inc**

  
By: DAVID G. JANOSKY  
Its: MANAGING DIRECTOR  
Date: 1/11/2021

*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

March 23, 2021

VIA E-MAIL

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

Re: Addendum Extension Government Services Group

Dear LaWanda:

Thank you for your e-mail of 3/22/21.

I have no objection to placing addendum 3 on the next Board agenda.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

(B)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Florida Assistance to Fire Fighters Grant Award (Round 2)

**Meeting Date:**

4/5/2021

**Statement of Issue:** Taylor County was awarded a second round of grant funding for the purchase of SCBA's. A grant agreement must be signed to accept the award.

**Recommendation:** Board to consider approval grant award and enter into the grant agreement.

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

**Submitted By:** Dan Cassel

**Contact:** \_\_\_\_\_

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The award includes the purchase of five SCBA with ten air tanks. The grant requires no matching funds. The SCBA are on the capital replacement plan and the grant award will save the county \$41,490.20. This will be the fourth consecutive award under this grant.

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

**Attachments:** 1. Grant Award Letter  
2. Grant Agreement





**JIMMY PATRONIS**  
CHIEF FINANCIAL OFFICER  
STATE FIRE MARSHAL  
STATE OF FLORIDA

March 23, 2021

**RETURN RECEIPT MAIL**

Taylor County Fire Rescue  
Attn: Dan Cassel, Fire Chief  
501 Industrial Park Dr  
Perry, FL 32348

Re: Florida Firefighter Assistance Grant Program – Round 2

Dear Chief Cassel:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2020/21 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five (5) Self-contained Breathing Apparatus not to exceed a cost of \$41,490.20. Please be advised that the approved project amount has been adjusted to include a spare cylinder for each SCBA purchased. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com). Additionally, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com). Due to COVID-19, mailed copies of the entire original contract document is not required at this time.

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

Charles Frank

Cc: Michael Tucker, Chief

Att: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR  
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING  
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374  
EMAIL • [CHARLES.FRANK@MYFLORIDACFO.COM](mailto:CHARLES.FRANK@MYFLORIDACFO.COM)  
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

**GRANT AGREEMENT  
BETWEEN  
DEPARTMENT OF FINANCIAL SERVICES  
AND  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Taylor County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2020-2021 fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

**NOW, THEREFORE,** the Department and the Grantee do mutually agree as follows:

**1. Performance Requirements:**

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

**2. Incorporation of Laws, Rules, Regulations, and Policies:**

The Parties shall comply with applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in this Agreement.

**3. Agreement Duration:**

The term of this Agreement is identified in the SOW. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

**4. Payment and Funding Considerations:**

**4.1. Funding:** This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

**4.2. Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at:

<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.

**4.3. Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

**4.4. Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from the paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

**4.5. Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

**5. Expenditures:**

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at:

<http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

## **6. Governing Laws of the State:**

**6.1. Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

**6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

**6.3. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**6.4. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

## **7. Mandatory Disclosure Requirements:**

**7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

**7.2. Convicted or Discriminatory Vendors:** The Grantee shall disclose to the Department if the Grantee is on the convicted vendor list pursuant to section 287.133(2)(a), F.S., or if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appear on the discriminatory vendor list. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory

vendor list may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under chapter 287, F.S.

**7.3. Employment Eligibility Verification:**

**7.3.1.** The Grantee is responsible for payment of costs for, and retention of records relating to, employment eligibility verification. These records are exempt from chapter 119, F.S. Verification requires the following:

- a) In cooperation with the Governor's Executive Order 11-116, the Grantee must participate in the federal E-Verify Program for Employment Eligibility Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to perform work under this Agreement during the term of this Agreement. The Grantee agrees to provide to the Department, within thirty (30) calendar days of hiring new employees to work on this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: <http://www.e-verify.gov/>; and,
- b) The Grantee further agrees that it will require each subgrantee and each contractor that performs work under this Agreement to enroll and participate in the E-Verify Program if the subgrantee or contractor hires new employees during the term of this Agreement. The Grantee shall include this provision in any subcontract and obtain from the subgrantee(s) or contractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.

**7.3.2.** Compliance with the terms of this Employment Eligibility Verification provision is an express condition of this Agreement and the Department may treat a failure to comply as a material breach of this Agreement.

**7.4. Public Records:** Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

**8. Funding Requirements of Section 215.971(1), F.S.:**

**8.1.** The Grantee shall perform all tasks contained in the SOW.

**8.2.** Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

**8.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

**8.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

**8.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

**8.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

**9. Advances.** Advances are not authorized under this Agreement.

**10. Final Invoice:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

**11. Return or Recoupment of Funds:**

**11.1.** If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

**11.2.** Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

**12. Audits and Records:**

**12.1.** Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, , or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**12.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

**12.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

**12.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

**12.5.** The Grantee shall include the aforementioned audit and record keeping requirements in all approved subgrantee agreements and assignments.

**12.6.** The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs

shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

**13. Duty of Continuing Disclosure of Legal Proceedings: N/A**

**14. Assignments, Subgrants, and Contracts:**

- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department shall be null and void. If the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

- 14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

- 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

15. **MyFloridaMarketPlace:** Disbursements of State financial assistance to a grantee are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketplace.com system.

#### **16. Nonexpendable Property:**

- 16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
- 16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 16.3. PPE and SCBA property shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 16.5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.



**17. Disposition of Property:**

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arises, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

**18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:**

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law.

**19. Data Security and Information Resource Acquisition: N/A**

**20. Insurance:**

**20.1.** The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are list in the SOW.

**20.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

**21. Patents, Copyrights, and Royalties: N/A**

**22. Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

**23. Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

**23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

**23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or

to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

- 23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- 23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
- 23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance with regard to (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
- 23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
24. **Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:  
<http://www.myfloridacfo.com/Division/AA/Vendors/>.
- Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
25. **Entire Agreement:** This Agreement, including all attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflict shall be resolved in accordance with the order of precedence as stated in the SOW.
26. **Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

**27. Termination:**

- 27.1. **Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."
- 27.2. **Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-

1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

**27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**28. Dispute Resolution:** Unless otherwise stated in the SOW, disputes concerning the performance under the Agreement shall be decided by the Department, who shall reduce the decision to writing and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of the Agreement.

**29. Indemnification:**

**29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

**29.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

**29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result) or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.
- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. Execution in Counterparts:** The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 34. Contact Information for Grantee and Department Contacts:**

**Department's Contract Manager:**

Charles Frank, State Volunteer Fire Coordinator  
Bureau of Fire Standards and Training  
Division of State Fire Marshal  
11655 NW Gainesville Road  
Ocala, FL 34482

Telephone number: (352) 369-2800  
Firefightergrant@myfloridacfo.com

**Grantee's Payee:**

Name: T.C.B.O.C.C.  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Grantee's Contract Manager:**

Name: DAN CASSEL  
Address: 501 INDUSTRIAL PARK Dr.  
PERRY FL 32348  
Phone: 850-295-1141  
Fax: 850-838-3524  
Email: DCASSEL@TAYLORCOUNTYGOV.COM

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

**35. Notices:**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms, "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Taylor County Board of County Commissioners

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

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

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

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

Department of Financial Services:

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

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

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

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

### **Attachment 1, Specific Grant Awards**

The Department has established a funding award for Grantee in an amount not to exceed \$41,490.20 for the grant period during the 2020-2021 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:  
To purchased five (5) Self-contained Breathing Apparatus.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section A.4., Deliverables, of this Agreement.

## Attachment 2, Statement of Work

### A. SCOPE OF WORK

**Project Description:** The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

Grantees shall only use funds to:

- (i) Conduct the practical skill training for the Division-provided on-line training contained in the volunteer firefighter curriculum defined in paragraph 69A-37.055(2)(a), F.A.C.
- (ii) Purchase firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements such as garments, helmets, gloves, and footwear, that complies with NFPA® No. 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition).
- (iii) Purchase self-contained breathing apparatus equipment that complies with NFPA® No. 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2019 Edition).
- (iv) Purchase fire engine pumper apparatus equipment. Funds may be used to purchase equipment or subsidize a federal grant from the Federal Emergency Management Agency (FEMA) to purchase the equipment. Such equipment may be new or refurbished and must comply with the standards in Chapter 5 of NFPA® 1901 (2016 Edition).

#### 1. Definitions:

The following definitions apply to the Agreement and its attachments:

- a. **“Combination fire department”** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b. **“Volunteer fire department”** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c. **“Fire service provider”** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any organization under contract or other agreement with such entity to provide such services.
- d. **“NFPA”** means the National Fire Protection Association.

- e. **"Personal protective equipment"** (PPE) means the firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements that complies with NFPA® 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition). For purposes of the Firefighter Assistance Grant Program, one set of PPE includes the following:
1. One coat;
  2. One pair of pants;
  3. One helmet;
  4. One pair of gloves;
  5. One protective hood;
  6. One faceshield or goggles;
  7. One pair of footwear; and
  8. One pair of suspenders.
- f. **"Self-contained breathing apparatus"** (SCBA) means the breathing apparatus that complies with the NFPA® 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2019 Edition). SCBA issued under this grant program shall have automatic-on or integrated personal alert safety system (PASS) devices. For purposes of the Firefighter Assistance Grant Program, one SCBA set includes the following:
1. One high pressure tank;
  2. One pressure regulator;
  3. One face mask;
  4. One personal alarm device; and
  5. One SCBA harness.
- g. **"Pumper fire apparatus"** means a vehicle designed to be used by a fire service provider under emergency conditions to transport personnel and equipment, and to support the suppression of fires and mitigation of other hazardous situations. This definition does not include aerial devices. For purposes of the Firefighter Assistance Grant Program, this apparatus shall fully comply with Chapter 5 of the NFPA® 1901, Standard for Automotive Fire Apparatus (2016 Edition).

## 2. The Grantee's Responsibilities:

- a. The Grantee shall perform the following tasks:
- 1) Provide to the Department within thirty (30) calendar days of grant award notification an itemized list of PPE, SCBA, or pumper fire apparatus to be purchased under this Agreement. This itemized list must include an expected cost per item.
  - 2) Provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. All training must be completed by the ending date of this Agreement. The list must provide the names of the students trained, dates the training was conducted, the instructor's name and certification number, the location of the final practical skills training, and the location of live fire training.
  - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of PPE, SCBA, or pumper fire apparatus identified as part of the grant award within thirty (30) calendar days of receiving such equipment.
  - 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within thirty (30) calendar days of receiving a Volunteer Firefighter Certificate of Completion.
  - 5) Within thirty (30) calendar days after submission of final invoices, the grantee shall return any unspent funds to the Department.



b. Performance Requirements for Deliverables:

- 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
- 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
- 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
- 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

3. The Department's Responsibilities:

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and possession of, PPE, SCBA, pumper fire apparatus, and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

4. Deliverables:

The Grantee shall perform the following tasks as specified:

Deliverable 1 - Authorized Training		
Tasks	Performance Measures and Due Date	Financial Consequences
As described in Attachment 1, Specific Grant Awards.	Submit to the Department copies of canceled checks or any other proof of payment for the pre-approved instructor cost no later than thirty (30) calendar days after submission of final invoices.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Deliverable 1 payment amount not to exceed: N/A		

<b>Deliverable 2 -- Authorized Equipment Purchases</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
As described in Attachment 1, Specific Grant Awards	<p>Submit to the Department a copy of vendor quotes showing itemized list of equipment to be purchased, cost, and estimated delivery date within thirty (30) calendar days from acceptance date of this Agreement.</p> <p>Submit to Department copies of shipping/packaging documents clearly demonstrating the equipment has been received within thirty (30) calendar days of receiving such equipment.</p>	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within thirty (30) calendar days after the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
<b>Deliverable 2 payment amount not to exceed: \$41,490.20</b>		
<b>TOTAL PAYMENT AMOUNT NOT TO EXCEED: \$41,490.20</b>		

#### **Expenditure and Reconciliation Report:**

The Grantee's Contract Manager shall reconcile and verify all funds received against all funds expended during the Agreement period. See Section B.3. below for further detail regarding the reporting of expenditures.

#### **B. SPECIAL PROVISIONS**

##### **1. Agreement Duration:**

The term of the Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded.

##### **2. Demonstration of Performance:**

The Grantee must demonstrate the provision of deliverables under the Agreement as part of its presentation of Deliverables for acceptance. Tangible deliverables shall be presented to the Department's Contract Manager for acceptance. If a Deliverable is intangible, the Grantee shall provide written correspondence as evidence of the provision of the Deliverables as described in

Section A.4. The Department may independently verify the provision of Deliverables beyond the methods described in this Section.

a. **Acceptance of Deliverables.**

In the event that the Department rejects a Deliverable, all costs associated with correction of that Deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the Deliverable shall be considered to occur when the Deliverable has been approved by the Department.

b. **Completion Criteria and Date.**

The Agreement will be considered complete upon acceptance by the Department of all of the Deliverables required under the Agreement. The final date for completion of the Agreement shall not exceed the Agreement duration, including any executed renewals or extensions.

3. **Payment Amount, Invoice Submittal, and Payment Schedule:** The Agreement is a cost-reimbursement agreement. The payment obligation of the Department shall not exceed the amount stated in Attachment 1, Specific Grant Awards. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Agreement Section 8, entitled "Funding Requirements of Section 215.971, F.S.," the Grantee's entitlement to retain funds paid by the Department is dependent upon the amount of allowable costs incurred and expended by Grantee in performance of the requirements of this Agreement.

Grantee shall provide an invoice(s) for all tasks performed in accordance with the Agreement. The documents, as identified in Section A.4., and any other documentation necessary to support payment requests, shall be submitted with the itemized invoices.

The Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

In the event of early termination, the Department shall only pay for completed and accepted deliverables.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section A.4., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in particular, as specified above in Section A.4., Deliverables, will result in assessment by the Department of the specified financial consequences. If the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.

- 7. Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
- Stop work under the Agreement on the date and to the extent specified in the notice.
  - Complete performance of such part of the work as shall not have been terminated by the Department.
  - Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
  - Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 8. Non-Discrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 9. Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.
- 10. Limitation of Liability:**
- For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
  - Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.
- 11. Records Retention:**  
The Grantee shall retain records demonstrating its compliance with the terms of the Agreement for the longer of five (5) years after the expiration of the Agreement and all pending matters or the period required 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. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for

the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014).

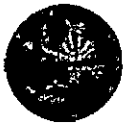
See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

**12. Attachments and Exhibits:**

Attached to and made part of the Agreement are the following Attachments and Exhibits, each of which is incorporated into, and is an integral part of, the Agreement. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:

- i. Attachment 1, Specific Grant Awards;
- ii. Attachment 2, Statement of Work;
- iii. Pages 1 through 12 of this Agreement;
- iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1); and
- v. Addendum A, Public Records Requirements.

*- End of Attachment 2, Statement of Work -*



Department of Financial Services  
*Division of Accounting and Auditing -- Bureau of Auditing*

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com)

or

Paper (hard copy):  
Charles Frank  
Bureau of Fire Standards and Training  
Department of Financial Services  
11655 NW Gainesville Road  
Ocala, Florida 34482

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.



AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Volunteer Firefighter Grant Assistance Program  
State Awarding Agency: State of Florida, Department of Financial Services  
Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006  
Amount: Not to exceed \$1,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2020-2021

2. State Project B:

*N/A*

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

**Addendum A**

1 of 2

**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone: (850) 413-3149**

**Email: [PublicRecordsInquiry@myfloridacfo.com](mailto:PublicRecordsInquiry@myfloridacfo.com)**

**Mailing Address: The Department of Financial Services  
Office of the General Counsel, Public Records  
200 E. Gaines Street, Larson Building  
Tallahassee, Florida 32399-0311**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.



**IN SERVICE TO SERVE YOU**  
TEN-8 FIRE & SAFETY, LLC  
2904 59TH AVENUE DRIVE EAST  
BRADENTON, FL 34203  
Phone : 800-228-8368  
Fax : 941-756-2598

## Sales Quote

Page: 1

Sales Quote Number: Q216882  
Sales Quote Date: 3/23/2021

Customer ID: TAYLOR COUNTY  
SalesPerson: Joey Hayes  
Email: jhayes@ten8fire.com  
Ten-8 Contact: KHANH HUYNH  
Email: khuyh@ten8fire.com

**Sell To :**

TAYLOR COUNTY FIRE DEPT.  
P.O. BOX 620  
PERRY, FL 32348

**Ship To :**

TAYLOR COUNTY FIRE DEPT.  
Attn: Chief Dan Cassel  
501 INDUSTRIAL PARK DR.  
PERRY, FL 32347

Payment Terms : NET 30 DAYS

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
MSA-G1FS422MA2C4LAR	MSA G1 SCBA TAYLOR COUNTY CONFIGURATION INCLUDES: INTEGRATED HEADS UP DISPLAY INTEGRATED VOICE AMPLIFICATION THREADED CYLINDER CONNECTION 15 YEAR WARRANTY	EACH	5	5,775.67	28,878.35
MSA-10156459	FACEPIECE,G1,FS,MD MDNC,4PT C-HARNESS	EACH	5	305.99	1,529.95
MSA-10156425-SP	CYL,G1 RC,4500 PSIG, 45MINS , SHORT.	EACH	10	1,108.19	11,081.90
FRT INCL	FREIGHT CHARGES INCLUDED	EACH			

Amount Subject to Sales Tax 0  
Amount Exempt from Sales Tax 41,490.20

**Subtotal: 41490.20**  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
**Total: 41,490.20**

This Quote is valid until 04/22/21

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at [www.ten8fire.com/returns](http://www.ten8fire.com/returns).

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider approval of request to waive an additional 50 boat ramp fees for the Hooked On Heroes-Take a Veteran Fishing event to be held on April 10, 2021.

**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:** To waive boat ramp fees for all participants during event.

**Recommended Action:** Approve

**Fiscal Impact:** \$250

**Budgeted Expense:** N/A

**Submitted By:** Michael Newman, County Commissioner District 3

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Hooked on Heroes is a non-profit organization that serves Veterans of all branches. This request would waive additional fees for all participants.

**Options:** Approve/not approve

**Attachments:**

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION DECLARING APRIL AS WATER CONSERVATION MONTH IN TAYLOR COUNTY, AS REQUESTED BY THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT.

MEETING DATE REQUESTED:

APRIL 5, 2021

Statement of Issue:

2021 MARKS THE 22<sup>ND</sup> YEAR ANNIVERSARY SINCE APRIL WAS FIRST ESTABLISHED AS WATER CONSERVATION MONTH IN FLORIDA. THIS PROCLAMATION PROVIDES AN OPPORTUNITY TO INCREASE PUBLIC AWARENESS ABOUT THE IMPORTANCE OF WATER CONSERVATION THUS PROTECTING AND PRESERVING OUR STATE AND LOCAL WATER RESOURCES.

Recommended Action:

APPROVE THE PROCLAMATION

Fiscal Impact:

N/A

Budgeted Expense:

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

PROCLAMATION

## **Proclamation**

### **Taylor County, Florida**

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, The State of Florida, Water Management Districts and Taylor County are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, Taylor County and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, Taylor County has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE**, be it resolved that by the Board of County Commissioners in Taylor County, Florida, this 5<sup>th</sup> day of April, 2021, that we do hereby the month of April, 2021 as

### **Water Conservation Month**

Taylor County, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

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Pam Feagle, Chair, District Four  
Board of County Commissioners

---

Jamie English, District One  
Board of County Commissioners

---

Jim Moody, District Two  
Board of County Commissioners

---

Thomas Demps, District Five  
Board of County Commissioners

---

Gary Knowles  
Clerk of Courts

---

Michael Newman, District 3  
Board of County Commissioners



16

**Quote For:**

**Taylor County Sheriffs Office  
Attn: Thomas Gunter**

**Reference:**

**Taylor County Sheriff 19 Bundles**

**Quote By:**

**WatchGuard Video  
Dana Reynolds**

**Date: 03-09-21**

**Serving Law Enforcement with the Most Compelling, Quality Video Products**





# FACT SHEET

## MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

### TECHNOLOGY PLATFORMS



**MISSION-CRITICAL  
COMMUNICATIONS**



**COMMAND CENTER  
SOFTWARE**



**VIDEO SECURITY &  
ANALYTICS**



**MANAGED &  
SUPPORT SERVICES**

### BY THE NUMBERS

**\$7.3 BILLION**

in annual sales (2018)

**\$637 MILLION**

in R&D spending (2018)

**\$3.3 BILLION**

in acquisitions spending since 2016

**17,000+ EMPLOYEES**

in 60 countries

**100,000+ CUSTOMERS**

in over 100 countries

**6,900+ PATENTS**

granted and pending

**13,000 NETWORKS**

across the globe

### AWARDS

**The Wall Street Journal** Management Top 250,  
No. 92, November 2019

**WayUp** Top 100 Internship Programs, August 2019

**Fortune** World's Most Admired Companies,  
No. 3 in Networks and Other Communications  
Equipment, January 2019

**Forbes** World's Best Employers, October 2018

**Dow Jones** Sustainability North American Index,  
September 2018

### CHAIRMAN & CEO

Greg Brown

### HEADQUARTERS

500 W. Monroe  
Chicago IL USA

### MEDIA CONTACT

Brittany Kelly | 224-246-3914  
brittnay.kelly@motorolasolutions.com



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)

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**WatchGuard Video**

415 E. Exchange

Allen, TX 75002

(P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Taylor County Sheriffs Office - Attention: Thomas Gunter

Taylor County Sheriff 19 Bundles

**QUOTATION - WDR-0019-03****DATE: 03-09-21**

Deliverables / Materials / Services	Qty	Rate	Amount
<b>Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$69 per Month</b>	6	\$4,140.00	\$24,840.00
<b>AAS-BWC-5YR-001 (PaaS)</b>			
Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.			
User licenses on a per-device basis.			
EvidenceLibrary.com and select CommandCentral evidence capture, records, and community engagement capabilities included.			
Body-worn camera (battery + choice of mount included)			
Third year technology (Hardware) refresh.			
5-year agreement (billed Quarterly or Annually)			
Advanced hardware replacement service & 24/7 support			
No-Fault hardware warranty			
<b>Integrated Body-worn camera and In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$218 per Month</b>	19	\$13,080.00	\$248,520.00
<b>AAS-ICV-BWC-5YR (PaaS)</b>			
Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.			
User licenses on a per-device basis.			
EvidenceLibrary.com and select CommandCentral evidence capture, records, and community engagement capabilities included.			
Body-worn camera (choice of mount)			
Third year technology (Hardware) refresh.			
CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch)			
Third year technology refresh			
In-Car Video System (Choice of forward camera)			
Includes 200GB DVR, Control panel & Infrared cabin camera			
WiFi Dock			
HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch			
5-year agreement (billed Quarterly or Annually)			
No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support			

Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month	3	\$1,800.00	\$5,400.00
AAS-BWC-XFS-DOC (PaaS)			
8-Bay Ethernet Transfer Station			
Ethernet Cable, Rack mount (optional) & Power Cord			

Upload Server - Video-as-a-Service Package @ \$100 per Month	1	\$6,000.00	\$6,000.00
AAS-UPL-SVR-001 (PaaS)			
Upload Server			
Fast video offload, 8 TB of storage, 5 Year Warranty			

<b>Subtotal Price</b>	<b>\$284,760.00</b>
-----------------------	---------------------

Deliverables / Materials / Services	Qty	Rate	Amount
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	10	\$99.00	\$990.00
VIS-300-BAT-RMV (PaaS)			
4RE Interview Room Camera System. Includes dome camera, microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software. Supports the addition of a second camera.	1	\$4,995.00	\$4,995.00
4RE-STD-GPS-RV2 (PaaS)			

MCA Onsite Deployment	1	\$7,200.00	\$7,200.00
On Site Services (PaaS)			

<b>Subtotal Price</b>	<b>\$13,185.00</b>
-----------------------	--------------------

<b>Total Price</b>	<b>\$297,945.00</b>
<b>Amortized</b>	<b>\$297,945.00</b>
<b>Due Now</b>	<b>\$0.00</b>
<b>Annual Invoice</b>	<b>\$59,589.00</b>

**Purchase as a Service (PaaS)  
Financial Profile**

Total Price:	\$297,945.00
Contract Term:	5 Years
Monthly Payments:	\$4,965.75

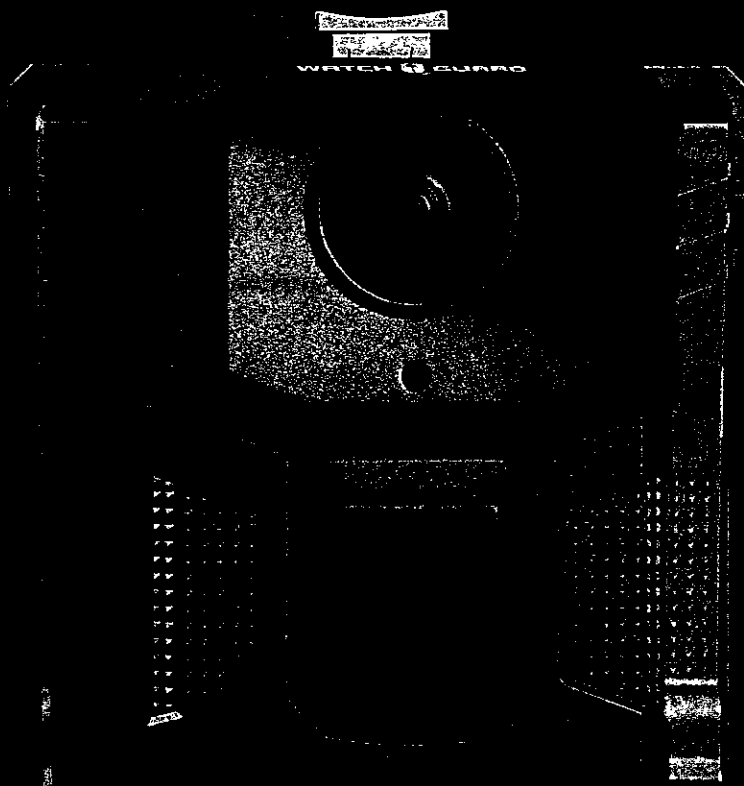
Annual Invoice:	\$59,589.00
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**Notes:**

1. Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.
2. Payment Terms: (net 30 days) - Equipment upon shipment; Installation upon completion; Services and Subscription Agreements upfront
3. This Quote is valid for thirty (30) days from date of issue.

**Quoted by:**

**Dana Reynolds - Customer Engagement Representative - 800-605-6734 - [dana.reynolds@motorolasolutions.com](mailto:dana.reynolds@motorolasolutions.com)**



## WATCHGUARD V300 CONTINUOUS-OPERATION BODY CAMERA

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



## KEY FEATURES

**DETACHABLE BATTERY** – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

**AUTOMATIC WIRELESS UPLOADING** – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

**INTEGRATED WITH IN-CAR SYSTEM** – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

## SPECIFICATIONS

Weight  
6.8 ounces

Depth  
1 1/8"

Storage  
128 GB

IP Rating  
IP 67

Resolution  
1080p, 720p and 480p

**NATURAL FIELD OF VIEW** – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

**ABSOLUTE ENCRYPTION** – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

**RECORD-AFTER-THE-FACT** – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

Microphones  
Dual

Vertical Field of View  
Electronic Turret +15° /- 20°

Field of View  
130°

Encryption  
At rest and in transit

For more information visit [www.watchguardvideo.com](http://www.watchguardvideo.com)



**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)

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# WATCHGUARD 4RE®

## HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.



## KEY FEATURES

**INTUITIVE CONTROL** – Icon-driven user interface and direct access keys make operation quick and simple.

**FULLY INTEGRATED WITH BODY CAMERA** – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized video of an event from multiple vantage points.

**UPLOAD ANYWHERE, ANYTIME** – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

**SMART, EVENT-BASED RESOLUTION RECORDING** – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

**FULL PANORAMIC HD COVERAGE** – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

**NEVER MISS AN INCIDENT** – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

**DUAL DRIVE ARCHITECTURE** – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail  
Panoramic X2 Camera



Zero Impact On Line Of Sight  
Zero Signaling (Zell) Camera



12X Optical Zoom  
34 Mini Zoom Camera



Infrared Illumination  
Infrared Copsin Camera



Added Viewing  
Side Or Rear Facing Camera

## SPECIFICATIONS

Hard Drive Storage Capacity  
256GB

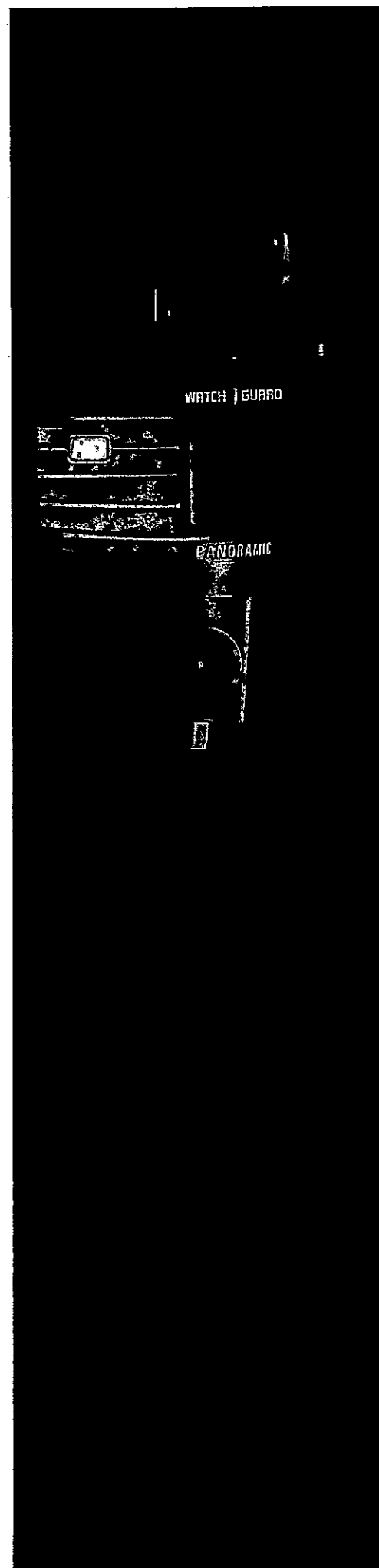
Certified to Military Specification  
MIL STD 810-G

Operation Conditions  
-40 °F to 185 °F

Integrated and GPS for Speed and Location  
YES

Integrated Crash Detection  
YES

Hours of Recording  
Up to 80 hours



For more information, visit [motorolasolutions.com/in-car](http://motorolasolutions.com/in-car)



**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)

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# VIDEO-AS-A-SERVICE

## GET YOUR CAMERAS AND GET GOING

Our simple pay-as-you-go program helps you get everything needed for your body-worn and in-car camera video policing program without any upfront investment.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering its body-worn cameras, in-car video systems, evidence management software and support services through Video-as-a-Service.

With no up-front investment required, you can deploy a new camera system and start using it immediately under a simple pay-as-you-go program. Everything you need is provided, including unlimited system users, unlimited data storage, 24/7 support and no-fault warranty coverage.

### **NO NEED TO RAISE FUNDS**

Simply get what you need with no up-front investment and pay as you go. Turn a large capital investment into a manageable operation expense.

### **BUDGET PREDICTABILITY**

Plan with confidence. The camera system, software, video storage and maintenance are included at a price that stays the same each month.

### **ASSURED PERFORMANCE**

Get five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support, for assured performance and a worry-free experience.

### **TECHNOLOGY REFRESH**

Receive free body-worn cameras and batteries during the program to refresh your inventory, keeping you current with the latest technology.



# PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
<b>Systems</b>	WatchGuard V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and PlateSearch® software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body Camera System + In-Car System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
<b>Evidence Management</b>	WatchGuard EvidenceLibrary.com cloud-based management system. Unlimited users, unlimited storage, unlimited sharing.		
<b>Support</b>	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
<b>Refresh</b>	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit  
[motorolasolutions.com/video-as-a-service](https://motorolasolutions.com/video-as-a-service)



## Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between WatchGuard Video, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**WatchGuard**") and the entity set forth in the signature block below ("**Customer**"). WatchGuard and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA or available online at [www.WatchGuardsolutions.com/legal](http://www.WatchGuardsolutions.com/legal) (each an "**Addendum**", and collectively the "**Addenda**"). WatchGuard may modify such online terms at any time by posting notice of modification on such site. In addition, the Parties may agree upon statements of work, quotes, technical, and other ordering documents setting forth the Products and Services to be provided by WatchGuard and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by law or procurement procedures, proposals submitted in response to a competitive procurement process will be deemed Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** WatchGuard will sell equipment and license software, including software as a service and subscription based software service offerings (the "**Products**") to Customer to the extent set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

#### 2.2. Services

**2.2.1.** WatchGuard will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

**2.2.2. Integration Services; Maintenance and Support Services.** If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at Customer Sites, as defined below ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as Software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document, and any applicable project schedules, Deliverables, and Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals ("**Documentation**"). Documentation is and will be owned by WatchGuard, and unless otherwise set forth in an Addendum or Ordering Document, WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Deliverables. As part of the Products and Services, WatchGuard may provide deliverables such as reports, specifications, designs, plans, drawings, analytics, or other technical or business information to Customer as more fully described in an Addendum or Ordering Document ("**Deliverables**"). All Deliverables are and will be owned by WatchGuard, and unless otherwise set forth in an Addendum or Ordering Document, WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Deliverables solely for its internal business purposes in connection with the Products and Services. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from WatchGuard. WatchGuard makes no warranties and disclaims all liabilities regarding any such

recommendations, and Customer accepts full responsibility for the implementation of, or results from, such recommendations.

**2.7. WatchGuard Tools and Equipment.** As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

**2.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

**2.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the cost or time required to perform the Services, the Parties will also adjust the Fees and project schedule. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.3. Suspension of Services.** WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform; (e) laws or regulations change in a manner that makes compliance difficult or unreasonably costly.

**3.4. Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

#### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document.

Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

**5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for its installation and use of the Products and Services at each applicable location (each, a "Site"), including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to any such Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing the Customer-Provided Equipment and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer- Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify WatchGuard of any Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-WatchGuard Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data, not provided by WatchGuard (collectively, "**Non-WatchGuard Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-WatchGuard Content in connection with the Products. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with subscription-based Products), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard's policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard's systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. WatchGuard Warranties.** Subject to the disclaimers below, WatchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Customer's sole and exclusive remedy for any breach of the representations and warranties set forth in this **Section 6.2 – WatchGuard Warranties** will be that WatchGuard will use commercially reasonable efforts to remedy any confirmed material nonconformities or material defects in the applicable Services. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured hardware, WatchGuard-owned Software, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.



**6.3. Warranty Claims.** To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in the applicable Addendum or Ordering Document. Upon receipt of such claim, WatchGuard will investigate the claim and repair or replace any non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S REQUIREMENTS.

## **7. Indemnification.**

**7.1. General Indemnity.** WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") to the extent caused by WatchGuard's gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to

continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, including subscription-based software services) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is an equipment product, including equipment with embedded Software).

7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold WatchGuard and its subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**WATCHGUARD PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION-BASED PRODUCT OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION-BASED PRODUCT OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against an WatchGuard Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being

clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, Documentation, and any Deliverables, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy; reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## 10. Proprietary Rights; Data; Feedback.

**10.1. Data Definitions.** The following terms will have the stated meanings: “**Customer Contact Data**” means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by WatchGuard’s support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; “**Third-Party Data**” means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**WatchGuard Data**” means data owned or licensed by WatchGuard; “**Feedback**” means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. WatchGuard Materials.** Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, “**WatchGuard Materials**”). The Products and Services, WatchGuard Data, Third-Party Data, Documentation and Deliverables, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below

and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the Controller and WatchGuard is the Processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-Processors**.

#### **10.4. Processing Customer Data.**

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. In addition, to the extent permitted by law, Customer grants WatchGuard and its subcontractors the right to use Customer Data and a royalty-free, worldwide, non-exclusive, perpetual, and irrevocable license to use Customer Data to develop, sell, and license anonymized Customer Data to third parties, including in an aggregated format. Customer agrees that this Agreement, along with the Documentation and applicable Deliverables, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a Processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-Processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion.** Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any

requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

**10.6. Service Use Data.** Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and WatchGuard Data.** WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (f) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (g) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

**11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in



person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

### **13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any Software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with

applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or

modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**WatchGuard: WatchGuard Video, Inc.**

**Customer:** 

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

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

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

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

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

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

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

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

## Subscription Services Addendum

This Subscription Services Addendum (this "SSA") is entered into between WatchGuard Video, Inc. , with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity set forth in the signature block below or in the MCA ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the "MCA"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This SSA governs Customer's purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Additional Subscription Service-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer. "Subscription Services" means subscription-based software Products.

### **2. Delivery of Subscription Services.**

**2.1. Delivery.** During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of the Agreement, subject to any interruptions caused by planned downtime, unavailability due to reasons beyond Motorola's reasonable control, or disruptions caused by Customer, third parties, Customer-Provided Equipment, Non-WatchGuard Content, or third-party software, systems, applications, or hardware. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Services or upon WatchGuard otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Services.

**2.2. Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Service may be subject to additional Fees.

**2.3. User Credentials.** If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

**2.4. Beta Services.** If WatchGuard makes any beta version of a software application ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own

discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Subscription Services License and Restrictions.**

**3.1. Subscription Services License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Services identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Services only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

**3.2. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Subscription Services are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Services. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Services) in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Services or software used to provide the Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Services, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Service or its related systems or networks.

### **4. Term.**

**4.1. Subscription Terms.** The duration of Customer's subscription to the first Subscription Service ordered under this SSA (or the first Subscription Services, if multiple are ordered at once) will commence upon delivery of such Subscription Service(s) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "Initial

**Subscription Period**). Following the Initial Subscription Period, Customer's subscription to the Subscription Service(s) will automatically renew for additional twelve (12) month periods (each, a **"Renewal Subscription Year"**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **"Subscription Term"**.) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Service will (a) commence upon delivery of such Subscription Service, and continue until the conclusion of Customer's then-current Subscription Term (a **"Partial Subscription Year"**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the **"SSA Term"**) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Services License and Restrictions** of this SSA, or any other provision related to Subscription Service license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Service, Motorola, Motorola's systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Wind Down of Subscription Service.** In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Service to customers.

**5. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services may include certain one-time Fees, such as start-up

fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Services if Customer fails to make any payments when due.

**6. License True-Up.** WatchGuard will have the right to conduct an audit of total licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

**7. Representations and Warranties; Liability.**

**7.1. WatchGuard Warranties.** Subject to the disclaimers set forth in the MCA and this SSA, WatchGuard represents and warrants that, following delivery of the Subscription Services, the functionality of the Subscription Services will materially conform with this Agreement and descriptions in the applicable Ordering Document. Customer's sole and exclusive remedy for any breach of the representations and warranties set forth in this **Section 7.1 – WatchGuard Warranties** will be the right to terminate the Subscription Term for the applicable Subscription Service.

**7.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**7.3. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in the MCA or **Section 7.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

**8. Security and Privacy.** The Subscription Services will comply with the applicable provisions of the Motorola Privacy Statement at <https://www.motorolasolutions.com/en-us/about/privacy-policy.html#privacystatement> and the WatchGuard Security Policy at [www.motorolasolutions.com/legal](http://www.motorolasolutions.com/legal), as each may be updated from time to time; provided, however, that changes will not result in a material reduction in the level of security of the Subscription Services during a Subscription Term. Customer will establish and maintain its own privacy and security policies and procedures, and is solely responsible for ensuring its, and the Authorized Users', compliance with the FBI CJIS Security Policy and other privacy and security laws, regulations, and policies.

**9. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6 – License True-Up; Section 7.2 – Additional Exclusions; Section 9 – Survival.**

The Parties hereby enter into this SSA as of [REDACTED] (the "SSA Date").<sup>1</sup>

**Motorola: WatchGuard Video, Inc.**

**Customer:** [REDACTED]

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

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

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

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

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

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

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

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



## Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this "EPSLA") is entered into between WatchGuard Video, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("WatchGuard") and the entity set forth in the signature block below or in the MCA ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the "MCA"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This EPSLA governs Customer's purchase of Equipment and license of Software Products (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties' Agreement. "Equipment" means hardware Products provided by WatchGuard; and "Software" means software preinstalled on Equipment and software Products provided by WatchGuard, including, software that may be installed on Customer-Provided Equipment in accordance with this EPSLA (as applicable).

### **2. Delivery of Equipment and Software.**

**2.1. Delivery and Risk of Loss.** WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

**2.2. Delays.** Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**2.3. Online Orders.** If Customer registers with, and places orders through, WatchGuard Online ("MOL"), then this Agreement will be considered the "Underlying Agreement" for such MOL orders, rather than the MOL On-Line Terms and Conditions of Sale (and this Agreement will supersede such terms). MOL registration and other information may be found at <https://businessonline.WatchGuardsolutions.com> and the MOL telephone number is (800) 814-0601.

### **3. Software License and Restrictions.**

**3.1. Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Software remotely from any location.

**3.2. Subscription License Model.** If the Parties mutually agree that any Product purchased under this EPSLA will be replaced with or upgraded to a subscription-based Product, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such subscription-based Products will be governed by the terms of the applicable Addendum under this Agreement.

**3.3. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.4. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Software or Documentation to be placed in the public domain; (f) use the Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

**3.5. Copies.** Customer may make one (1) copy of the Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Software during such Software license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed

from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

**3.6. Resale of Equipment.** Equipment contains embedded Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Software license terms, including the obligation to pay relevant license fees, from such third party.

#### **4. Term.**

**4.1. Term.** The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.2. Termination.** Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Software License and Restrictions** of this EPSLA, or any other provision related to Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation.

**4.3. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for subscription-based Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such subscription-based Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

**5. Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon WatchGuard's delivery of Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced

therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

## **6. Representations and Warranties; Liability.**

**6.1. WatchGuard Warranties.** Subject to the disclaimers set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the “**WatchGuard Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the WatchGuard Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard’s sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Software Warranty applies only to the most current version of the Software issued by WatchGuard, and issuance of updated versions of any Software does not result in a renewal or extension of the WatchGuard Software Warranty beyond the ninety (90) day warranty period.

**6.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION- BASED SERVICES; OR (L) BETA SERVICES.

**6.3. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. **Copyright Notices.** The existence of a copyright notice on any Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

8. **Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this EPSLA as of [REDACTED] (the "EPSLA Date").<sup>1</sup>

**WatchGuard: WatchGuard Video, Inc.**

**Customer:** [REDACTED]

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

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

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

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

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

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

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

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



8<sup>th</sup> of January 2021

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System, the High-Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

#### **4RE**

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

#### **Wireless Microphone**

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.



### VISTA, VISTA WiFi, & VISTA XLT

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A.. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
  - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
  - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
  - Quick Connect Mobile Charger
  - VISTA XLT Point-of-View Mounting

### V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and EvidenceLibrary.com video and evidence management applications.
  - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
  - Wireless Uploading - Send critical video back to headquarters while still in the field.
  - Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
  - Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
  - Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,

Troy Montgomery

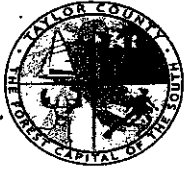
*Director of Sales*

WatchGuard Video, Inc.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve Resolution to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations as required to receive grant awards from the Community Development Block Grant (CDBG) programs (Section 104 of the Housing and Community Development Act of 1974).

**MEETING DATE REQUESTED:**

**April 5, 2021**

**Statement of Issue:** Board to review and approve Resolution

**Recommended Action:** Approve Resolution

**Fiscal Impact:** This is a requirement to receive funding assistance through the CDBG program.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox, Grants

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Department of Economic Opportunity, Community Development Block Grant Program requires the County to adopt a formal policy to prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations per 42 United States Code 5304 (a) (1) (1) enacted as Section 104 of the Housing and Community Development Act of 1974 for the County to be eligible to receive grant funding. The Board approved this policy as required to receive CDBG grants June 20, 2017. We are required to update the Board's signature to be eligible for future funding. The County currently has a grant application pending review in the amount of \$750,000 which will be used for housing rehabilitation and demolition and reconstruction of homes in 51% or more in disrepair to qualified applicants. Mobile homes are eligible for this program.

**Attachments:** Resolution and information on requirement





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### RESOLUTION

A RESOLUTION OF TAYLOR COUNTY, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Whereas 42 United States Code 5304(a)(1)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

Whereas 42 United States Code 5304(a)(1)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

Therefore and henceforth, it is the policy of the County to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the County's power and authority to do so.

All other resolutions and policies or sections of resolutions and policies of the County in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the Board of County Commissioners of Taylor County, Florida on this \_\_\_\_ day of \_\_\_\_\_, 2021.

TAYLOR COUNTY BOARD  
OF COUNTY COMMISSIONERS


\_\_\_\_\_  
THOMAS DEMPS, CHAIRMAN

ATTEST: .

\_\_\_\_\_  
GARY KNOWLES, CLERK OF COURTS



10. Please upload a copy of the applicant's CDBG Procurement Policy that complies with all of the requirements of 2 CFR 200.317-.326, Chapter 73C-23, Florida Administrative Code (FAC), and with Section 287.055, Florida Statutes (F.S.).
11. Please upload a copy of the applicant's Citizen Complaint Policy that requires written responses to written complaints and grievances within 15 days of receipt. The policy may be part of the Citizen Participation Plan in some local governments.
12. Please upload a copy of the applicant's Citizen Participation Plan that meets the requirements of Section 104(a)(3) of Title I of the Housing and Community Development Act of 1974 and 73C-23.0041(3), FAC. Please also provide documentation to show the date of adoption.
13. Please upload a copy of the applicant's Community Development Plan that identifies community development and housing needs and specifies both long and short term goals or a copy of the resolution wherein the Comprehensive Plan was designated as the Community Development Plan, if not provided in the application.
14. Please upload a copy of the applicant's Equal Employment Opportunity Ordinance or Resolution which protects all employees of the applicant and the applicant's contractors from discrimination on the basis of race, color, religion, sex, national origin, disability, age and genetics, and documentation of when the ordinance was adopted.
15. If the applicant adopted a Fair Housing Ordinance or Resolution after the application was submitted, please upload a copy of the ordinance or resolution showing that it references race, color, religion, sex, handicap, familial status, and national origin and provide documentation of when the ordinance was adopted.
16. If available, please upload a copy of the applicant's Minority- and Women-Owned Business Enterprises (M/WBE) List for use when soliciting for construction bids for its CDBG-funded activities and to provide to its prime contractor when recruiting subcontractors.
17. Please upload a copy of the applicant's Section 504/Americans with Disabilities Act (ADA) Ordinance or Resolution which protects all employees of the applicant and the applicant's contractors from discrimination on the basis of race, color, religion, sex, national origin, disability, age and genetics, and documentation of when the ordinance was adopted.
18. Please upload a copy of the results of the applicant's Self-Evaluation to determine if its facilities comply with the Section 504/ADA requirements, if applicable.
19. Please upload a copy of the applicant's Transition Plan to upgrade its facilities to correct all Section 504/ADA violations found during the Self-Evaluation, if applicable.
20. Please upload a copy of the applicant's policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction. [42 U.S.C. 5304(f)]
21. Please upload a copy of a list of any persons or businesses to the displaced as a result of CDBG-funded activities, if applicable.
22. If M/WBE contracting achievement points were claimed and supporting documentation was not

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b>	COMMISSIONERS TO CONSIDER APPROVAL OF CONSTRUCTION & MAINTENANCE AGREEMENT FOR CONSTRUCTION OF THE SIDEWALK ALONG OLD DIXIE HIGHWAY UNDER THE FDOT LOCAL AGENCY PROGRAM.
	
<b>MEETING DATE REQUESTED:</b>	April 5, 2021

**Statement of Issue:** The Florida Department of Transportation has requested that Taylor County execute a Construction & Maintenance Agreement associated with construction of the Old Dixie Highway Sidewalk.

**Recommended Action:** The Board should approve the Construction & Maintenance Agreement and further, adopt a Signature Authorization Resolution authorizing execution of the agreement by the Chairperson.

**Fiscal Impact:** STAFF INVOLVEMENT

**Budgeted Expense:** N/A

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The Board of County Commissioners approved a request received from FDOT on July 17, 2018 regarding a proposed Local Agency Program (LAP) project to construct an approximately 1.5 mile sidewalk along Old Dixie Highway from Southside Park on Plantation Road to Jefferson Street. That agreement obligated Taylor County to manage the FDOT selected design consultant, Element Engineering, develop the bid package and select the construction contractor. Design of the project was completed, the bid package advertised and bid responses received by the BOCC on March 16<sup>th</sup>. The Bid Committee is reviewing those bids and will be making a recommendation once that review is complete. Also under the terms of the LAP agreement, Taylor County is responsible to manage the construction contract once selection is approved by FDOT. Construction of the project is required to be completed no later than December 31, 2022 with construction funding being provided entirely through FDOT.

Due to the associated federal funding of the Local Agency Program project, FDOT is required to execute a Construction & Maintenance Agreement with the Local Agency (Taylor County) to ensure the continued operation and maintenance responsibility of the Off-System project. The Agreement is an affirmation by the Local Agency that continued operation and maintenance responsibility will remain with the Local Agency once the project's construction is complete. See attached.

**Options:**

- 1) Accept and approve the FDOT Construction & Maintenance Agreement for the Old Dixie Highway Sidewalk LAP Project and adopt the Signature Authorization Resolution authorizing its execution by the Chairperson.
- 2) Modify or reject the proposed agreement and state reasons for such.

**Attachments:**

Authorizing Signature Resolution  
Construction & Maintenance Agreement

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

***Old Dixie Highway Sidewalk - Signature Authorization***

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction & Maintenance Agreement associated with the construction of a sidewalk along Old Dixie Highway from Southside Park to Jefferson Street in Taylor County, and

**WHEREAS,** the Construction & Maintenance Agreement reaffirms Taylor County's obligation for continued operation and maintenance of that portion of the sidewalk within Taylor County Right-of-Way once constructed, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Old Dixie Highway Sidewalk Construction & Maintenance Agreement.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
THOMAS DEMPS, Chairperson

ATTEST:

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

## **CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and also known as CR 30/Old Dixie Highway ("CR 30"), as more particularly shown in red on **Exhibit "A"**; and
2. The Agency desires to construct a transportation project on the Property consisting of an approximately five foot wide sidewalk commencing at Plantation Road and extending approximately 1.5 miles to State Road 55 ("SR 55"), inclusive of concrete driveway turnouts and ADA improvements (collectively referred to herein as "Improvements"), as more specifically identified in yellow on attached **Exhibit "B" Composite B-1 through B-15**; and
3. The Department is amenable to the Agency's request to construct the Improvements pursuant to the terms and conditions of this Agreement; and
4. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department, by and through execution of a separate Local Agency Program ("LAP") Agreement executed by and between the Department and Agency on January 06, 2021, see attached **Exhibit "C"**; and
5. The Agency shall construct the Improvements; and
6. Upon completion of construction, the Agency shall perpetually own, operate and repair the Improvements; and
7. The Agency by Resolution \_\_\_\_\_ dated \_\_\_\_\_ authorizes its representative to enter into this Agreement, see attached **Exhibit "D"**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

### **1. RECITALS AND EXHIBITS**

The above recitals and the attached exhibits are specifically incorporated herein by reference and made part of this Agreement.

### **2. EFFECTIVE DATE**

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

### **4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

### **5. E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state

contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PRECONSTRUCTION ACTIVITIES**

The Department is hereby authorized to act on the Agency's behalf and engage in various preconstruction activities related to the Improvements. The Department is under no obligation to engage in preconstruction activities and the decision to do so shall be within the Department's sole discretion. Preconstruction activities include, by way of example and without limitation, the acquisition of right of way or assistance in obtaining various permits. In those instances where the Department acquires right of way or a permit on behalf of the Agency, regardless of whether the Department or the Agency provides the funding, the Agency shall immediately accept the right of way or permit upon delivery or any means of conveyance as allowable by law, as the case may be, by the Department without condition or delay.

#### **9. CONSTRUCTION**

The Agency shall construct the Improvements in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and applicable Governmental Law.

#### **10. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall own, operate, maintain, and repair the Improvements, therein, at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements, therein. Should the City fail to operate, maintain, and repair the Improvements, therein, in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the City agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the City shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the City of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and Improvements pursuant to Paragraph 3 above should the events described in Paragraph B occur.

#### **11. FEDERAL NON-PARTICIPATION/FUNDING**

A. The parties agree that any Improvements constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the



Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

- a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.
- b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.
- c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.
- d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

## **12. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

## **13. INDEMNIFICATION**

A. To the extent permitted by law, the Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and

criminal environmental liability arising, directly or indirectly under any Governmental Law; including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4) Florida Statutes, as the same may be amended from time to time.

#### **15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Perry Maintenance Engineer  
657 Plantation Road MS 2601  
Perry, FL 32348

Agency: Taylor County  
Attention: Kenneth Dudley  
201 East Green Street  
Perry, FL 32347

#### **16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

## **20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

## **21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

## **22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

## **23. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

## **24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

## **25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

## **26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

## **27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

## **28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

## **29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

## **30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be

included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

### **31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

### **32. PUBLIC RECORDS**

The Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2  
386-758-3727  
D2prcustodian@ dot.State.FL.us  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

### **33. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the

Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of forty-nine (49) pages.

**Florida Department of Transportation**

**Attest:**

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

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

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two Secretary

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

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

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation

**Clay County**

**Attest:**

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

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

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

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

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

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

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

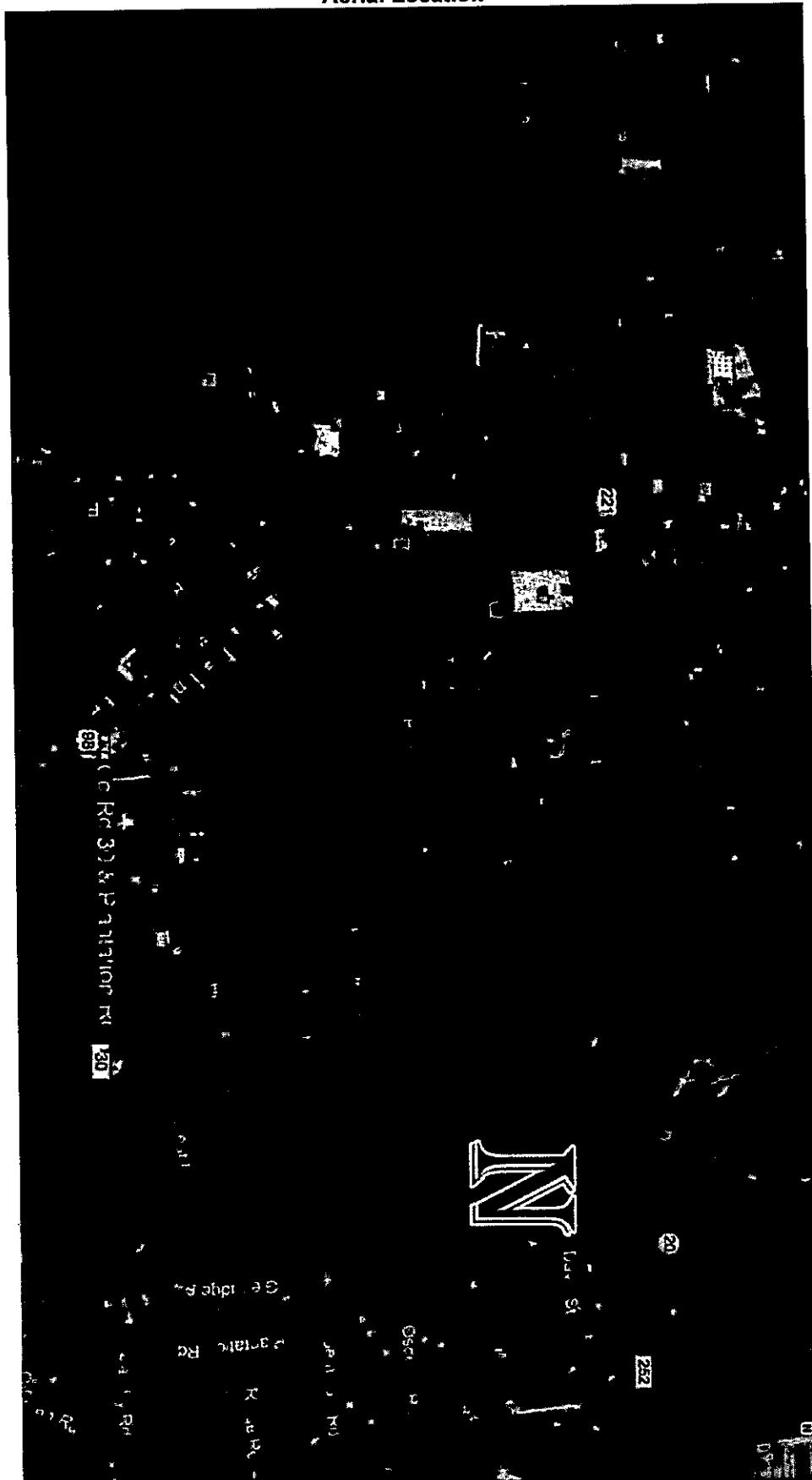
Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency

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**EXHIBIT "A"**  
**Aerial Location**



Financial Project Id. No.: 435683-2-58-01  
Federal Id. No.: D219-135-B  
Project Description: Sidewalk Old Dixie Highway from Southside Park to SR 55  
Off System Agency Construct & Maintain

**EXHIBIT "B"**  
**Composite B-1**

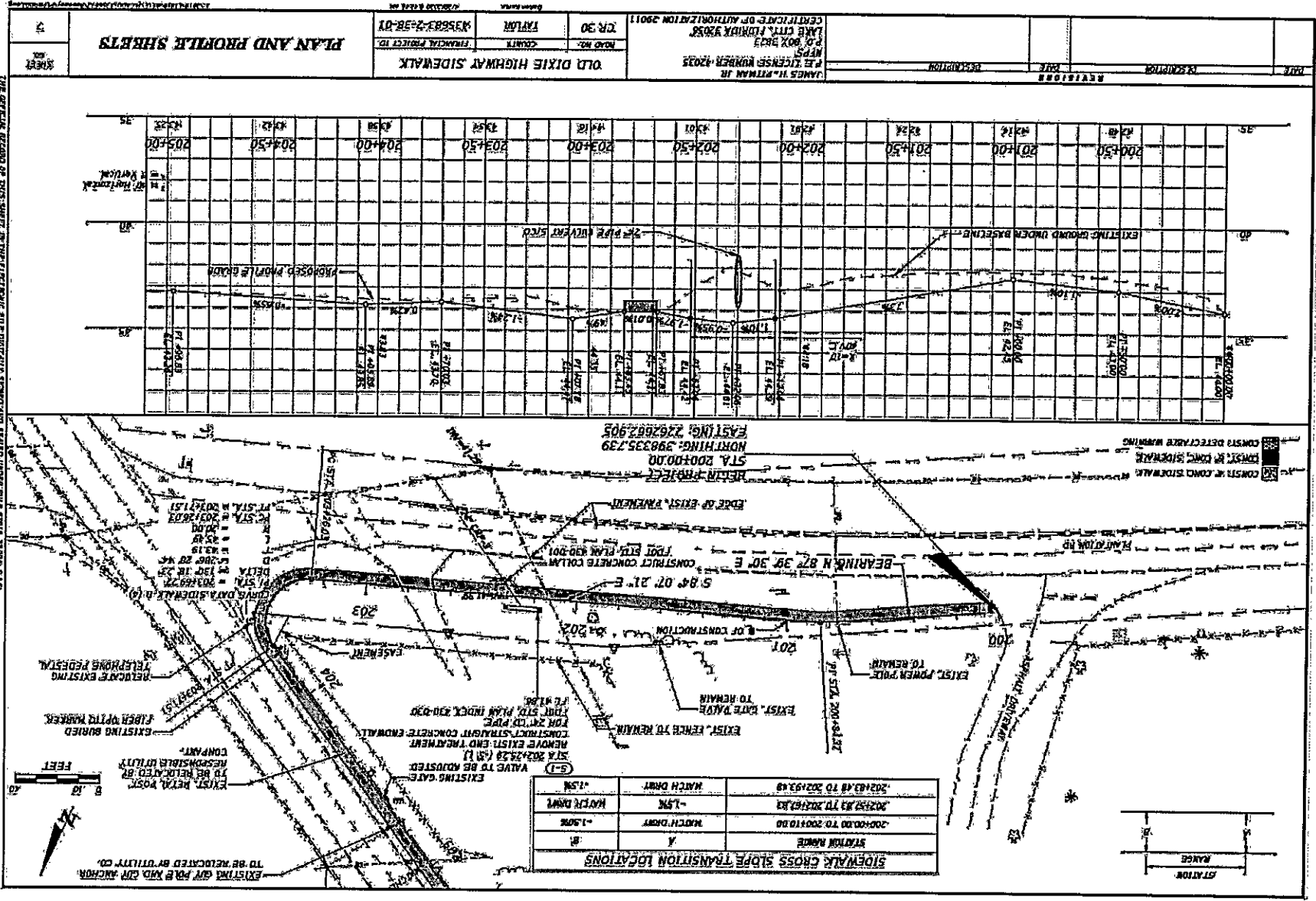


EXHIBIT "B" Cont'd  
 Composite B-2

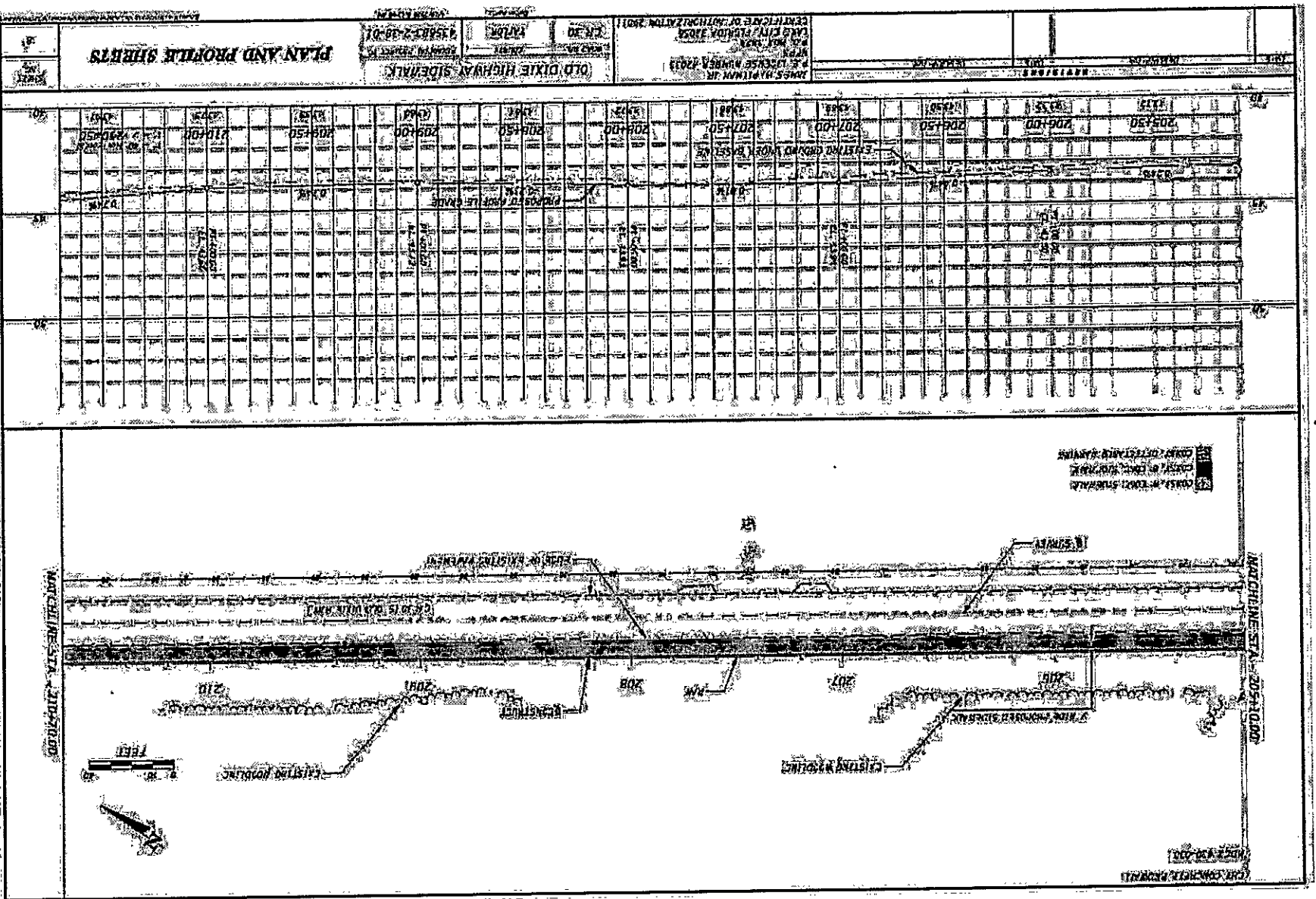














EXHIBIT "B" Cont'd  
 Composite B-8

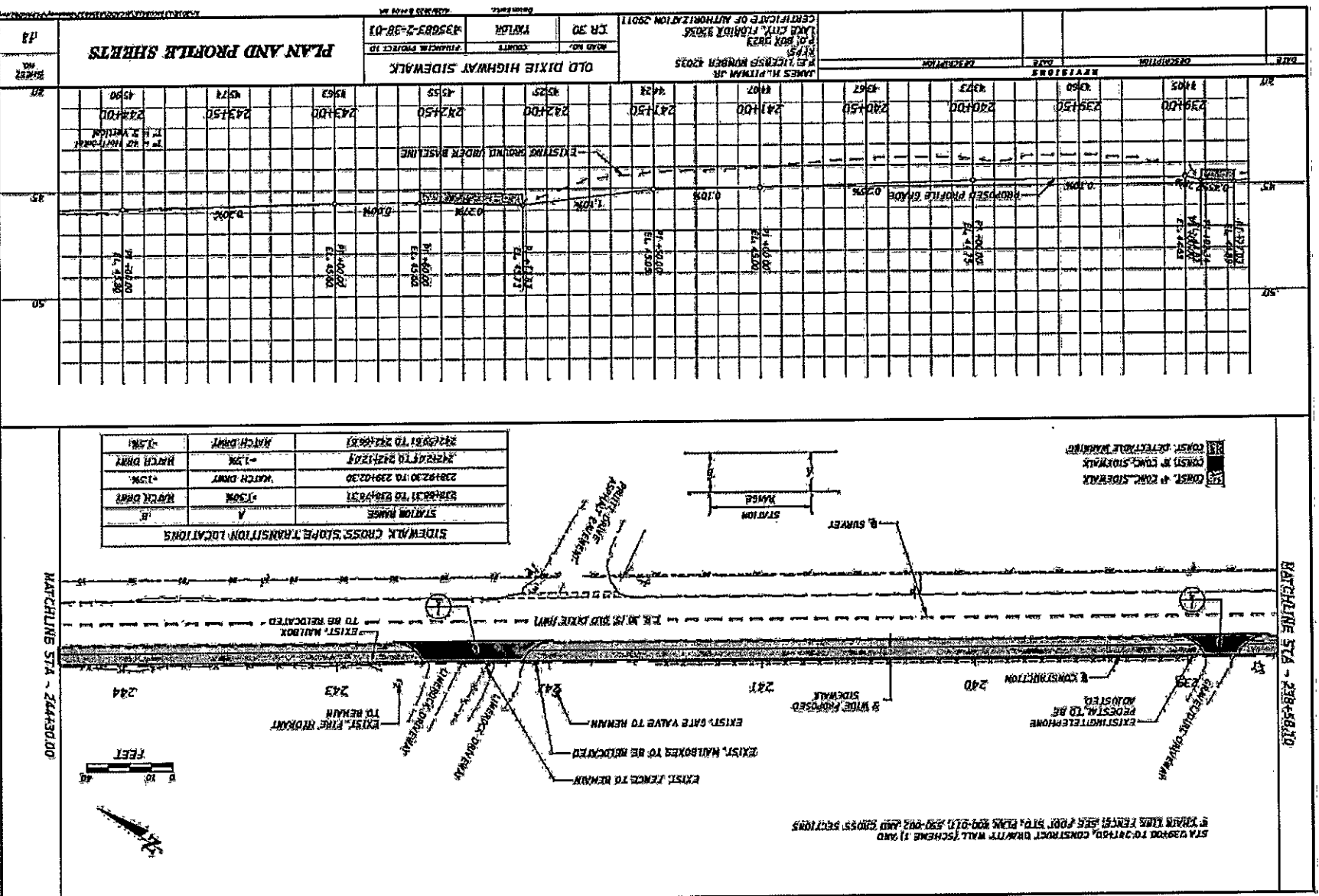




EXHIBIT "B" Cont'd  
 Composite B-10

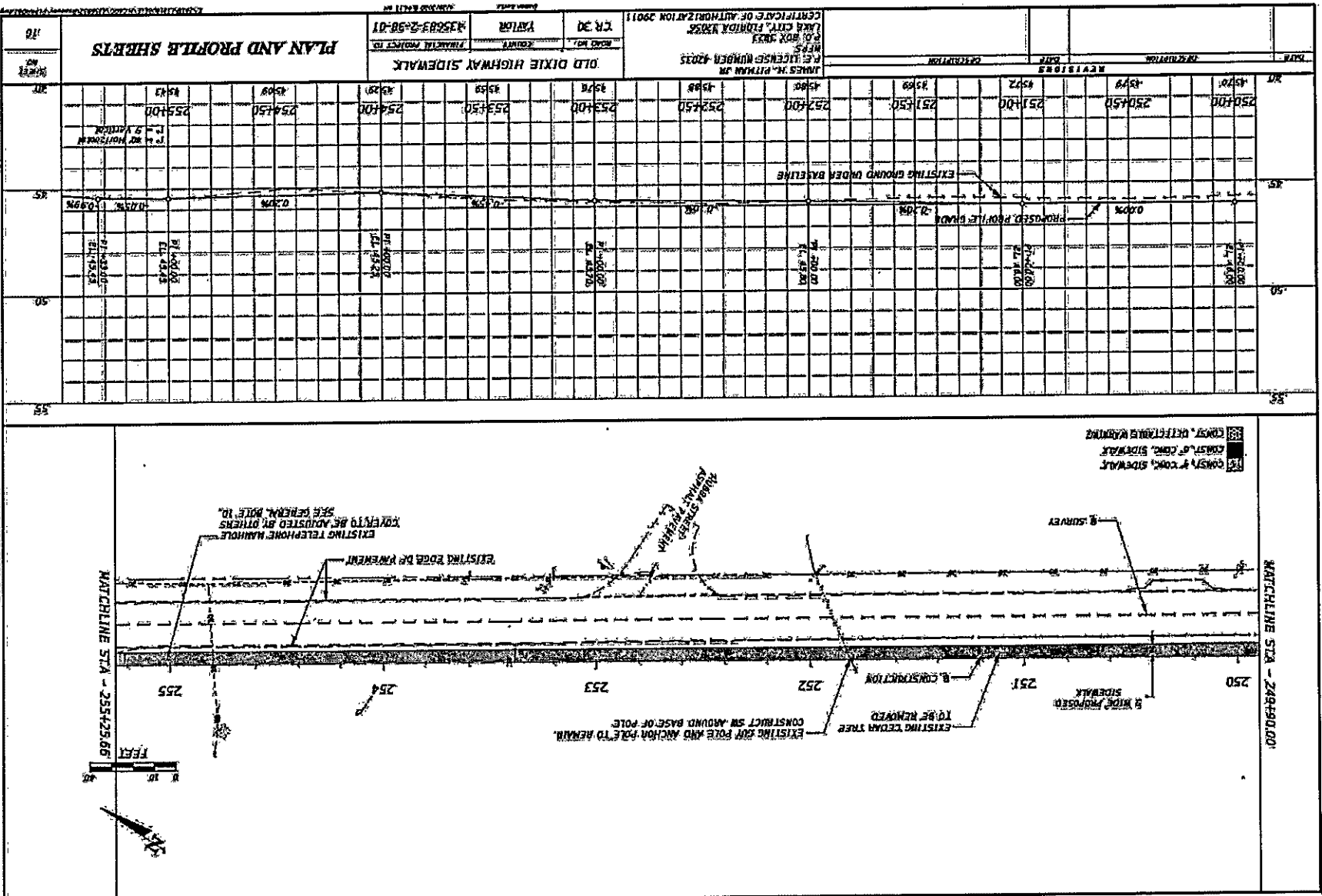




EXHIBIT "B" Cont'd  
 Composite B-11

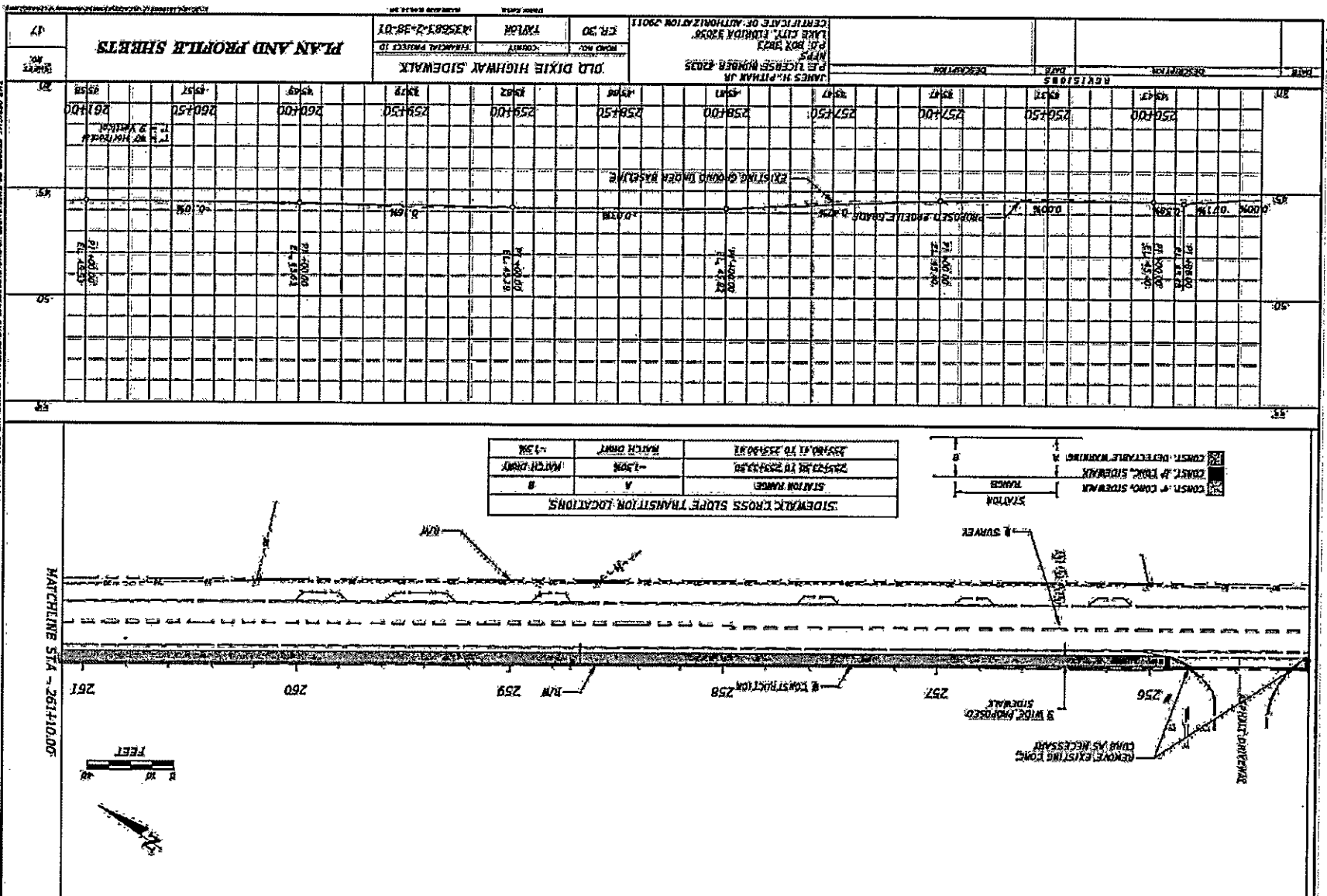


EXHIBIT "B" Cont'd  
 Composite B-12

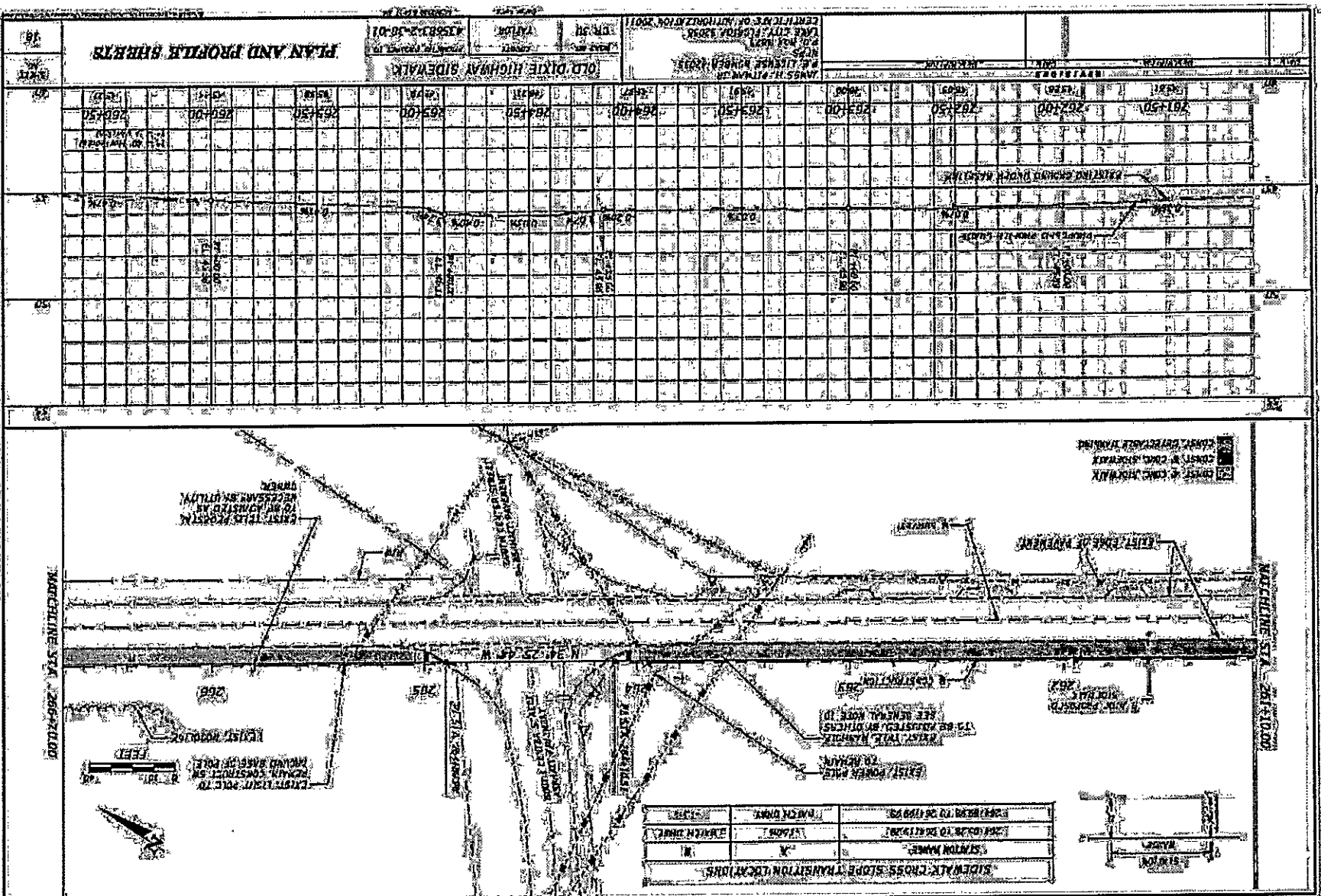


EXHIBIT "B" Cont'd  
 Composite B-13

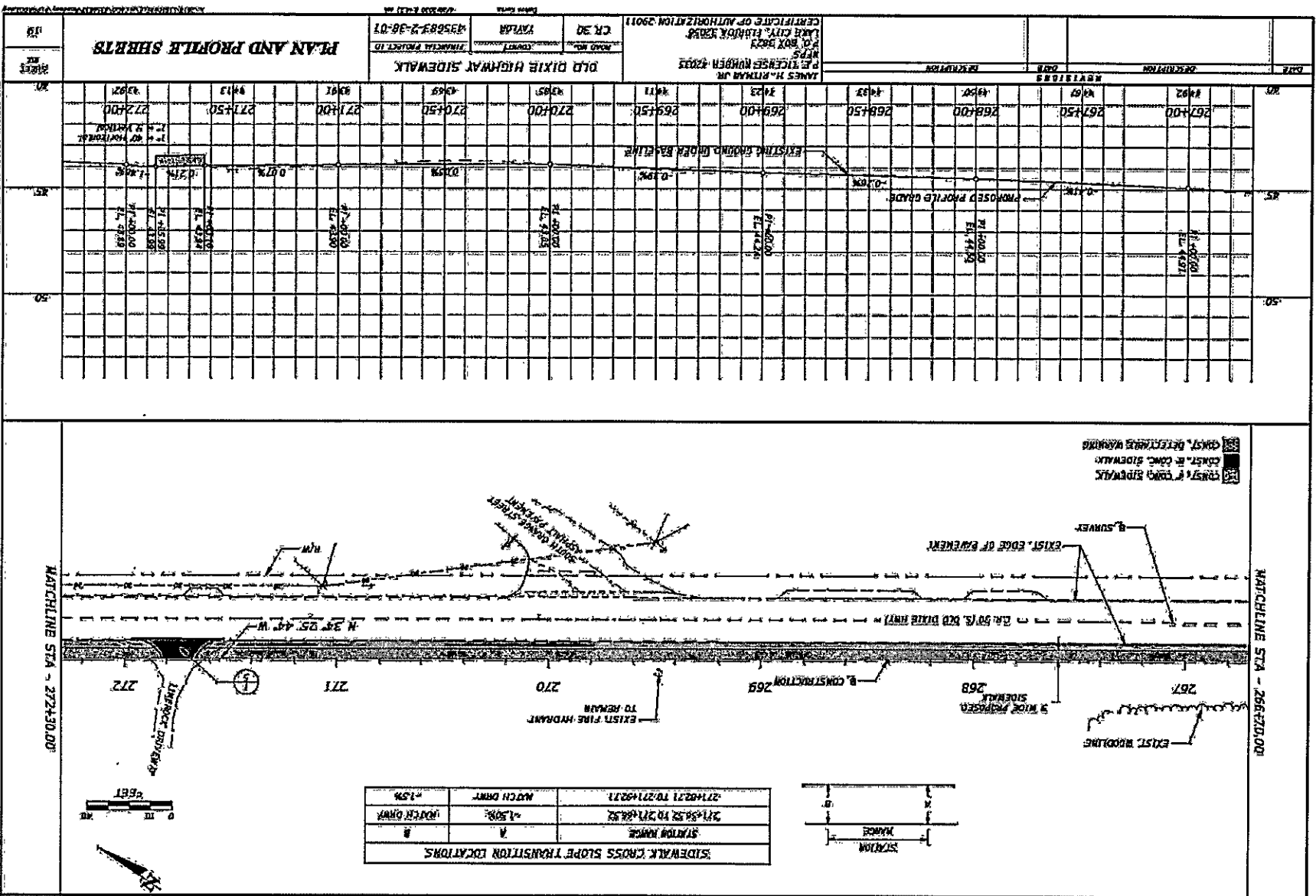
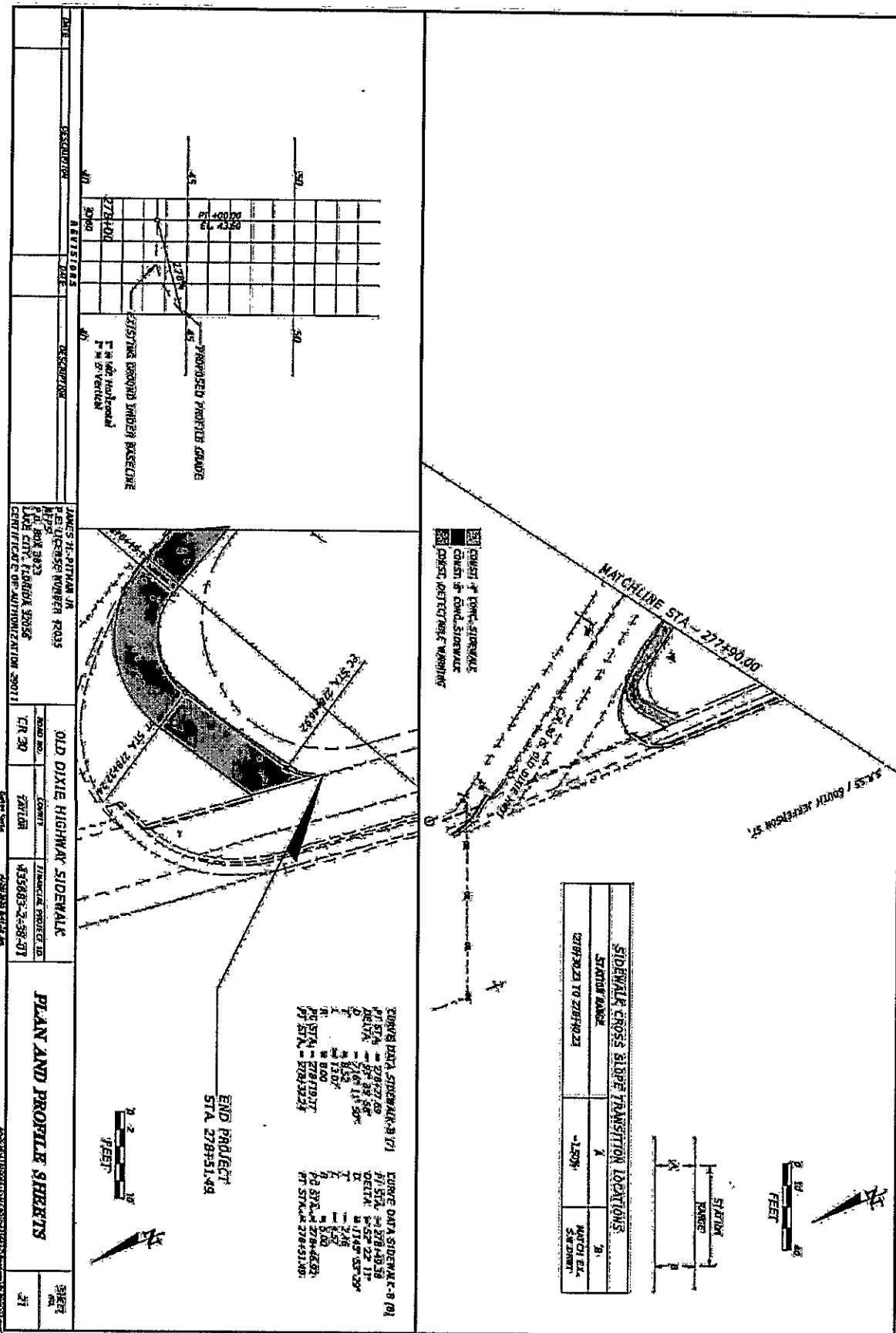




EXHIBIT "B" Cont'd  
 Composite B-15



**EXHIBIT "C"**  
**(EXECUTED LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: 435683-2-58-01	FPN: 435683-2-58-02	FPN:
Federal No (FAIN): D219-135-B	Federal No (FAIN): D219-135-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: TALL	Fund: TALL	Fund:
Org Code: 55024010206	Org Code: 55024010206	Org Code:
FLAIR Approp: 088718	FLAIR Approp: 088718	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:
County No: 38 (Taylor)	Contract No: G1T75	
Recipient Vendor No: F596000879041	Recipient DUNS No: 085887796	
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 1/6/2021 at 5:05 PM EST

by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Taylor County ("Recipient").

NOW, THEREFORE, In consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and oversight of construction of adding a sidewalk on Old Dixie Hwy from Southside Park to SR55(Jefferson St), as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 429,298.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.1.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$429,298.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

**EXHIBIT "C" Cont'd  
(EXECUTED LAP AGREEMENT)**

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCAL AGENCY PROGRAM AGREEMENT**

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- I. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- II. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- III. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- IV. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-08 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
  - ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "H", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

### EXHIBIT "C" Cont'd (EXECUTED LAP AGREEMENT)

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#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

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OGC000-0078  
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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:



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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

#### 8. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### 7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- II. Maintains familiarity of day to day Project operations, including Project safety issues;
  - III. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - IV. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - V. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - VI. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - VII. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "I", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

#### 8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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III. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

IV. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

V. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny) both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations; (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

VI. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

VII. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

8. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "G", FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

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It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

#### 12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 26, and 2 C.F.R. Part 200 when applicable.

#### 13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

#### 14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

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Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- bi. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

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- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "D". This provision will survive termination of this Agreement.

17. **Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air



**EXHIBIT "C" Cont'd  
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Act (42 U.S.C. 7401-7671c) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**EXHIBIT "C" Cont'd  
(EXECUTED LAP AGREEMENT)**

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- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
- i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
18. **Exhibits:**
- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
  - b. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
  - c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
  - d. ☐ State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
  - e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
  - f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
  - g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
  - h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.

**EXHIBIT "C" Cont'd  
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I. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit "O", Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

J. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**K. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

**EXHIBIT "C" Cont'd  
(EXECUTED LAP AGREEMENT)**

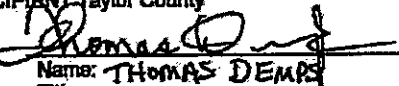
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.


RECIPIENT Taylor County

By:   
Name: **THOMAS DEMPSEY**  
Title: **Chairman**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:   
Name: **Greg Evans**  
Title: **District Secretary**

Legal Review:

DocuSigned by:  
  
DE7F85A09F45L

**EXHIBIT "C" Cont'd  
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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 435683-2-58-01 & 435683-2-58-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Taylor County (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.  
☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 1.450 mile; Roadway Id: 38652000; Begin MP: 1.743; End MP: 3.193

**PROJECT DESCRIPTION:** Construction and oversight of construction of adding a sidewalk on Old Dixie Hwy from Southside Park to SR55(Jefferson St)

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by
- b) Design to be completed by
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by 04/30/2021
- f) Construction to be completed by 05/31/2022

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** Taylor County will provide project management of the Construction, Engineering, and Inspection (CEI) contract that has been procured by the Department.

**EXHIBIT "C" Cont'd  
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**EXHIBIT "B"  
SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Taylor County 201 East Green Street Perry, FL 32347-2737	<b>FINANCIAL PROJECT NUMBER:</b> 435683-2-58-01 & 435683-2-58-02
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Design Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: 2021 (TALL)	\$ 422,798.00	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Construction Cost</b>	\$ 422,798.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 2021 (TALL)	\$ 8,500.00	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total CEI Cost</b>	\$ 8,500.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>[ ]</b>				
FY: [ ]	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 429,298.00	\$ 0.00	\$ 0.00	\$ 0.00

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

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

Cassandra Lamey  
District Grant Manager Name

DocuSigned by:  
Cassandra Lamey 1/6/2021 | 5:03 PM EST  
Signature CAEE44464 Date

**EXHIBIT "C" Cont'd  
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**Exhibit "C"  
TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the *REGULATIONS*), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by *Section 21.5* of the *REGULATIONS*, including employment practices when the contract covers a program set forth in *Appendix B* of the *REGULATIONS*.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the *REGULATIONS* relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the *REGULATIONS* or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such *REGULATIONS*, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or

### EXHIBIT "C" Cont'd (EXECUTED LAP AGREEMENT)

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the *REGULATIONS*, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74067 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



**EXHIBIT "C" Cont'd  
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**EXHIBIT "D"**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. N/A

*Old Dixie Highway Sidewalk - Signature Authorization*

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Local Agency Program Agreement to construct a sidewalk along Old Dixie Highway from Southside Park on Plantation Road to Jefferson Street in Taylor County, and

WHEREAS, the Local Agency Program Agreement will have no financial obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Local Agency Program Agreement,

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorizes the Chairperson to enter into the Old Dixie Highway Sidewalk Local Agency Program Agreement.

PASSED in regular session this 7<sup>th</sup> day of December, 2020.



ATTEST:

Gary Knowles  
GARY KNOWLES, Clerk

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY:

Thomas Demps  
THOMAS DEMPS, Chairperson

**EXHIBIT "C" Cont'd  
(EXECUTED LAP AGREEMENT)**

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**EXHIBIT "C"**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: \$429,288.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrs.gov/>

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### EXHIBIT "F"

#### CONTRACT PAYMENT REQUIREMENTS

#### Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

**Exception:** Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadr/reference\\_guide/](http://www.myfloridacfo.com/aadr/reference_guide/).

**EXHIBIT "C" Cont'd  
(EXECUTED LAP AGREEMENT)**

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCAL AGENCY PROGRAM AGREEMENT**

225210-400  
PROGRAM MANAGEMENT  
OGC-10118  
Page 1 of 1

**EXHIBIT "G"**

**FHWA FORM 1273**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC—  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

# EXHIBIT "C" Cont'd (EXECUTED LAP AGREEMENT)

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To: Cassandra.Lamey@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1175

1/8/2021

### CONTRACT INFORMATION

Contract Number	G1175
Contract Type	GD- GRANT DISBURSEMENT (GRANT)
Contract Agency	G- GOVERNMENTAL AGENCY (287.057.F.S.)
Contract Location	TAYLOR COUNTY BOCC
Contract ID	E596000878041
Contract Start Date	01/05/2021
Contract End Date	12/30/2022
Contract Amount	\$422,798.00
Contract Description	Construction and oversight of construction of adding sidewalk on Old Dixie Hwy from Southside Park to SR55(Jefferson S

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/8/2021

	Original	Original
Project Name	APPROVED	APPROVED
Project Number	55024010206	55024010206
Project Office	AB	AB
Project Code	780000	780000
Project Amount	\$422,798.00	\$6,500.00
Project Project	43568325801	43568326802
Project Agency, F.C.D.	215	215
Project	20.205	20.205
Project Year	2021	2021
Project Entry	55150200	55150200
Project Agency Year	088717/21	088718/21
Project Agency	0001	0001
Project	00	01
User Assigned ID		
Project (by) Status	0001/04	0002/04

Total Amount: \$422,798.00

Page 1 of 1

Financial Project Id. No.: 435683-2-58-01

Federal Id. No.: D219-135-B

Project Description: Sidewalk Old Dixie Highway from Southside Park to SR 55

Off System Agency Construct & Maintain

**EXHIBIT "D"**  
**(RESOLUTION)**

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:** The Board to consider appointment of one member to the Taylor County Recreation Advisory Board (TCRAB)



**MEETING DATE REQUESTED:** April 5, 2021

**Statement of Issue:** To fill recently vacated openings on the TCRAB.

**Recommended Action:** Appoint 1 member

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The TCRAB is a seven member board and currently has three vacancies, due to recent resignations of members. The vacancies have been advertised in the local newspaper and will be continued to be advertised on social media and the County website.

One application from Beth Flowers as received.

**Options:** Appoint/Not appoint applicant

**Attachments:** Application  
TCRAB Roster



MALCOLM PAGE

District 1

JIM MOODY

District 2

SEAN MURPHY

District 3

PAM FEAGLE

District 4

THOMAS DEMPS

District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk

Post Office Box 620

Perry, Florida 32348

(850) 838-3506 Phone

(850) 838-3549 Fax

LAWANDA PEMBERTON, County

201 East Green Street

Perry, Florida 32347

(850) 838-3500, extension 7 Phone

(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County

Post Office Box

Perry, Florida

(850) 584-6113

(850) 584-2433

### Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: Beth Flowers

Address: 4868 Turner Rd.  
Perry, FL 32348

Phone: Home: 850-858-6856 Work: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: Bethflowers2414@icloud.com

Please answer the following questions (use additional pages if necessary)

- |   |  |            |    |
|---|--|------------|----|
| 1 | Are you 18 years old or older?   | <u>Yes</u> | No |
| 2 | Are you a resident of Taylor County?                                       | <u>Yes</u> | No |
| 3 | Are you a registered voter in Taylor County?                               | <u>Yes</u> | No |
| 4 | Are you willing to spend up to eight (8) month for meetings and workshops? | <u>Yes</u> | No |
| 5 | Are you willing to attend all Board Meetings (emergencies excluded)?       | <u>Yes</u> | No |

#### Education:

Are you a High School Graduate? Yes No

Name of School: Taylor County High School

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

#### Post-Secondary Education:

Name of School: \_\_\_\_\_

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

Technical Training:

Name of School: \_\_\_\_\_

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

Certificates or Licenses Held:

Please List: \_\_\_\_\_

College Courses or Graduate:

Name of School: \_\_\_\_\_

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

6. Do you or any family member have any affiliation with any business or company that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

Yes

No

If Yes, please explain:

7. Please list Board/Business/Volunteer/Work Experience:

Non-Profit organizations - 12 years Experience  
- Taylor senior center - Executive Director (7 years)  
- Boys & Girls Club Board member (3 years)  
- Volunteer, organizer, fund-raising for local sports teams, special olympics,

8. Why do you wish to serve on the Taylor County Recreation Advisory Board?

Please see attached,

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

NO

10. The Taylor County Recreation Advisory Board representatives all sports played at the Taylor County Sports Complex. Please indicate which sport you would like to represent from the following choices in ranking order; first choice, second choice, and third choice and list your experience in each sport.

Rank/Choice: 4 Soccer: Experience playing & coaching

Rank/Choice: 2 Football: son plays for local organization

Rank/Choice: 1 Baseball: ~~Manager~~ Parent, coach's wife, Team Manager, The past 10 years.

Rank/Choice: 3 Softball: Experience playing

Rank/Choice: 5 Basketball: -

Rank/Choice: 7 Tennis: -

Rank/Choice: 6 Users of the Trail:

11. The TCRAB will be meeting one or two times each month and participates in self-education and orientation. Do you foresee a problem in attending these events?

NO.

12. Further comments:

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On behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this application and for offering to volunteer your time, which serves as an investment into the future of recreation in our community.

Applicant Signature: Beth Flowers

Print Name: Beth Flowers

Date: 3-12-21

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347. Applications may also be faxed to 850-838-3501 or emailed to [trowell@taylorcountygov.com](mailto:trowell@taylorcountygov.com).

To whom it may concern,

I would like to serve on the Taylor County recreation advisory board to help *keep sports readily available for our youth. We have a lot of talent here in Taylor county* and I feel we owe it to our youth to make every sport available to produce every opportunity for the youth to be involved, not just to get the best athlete, but to help mold our upcoming youth in many different areas that playing sports teaches them that they will benefit from in life.

I have worked and served in this community for many years. Nearly 5 years ago I became a stay at home mom to homeschool my two children. Both of my kids have always been very active in our community recreational sports ,traveling sports teams, as well as special Olympics. I have managed and organized and coached many different sports teams from all -stars, Special olympic sports, fundraising, etc.. over the last 10 years. I have many resources local and non-local That can be utilized to the fullest extent to benefit the youth of Taylor County.

Thanks,  
Beth Flowers

## Taylor County Recreation Advisory Board (TCRAB) as of 02.24.2021

Name	Represents	Address	Email	Phone Number	Term	Term Began	Term End
Sherry Blanton	1)Trail 2)Soccer 3)Baseball	1720 Fortner Dr. Perry, FL 32347	<a href="mailto:Jerez1388@hotmail.com">Jerez1388@hotmail.com</a>	838.7889 (home) 584.0635 (work)	3 Years	02.19.2019	02.19.2022
Alan C Hall	City Council	224 S. Jefferson St, Perry, FL 32347	<a href="mailto:alanhall@fairpoint.net">alanhall@fairpoint.net</a> ; <a href="mailto:councilmanhall@fairpoint.net">councilmanhall@fairpoint.net</a>	843.3418 (cell)	N/A	N/A	N/A
William Hall	1)Baseball 2)Soccer 3)Football	2730 Lundy Lane Perry, FL. 32347	<a href="mailto:Wthj08@gmail.com">Wthj08@gmail.com</a>	843.1180 (home) 223.1360 (work)	3 years	03.02.2020	03.02.2023
Greg Mullins	Parks & Rec Manager	1685 US 19 Perry, FL 32347	<a href="mailto:Rec.coordinator@taylorcountygov.com">Rec.coordinator@taylorcountygov.com</a>	843.5789 (cell)	N/A	N/A	N/A
Jamie English	BOCC	201 E Green St Perry, FL 32347	<a href="mailto:jenglish@taylorcountygov.com">jenglish@taylorcountygov.com</a>	838.6766 (cell)	N/A	N/A	N/A
George Pridgeon	1)Baseball 2)Soccer 3)Football	103 Bishop Blvd Perry, FL 32347	<a href="mailto:georgepridgeon@gmail.com">georgepridgeon@gmail.com</a>	843.1722 (cell)	3 years	03.01.2021	03.01.2024
Tasha Towles	1)Trail 2)Baseball 3)Softball	830 E. Cherry St. Perry, FL. 32347	<a href="mailto:tashatowles@gmail.com">tashatowles@gmail.com</a>	843.1773 (cell)	3 years	03.16.2021	03.16.2024

Taylor County Recreation Advisory Board (TCRAB) as of 02.24.2021

Name	Represents	Address	Email	Phone Number	Term	Term Began	Term End
Sherry Blanton	1)Trail 2)Soccer 3)Baseball	1720 Fortner Dr. Perry, FL 32347	<a href="mailto:Jerez1388@hotmail.com">Jerez1388@hotmail.com</a>	838.7889 (home) 584.0635 (work)	3 Years	02.19.2019	02.19.2022
Alan C Hall	City Council	224 S. Jefferson St. Perry, FL 32347	<a href="mailto:alanhall@fairpoint.net">alanhall@fairpoint.net</a> ; <a href="mailto:councilmanhall@fairpoint.net">councilmanhall@fairpoint.net</a>	843.3418 (cell)	N/A	N/A	N/A
William Hall	1)Baseball 2)Soccer 3)Football	2730 Lundy Lane Perry, FL. 32347	<a href="mailto:Wthj08@gmail.com">Wthj08@gmail.com</a>	843.1180 (home) 223.1360 (work)	3 years	03.02.2020	03.02.2023
Greg Mullins	Parks & Rec Manager	1685 US 19 Perry, FL 32347	<a href="mailto:Rec.coordinator@taylorcountygov.com">Rec.coordinator@taylorcountygov.com</a>	843.5789 (cell)	N/A	N/A	N/A
Jamie English	BOCC	201 E Green St Perry, FL 32347	<a href="mailto:jenglish@taylorcountygov.com">jenglish@taylorcountygov.com</a>	838.6766 (cell)	N/A	N/A	N/A
George Pridgeon	1)Baseball 2)Soccer 3)Football	103 Bishop Blvd Perry, FL 32347	<a href="mailto:georgepridgeon@gmail.com">georgepridgeon@gmail.com</a>	843.1722 (cell)	3 years	03.01.2021	03.01.2024
Tasha Towles	1)Trail 2)Baseball 3)Softball	830 E. Cherry St. Perry, FL. 32347	<a href="mailto:tashatowles@gmail.com">tashatowles@gmail.com</a>	843.1773 (cell)	3 years	03.16.2021	03.16.2024

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

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, RECOGNIZING AND THANKING THE GULF OF MEXICO REEF FISH SHAREHOLDERS' ALLIANCE FOR PROVIDING 13,000 POUNDS OF FRESH GROUPER AND RED SNAPPER TO SECOND HARVEST, AS WELL AS ALL LOCAL COMMERCIAL FISHERPEOPLE WHO FOR DECADES HAVE SUPPLIED TAYLOR COUNTY RESIDENTS WITH FRESH LOCAL SEAFOOD.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida has been informed that local Taylor County fishermen, the Gulf of Mexico Reef Fish Shareholders' Alliance has provided and donated 13,000 pounds of fresh grouper and red snapper to Second harvest for those in need in this trying time in North Florida; and

**WHEREAS,** the Gulf of Mexico Reef Fish Shareholders' Alliance provides jobs for Taylor County residents.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY THAT:**

Taylor County Florida recognizes and thanks the Gulf of Mexico Reef Fish Shareholders' Alliance and all Taylor County fisher people for the donation of the 13,000 pounds of fresh grouper and red snapper to Second Harvest and additionally for the jobs created by Gulf of Mexico Reef Fish Shareholders' Alliance.

**PASSED AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
THOMAS DEMPS, Chairperson

ATTEST:

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



## ARTICLE II. - SEAWALLS, BULKHEADS AND REVETMENTS ON CANALS AT CEDAR ISLAND AND KEATON BEACH

*Footnotes:*

— (3) —

**State Law reference**— *Bulkhead lines, F.S. § 253.1221.*

## Sec. 78-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Canals* means man-altered waterways and other bodies of water within the Cedar Island and Keaton Beach areas, dug or constructed for the purpose of navigation within the limits of the areas of Cedar Island and Keaton Beach.

*Lots* means one or more tracts or parcels of land abutting a water canal within the areas of Cedar Island and Keaton Beach.

*Owner* means the person in whom is vested the legal or equitable title of property, and if the holder of equitable title, the person who possesses contractual rights of ultimate absolute ownership based on contractual rights existing on the effective date of the ordinance from which this article is derived.

*Seawall* means an erosion control measure, including bulkheads and revetments, built or installed pursuant to and approved by the United States Corps of Engineers, separating land's water areas of lots abutting canals within the Cedar Island and Keaton Beach areas of the county.

(Ord. No. 88-7, § 2, 9-7-1988)

**Cross reference**— Definitions generally, § 1-2.

## Sec. 78-32. - Purpose.

The purpose of this article is to require the construction of seawalls and/or bulkheads and/or revetments along the canals located at Cedar Island and Keaton Beach to control bank erosion and potential problems presented to boaters and canal property owners, and to maintain the aesthetic quality of residential development along these canals.

(Ord. No. 88-7, § 1, 9-7-1988)

## Sec. 78-33. - Mandatory protection structures; variances.

- (a) All real property abutting canals located at Cedar Island and Keaton Beach, and subject to the following tax identification parcel numbers, shall be required to have constructed thereon, at the owner's expense, a seawall, bulkhead or revetment along the entire frontage exposed to contact with the water in the canals on which they border. Such units shall be structurally maintained at the owner's expense so as not to cause a nuisance or hazard to safety. The real property subject to the requirement of mandatory seawalls is described as follows:

Cedar Island:	
Tax Parcel Numbers:	01-08-07-07010-000
	01-08-07-07011-000
	01-08-07-07012-000
	01-08-07-07015-000
	01-08-07-07016-000
	01-08-07-07017-000
	01-08-07-07089-000

	01-08-07-07090-000
	01-08-07-07092-000
	01-08-07-07093-000
	01-08-07-07094-000
	01-08-07-07095-000
	01-08-07-07096-000
	01-08-07-07098-000
	01-08-07-07099-000
	01-08-07-07100-000
	01-08-07-07102-000
	01-08-07-07103-000

	01-08-07-07104-000
	01-08-07-07105-000
	01-08-07-07106-000
	01-08-07-07109-000
	01-08-07-07110-000
	01-08-07-07111-000
	01-08-07-07112-000
	01-08-07-07113-000
	01-08-07-07116-000
	01-08-07-07117-000
	01-08-07-07122-000

	01-08-07-07123-000
	01-08-07-07127-000
	01-08-07-07129-000
	01-08-07-07130-000
	01-08-07-07131-000
	01-08-07-07132-000
	01-08-07-07135-000
	01-08-07-07136-000
	01-08-07-07137-000
	01-08-07-07140-000
	01-08-07-07142-000

	01-08-07-07039-000
Keaton Beach Subdivision:	
Unit 1	
Block A—Lots 1—34	
Block B—Lots 1—12	
Block C—Lots 1 and Lots 3—42	
Block D—Lots 1—76 and additions	
Tax Parcel Numbers:	35-7-7-06836-100
	35-7-7-06836-200
	35-7-7-06386-300
Keaton Beach Subdivision:	
Unit 2	
Lots <u>46</u> —103 and additions	
Tax Parcel Number:	35-7-7-06971-000
Keaton Beach Subdivision:	
Unit 3	
Lots 1—38 and additions	

Tax Parcel Numbers:	35-7-7-06837-000
	35-7-7-06838-000
	35-7-7-06840-000
	35-7-7-06994-000

- (b) Any real property owner subject to the mandatory seawall provisions of this article may, by October 7, 1988, request a variance to the provisions of this article if he can demonstrate to the board of county commissioners that because of the nature of the present use of the real property or its present embankment condition that construction of a seawall should not be required. The board of county commissioners shall request the United States Army Corps of Engineers to examine the real property to determine if they believe a variance should be granted. If the Army Corps of Engineers advises the board of county commissioners that an erosion problem exists, the board of county commissioners shall direct the property owner that such owner must construct a seawall within six months from the date of notification that the variance request was denied. If the Army Corps of Engineers determines that a requested variance should be granted, it shall notify the board of county commissioners, who shall then notify the property owner that a variance has been granted. Any property owner receiving a variance may become subject to being required to construct a seawall if there is a significant change in the nature of the property owner's land such as upland or adjacent property erosion or slumping.

(Ord. No. 88-7, § 3, 9-7-1988)

Sec. 78-34. - Permit application.

Any person desiring to construct a seawall in the county shall obtain an application form from the county building department or any other county office that may be designated by the board of county commissioners. Each person preparing such form shall file the application with the

county office along with any required application permit with the application fees or processing fees. The applicant shall also submit a drawing or diagram of the proposed seawall design, including the materials to be used. The county building department shall be responsible for forwarding the application and any diagrams to the proper office of the Army Corps of Engineers for review. The Army Corps of Engineers shall examine the proposed site of the seawall and shall advise the property owner and the county building department, by mail, as to whether a permit for the construction of the seawall is granted or denied. On completion of the seawall, the property owner shall notify the county building department and request that the seawall be examined for final approval. The county building department shall contact the Army Corps of Engineers and request that such inspection be made. The Army Corps of Engineers will be solely responsible for final review of the seawall construction.

(Ord. No. 88-7, § 4, 9-7-1988)

Sec. 78-35. - Construction.

- (a) Seawalls shall be constructed only in accordance with plans approved, in writing, by the Army Corps of Engineers.
- (b) The board of county commissioners may provide to any person applying for a seawall construction permit to obtain copies of drawings and diagrams of previously designed seawalls. Each person obtaining copies of such drawings and diagrams from the county building inspection office must still obtain approval of such seawall construction from the Army Corps of Engineers.

(Ord. No. 88-7, § 5, 9-7-1988)

Sec. 78-36. - Existing seawalls.

Any real property owner of an existing manmade seawall constructed in the area of Cedar Island and Keaton Beach, located on one of the lots included within the tax parcels set forth in section 78-33(a), is granted a variance from the initial construction requirements of this article. If any seawall is determined by the board of county commissioners or the Army Corps of Engineers to no longer provide the proper support for the landowner's property because of damage to the seawall or improper construction, the board of county commissioners or the Army Corps of Engineers shall require the property owner to either repair or replace the seawall which repair or replacement must be accomplished within a reasonable time.

(Ord. No. 88-7, § 6, 9-7-1988)



Sec. 78-37. - Final cleanup.

Any property owner obtaining a permit from the Army Corps of Engineers for the construction or repair of a seawall shall be responsible for preventing advertent or inadvertent discharge of surplus material or trash into water areas or private property adjacent to the landowner's property. Any materials or trash so placed shall be removed at the landowner's expense. The site shall be in a cleared and cleaned condition when the final inspection is made.

(Ord. No. 88-7, § 7, 9-7-1988)

Sec. 78-38. - Failure to construct or repair; penalty.

If a landowner owning land on Cedar Island or Keaton Beach, which is subject to the mandatory seawall provisions of this article, fails to undertake the construction of a seawall within the time limit set by the board of county commissioners or the United States Department of the Army Corps of Engineers, such landowner or individual shall be assessed a penalty of not more than \$100.00 per day. Each day of his failure to complete the seawall or repair the seawall shall be subject to the same penalty. A landowner, upon showing good cause to the board of county commissioners or the Army Corps of Engineers, may be granted additional time to finish construction of or repairs to the seawall. Any request for additional time to do the necessary construction or repair work must be made prior to the deadline set for completion of such seawall construction or repair.

(Ord. No. 88-7, § 8, 9-7-1988)

Secs. 78-39—78-70. - Reserved.

## ARTICLE II. - BUSINESS TAX

23

## Footnotes:

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**Editor's note**— The editor has amended the title of this article and changed the terms "occupational license tax" and "occupational license" respectively to "business tax" and "business tax receipt" throughout this article to conform to revised F.S. ch. 205. Ord. No. 2007-01, § 1, adopted Jan. 8, 2007, specifically amended § 18-61 of this article in a similar manner.

**State Law reference**— Local business taxes, F.S. ch. 205.

## Sec. 18-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Business location* means each separate place of business used by or address given by the person who will carry on, engage in or conduct any business, profession or occupation, as well as any location in which such person stores equipment or inventory or regularly conducts a portion of his business activities. Business location shall also mean any separate place where the applicant, his agents or employees regularly park motor vehicles used in or related to the conduct of the business. Business location shall also mean any location at which are maintained separate corporate divisions, individual retail outlets, separate branch offices or other essentially separate and complete entities or professional or occupational locations.

*Business, profession and occupation* do not include the customary religious, charitable or educational activities of nonprofit religious, nonprofit charitable and nonprofit educational institutions in this state, which institutions are more particularly defined and limited as follows:

- (1) *Religious institution* means a church and ecclesiastical or denominational organization or established physical place for worship in this state at which nonprofit religious services and activities are regularly conducted and carried on, and also means church cemeteries.
- (2) *Educational institution* means a state tax-supported or parochial church and nonprofit private school, college or university conducting regular classes and courses of study required for accreditation by or membership in the Southern Association of Colleges and Schools, the department of education or the Florida Council of Independent Schools. Nonprofit libraries, art galleries and museums open to the public are defined as educational institutions and are eligible for exemption.
- (3) *Charitable institution* means only a nonprofit corporation operating physical facilities in this state at which are provided charitable services, a reasonable percentage of which are without cost to those unable to pay.

*Canvasser and solicitor* mean any individual, whether a resident of the county or not, traveling either by foot, vehicle or other type of conveyance, from place to place, taking or attempting to take orders for the sale of goods, wares and merchandise or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future. The canvasser or solicitor may carry or expose for sale a sample of the subject of such sale, or may collect advance payment on such sales and may be considered any person who, for himself or for another person, hires, leases, uses or occupies any building, structure, car, room, shop or any other place within the unincorporated area of the county for the sole purpose of exhibiting samples and taking orders for future delivery.

*Classification* means the method by which a business, business location or group of businesses is identified by size and/or type.

*Commercial* means operated for pecuniary gain, which shall be presumed for any establishment which has received a business tax receipt. For the purpose of this article, operating for pecuniary gain shall not depend on actual profit or loss.

*Local governing authority* means the board of county commissioners.

*Local business tax receipt* means the method by which the board of county commissioners grants the privilege of engaging in or managing any business, business location, profession or occupation within the unincorporated area of the county. It shall not mean any fees or licenses paid to any board, commission or officer for permits, registration, examination or inspection. Unless otherwise provided by law, these are deemed to be regulatory and in addition to, and not in lieu of, any local business tax receipt imposed under the provisions of this article.

*Peddler* means any individual traveling either by foot, vehicle or any other type of conveyance from house to house or from street to street, carrying, conveying or transporting goods, wares and merchandise, offering and exposing them for sale, or making sales or delivering articles to purchasers, or who, by traveling from house to house, shall sell or offer such items for sale from a vehicle or other conveyance; one who solicits orders and, as a separate transaction, makes deliveries to purchasers as a part of the scheme or design to evade the provisions of this article, shall be deemed a peddler, subject to the provisions of this article.

*Person* means any individual, firm, partnership, joint venture, syndicate or other group or combination acting as a unit, association, corporation, estate, trust, business trust, trustee, executor, administrator, receiver or other fiduciary, and shall include plural as well as singular, but shall not include governmental agencies or bodies.

*Taxpayer* means any person liable for taxes imposed under the provisions of this article, any agent required to file and pay any taxes imposed under this article, and the heirs, successors assignees and transferees of any such person or agent.

*Transient merchant, itinerant merchant and itinerant vendor* means any person, whether as owner, agent, consignee or employee, whether a resident of the unincorporated area of the county or not, who engages in a temporary business of selling and delivering goods, wares and merchandise within the unincorporated area of the county, and who, in furtherance of such purposes, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad box car or boat, public room in hotels, lodginghouses, apartments, shops or any street, alley or other place within the unincorporated areas of the county, for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction, provided that such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person so engaged shall not be relieved from complying with the provisions of this article merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the terms of any local dealer, trader, merchant or auctioneer.

(Ord. No. 98-8, § 101-01, 5-19-1998)

**Cross reference—** Definitions generally, § 1-2.

**State Law reference—** Local business tax definitions, F.S. § 205.022.

Sec. 18-32. - Requirement to report status of fictitious name registration.

As a prerequisite to receiving a local business tax receipt under this article or transferring a business tax receipt under F.S. § 205.033(2) or F.S. § 205.043(2), the applicant or new owner must present to the county tax collector one of the following items:

- (1) A copy of the applicant's or new owner's current fictitious name registration, issued by the division of corporation of the department of state; or
- (2) A written statement, signed by the applicant or new owner, which sets forth the reason that the applicant or new owner need not comply with the Fictitious Name Act.

(Ord. No. 98-8, § 102-02, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.023.

Sec. 18-33. - Administration by tax collector.

- (a) The county business taxes shall be collected by the tax collector of the county and issued by such officer.
- (b) The tax collector shall collect such business taxes and remit them as provided in F.S. § 205.033(4), (5), and may deduct an amount based on the actual cost of collection and administration from the gross amount collected. The tax collector shall certify annually to the board of county commissioners the estimated cost of collection and administration. The estimated cost of collection and administration shall be based on salaries and benefits, data processing, telephones, annual depreciation of equipment, supplies, postage and mailing of licenses and travel. The board of county commissioners shall review the estimated cost of collection and administration submitted by the tax collector annually and shall approve the estimated cost; provided, however, the board may adjust or modify the estimated cost of collection and administration. Fees paid to the tax collector for collection of local business tax revenues shall not exceed the actual cost of collection.

(Ord. No. 98-8, § 102-28, 5-19-1998)

**Cross reference—** Administration, ch. 2.

Sec. 18-34. - Enforcement.

The following persons are authorized to conduct inspections in the following manner:

- (1) The tax collector or his designee shall have the authority to make all investigations reasonably necessary for the enforcement of this article.
- (2) The tax collector or his designee has the authority to direct the inspection of business tax receipts, their businesses and premises, by any county official having duties related to the receipts or businesses.
- (3) All sheriff's officers shall have the authority to inspect and examine businesses to enforce compliance with this article.
- (4) The tax collector, his designee or other authorized person has the right and duty to inspect, from time to time, the records of any business in the unincorporated areas of the county to determine whether the proper classifications and business tax has been paid for the business. If it is determined that the required information has been misrepresented or misstated, the amount determined appropriate by the tax collector or his designee is due and payable. If it is determined that a business is improperly

classified, penalties as set forth in section 18-39 may be imposed. Any person hindering, impeding or obstructing any authorized person in his investigation or inspection in the reasonable performance of his duties shall be guilty of an offense against the county.

- (5) Transient canvassers, solicitors, peddlers, or merchants, must provide as part of their application an actual physical address and telephone number of their home office or parent organization.
- (6) Transient canvassers, solicitors, peddlers, or merchants must have a point of contact remaining in the county for five business days following a sale authorized to address and resolve on the spot finance, product warranty, exchange or contractual issues.
- (7) Transient canvassers, solicitors, peddlers, or merchants, doing business in the county are prohibited from utilizing a prepaid cell phone as a contact number. This applies to transient canvassers, solicitors, peddlers, or merchants who are selling items that sell for \$1,500.00 or more.

(Ord. No. 98-8, § 102-29, 5-19-1998; Ord. No. 2008-07, §§ 1—4, 6-17-2008)

#### Sec. 18-35. - Revenues.

The revenues derived from the local business tax, exclusive of the costs of collection by the tax collector, will be turned over to the board of county commissioners.

(Ord. No. 98-8, § 102-04, 5-19-1998)

**State Law reference—** Use of revenues, F.S. §§ 205.033(4), 205.0536.

#### Sec. 18-36. - Revocation.

- (a) The tax collector may recommend revocation of a business tax receipt of any person when he determines that there is sufficient reason to suspect such person is carrying on, engaging in or conducting any business, profession or occupation in violation of the provisions of this article.
- (b) The board of county commissioners may revoke a business tax receipt issued under this article after notice and public hearing for any of the following causes:
  - (1) Fraud, misrepresentation or false statement contained in the application for a business tax receipt.
  - (2) Fraud, misrepresentation or false statement made in the course of carrying on the activity for which the business tax receipt was issued.
  - (3) Conviction of a crime committed within the course of the receipted business activity.
  - (4) Conviction of any crime or misdemeanor involving moral turpitude.
  - (5) Conducting the activity for which the business tax receipt was issued in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public. Formal board action shall be evidenced by a motion adopted by majority.

(Ord. No. 98-8, § 102-30, 5-19-1998)

#### Sec. 18-37. - Expiration.

A business tax receipt is not valid for more than one year, and all licenses expire on September 30 of each year, except as otherwise provided by law.

(Ord. No. 98-8, § 102-04(1)(c), 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.033(1)(c).

**Sec. 18-38. - Transferability; fee.**

- (a) Any business tax receipt may be transferred to a new owner when there is a bona fide sale of the business, upon payment of a transfer fee of up to ten percent of the annual business tax, but not less than \$10.00 nor more than \$25.00, and presentation of the original receipt and evidence of the sale.
- (b) Upon written request and presentation of the original business tax receipt, any license may be transferred from one location to another location in the same county upon payment of a transfer fee of up to ten percent of the annual license tax, but not less than \$10.00 nor more than \$25.00.

(Ord. No. 98-8, § 102-04(2), (3), 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.043(2), (3).

**Sec. 18-39. - Dates due; delinquent penalties; unlicensed operation; false statement; display.**

- (a) All business tax receipt shall be sold by the county tax collector beginning August 1 of each year, are due and payable on or before September 30 of each year, and expire on September 30 of the succeeding year. If September 30 falls on a weekend or holiday, the tax is due and payable on or before the first working day following September 30. Provisions for partial tax receipts may be made. Tax receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent for each subsequent month of delinquency, until paid; however, the total delinquency penalty may not exceed 25 percent of the tax for the delinquent establishment.
- (b) Any person who engages in or manages any business, occupation or profession in the unincorporated areas of the county, without first obtaining a county business tax receipt, is subject to a penalty of 25 percent of the tax due.
- (c) Any person who engages in any business, occupation or profession covered by this article, who does not pay the required business tax receipt within 150 days after the initial notice of tax due, and who does not obtain the required business tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and a penalty of up to \$250.00.
- (d) Any person who knowingly makes a false statement relative to any application for a business tax receipt required by this article shall be liable for the amount due as determined by the tax collector. In addition, a penalty equal to 25 percent of the tax due may be assessed.
- (e) The person obtaining a business tax receipt shall keep such license displayed conspicuously at the place of business and in such a manner as to be open to the view of the public and subject to the inspection of all duly authorized officers or representatives of the county. Upon failure to display such license, such person may be subject to the payment of another business tax for engaging in or managing the business, business location, profession or occupation for which the license was obtained.
- (f) The tax collector or his designee can abate the penalty if it is determined that the person acted in good faith on information provided by the county business tax staff.

(Ord. No. 98-8, § 102-05, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.053.

**Sec. 18-40. - Reclassification and rate structure revisions.**

Should it become necessary to adjust the classifications and rate structures, the county may, by ordinance, reclassify businesses, professions and occupations and may establish new rate structures, if the conditions specified in F.S. § 205.0535 are met.

(Ord. No. 98-8, § 102-06, 5-19-1998)

**Sec. 18-41. - Vending and amusement machines.**

The business premises where a coin-operated or token-operated vending machine that dispenses products, merchandise or services, or where an amusement or game machine is operated, must ensure that any required county business receipt for the machine is secured. The term "vending machine" does not include coin-operated telephone sets owned by persons who are in the business of providing local exchange telephone service and who pay the business tax under the category designated for telephone companies in the county or a pay telephone service provided certified pursuant to F.S. § 364.3375. The business tax for vending and amusement machines must be assessed based on the highest number of machines located on the business premises on any single day during the previous taxing year or, in the case of new businesses, be based on an estimate for the current year. Replacement of one vending machine with another machine during a licensing year does not affect the tax assessment for that year, unless the replacement machine belongs to a business tax classification that requires a higher tax rate. For the first year in which the county assesses the business tax on vending machines, each business owning machines located in the county must notify the county tax collector, upon request, of the location of such machines. Each business owning such machines must provide notice of the provisions of this section to each affected business premises where the machines are located. The business premises must secure the business tax receipt if it is not otherwise secured.

(Ord. No. 98-8, § 102-07, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.0537.

**Sec. 18-42. - Exemption for certain types of solicitors, agents.**

The provisions of this article do not apply to:

- (1) Solicitors, salesmen or agents making a call or business visit upon the express invitation, oral or written, of the inhabitant of the premises.
- (2) Solicitors for charitable, educational or religious institutions or persons soliciting votes for a political candidate or a political issue.

(Ord. No. 98-8, § 102-09, 5-19-1998)

**Sec. 18-43. - Motor vehicles.**

Vehicles used by any person licensed under this article for the sale and delivery of tangible personal property at either wholesale or retail from his place of business on which a license is paid shall not be construed to be separate places of business, and no license may be levied on such vehicles or the operators thereof as salespersons or otherwise by the county, notwithstanding any other law to the contrary.

(Ord. No. 98-8, § 102-10, 5-19-1998)

**Cross reference**— Traffic and vehicles, ch. 74.

**State Law reference**— Similar provisions, F.S. § 205.063.

**Sec. 18-44. - Farm products, etc.**

- (a) No business tax receipt shall be required of any natural person for the privilege of engaging in the selling of farm, aquacultural, grove, horticultural, floricultural, tropical piscicultural or tropical fish farm products, or products manufactured therefrom, except intoxicating liquors, wine or beer, when such products were grown or produced by such natural person in the state.
- (b) A wholesale farmers' produce market shall have the right to pay a tax of not more than \$200.00 for a business tax receipt that will entitle the market's stall tenants to engage in the selling of agricultural and horticultural products in lieu of such tenants being required to obtain individual local business tax receipts to so engage.

(Ord. No. 98-8, § 102-11, 5-19-1998)

**State Law reference**— Similar provisions, F.S. § 205.064.

**Sec. 18-45. - Nonresidents regulated by the department of business and professional regulation.**

If any person engaging in or managing a business, profession or occupation regulated by the department of business and professional regulation has paid a business tax for the current year to the county or municipality in the state where the person's permanent business location or branch office is maintained, no other local governing authority may levy an business tax or any registration or regulatory fee equivalent to the business tax, on the person for performing work or services on a temporary or transitory basis in another municipality or county. In no event shall any work or services performed in a place other than the county or municipality where the permanent business location or branch office is maintained be construed as creating a separate business location or branch office of that person for the purpose of this article. Any properly licensed contractor asserting an exemption under this section who is unlawfully required by the local governing authority to pay a business tax, or any registration or regulatory fee equivalent to the business tax, shall have standing to challenge the propriety of the local government's actions, and the prevailing party in such a challenge is entitled to recover a reasonable attorney's fee.

(Ord. No. 98-8, § 102-12, 5-19-1998)

**State Law reference**— Similar provisions, F.S. § 205.065.

**Sec. 18-46. - Disabled persons, etc.**

- (a) All disabled persons physically incapable of manual labor, widows with minor dependents and persons 65 years of age or older, with not more than one employee or helper, and who use their own capital only, not in excess of \$1,000.00, shall be allowed to engage in any business or occupation without being required to pay for a business tax receipt, provided that they live in this county. The exemption provided by this section shall be allowed only upon the certificate of the county physician, or other reputable physician, that the applicant claiming the exemption is disabled, the nature and extent of the disability being specified therein, and in case the exemption is claimed by a widow with minor dependents, or a person over 65 years of age, proof of the



right to the exemption shall be made. Any person entitled to the exemption provided by this section shall, upon application and furnishing of the necessary proof, be issued a license which shall have plainly stamped or written across the face thereof the fact that it is issued under this section, and the reason for the exemption shall be written thereon.

- (b) In no event under this or any other law shall any person, veteran or otherwise, be allowed any exemption whatsoever from the payment of any amount required by law for the issuance of a license to sell intoxicating liquors or malt and vinous beverages.

(Ord. No. 98-8, § 102-13, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.162.

Sec. 18-47. - Disabled veterans; their unremarried spouses.

- (a) Any bona fide permanent resident elector of the state who served as an officer or enlisted person during any of the periods specified in F.S. § 1.01(14) in the Armed Forces of the United States, National Guard or United States Coast Guard or Coast Guard Reserve, or any temporary member thereof, who has actually been, or may be, reassigned by the Air Force, Army, Navy, Coast Guard or Marines to active duty during any war, declared or undeclared, armed conflicts, crises, etc., who was honorably discharged from the service of the United States, and who at the time of his application for a business tax receipt shall be disabled from performing manual labor, upon sufficient identification, proof of being a permanent resident elector in the state, and production of an honorable discharge from the service of the United States, shall be:
  - (1) Granted a business tax receipt to engage in any business or occupation in the state which may be carried on mainly through the personal efforts of the receipt holder as a means of livelihood and for which the county business tax receipt does not exceed the sum of \$50.00 for each without payment of any business tax otherwise provided for by law; or
  - (2) Entitled to an exemption to the extent of \$50.00 on any business tax receipt to engage in any business or occupation in the county which may be carried on mainly through the personal efforts of the receipt holder as a means of livelihood when the county business tax receipt for such business or occupation shall be more than \$50.00. The exemption shall extend to and include the right of the receipt holder to operate an automobile-for-hire of not exceeding five-passenger capacity, including the driver, when it shall be made to appear that such automobile is bona fide owned or contracted to be purchased by the receipt holder and is being operated by him as a means of livelihood and that the proper business tax for the operation of such motor vehicle for private use has been applied for and attached to such motor vehicle and the proper fees therefor paid by the receipt holder.
- (b) When any such person shall apply for a business tax receipt to conduct any business or occupation for which the county business tax as fixed by law shall exceed the sum of \$50.00, the remainder of such business tax in excess of \$50.00 shall be paid in cash.
- (c) The county tax collector shall issue to such person as may be entitled under this section, a business tax receipt pursuant to the provisions of this section, and subject to the conditions thereof. Such business tax receipt, when issued, shall be marked across the face thereof "Veterans Exempt Business Tax Receipt—Not Transferable." Before issuing such license, proof shall be duly made in each case that the applicant is entitled

under the conditions of this section to receive the exemption provided for in this section. The proof may be made by establishing to the satisfaction of the tax collector by means of a certificate of honorable discharge or certified copy thereof that the applicant is a veteran within the purview of this section and by exhibiting:

- (1) A certificate of government-rated disability to an extent of ten percent or more;
- (2) The affidavit or testimony of a reputable physician who personally knows the applicant and who makes oath that the applicant is disabled from performing manual labor as a means of livelihood;
- (3) The certificate of the veteran's service officer of the county in which the applicant lives, duly executed under the hand and seal of the chief officer and secretary thereof, attesting to the fact that the applicant is disabled and entitled to receive a business tax receipt within the meaning and intent of this section;
- (4) A pension certificate issued to him by the United States by reason of such disability; or
- (5) Such other reasonable proof as may be required by the tax collecting authority to establish the fact that such applicant is so disabled.

All business tax receipt issued under this section shall be in the same general form as other county business tax receipts and shall expire at the same time as such other business tax receipts are fixed by law to expire.

- (d) All business tax receipts obtained under the provisions of this section by the commission of fraud upon any issuing authority shall be deemed null and void. Any person who has fraudulently obtained any such license, or who has fraudulently received any transfer of a license issued to another, and has thereafter engaged in any business or occupation requiring a business tax receipt under color thereof shall be subject to prosecution as for engaging in a business or occupation without having the required tax receipt under the laws of the state. Such license shall not be issued unless such veteran is a bona fide resident citizen elector of the county, unless such veteran applying therefor shall produce to the tax collector a certificate of the tax collector of his home county to the effect that no exemption from the local business tax has been granted to such veteran in his home county under the authority of F.S. § 205.171.
- (e) In no event, under this or any other law, shall any person, veteran or otherwise, be allowed any exemption whatsoever from the payment of any amount required by the law for the issuance of a business tax receipt to sell intoxicating liquors or malt and vinous beverages.
- (f) The unremarried spouse of the deceased disabled veteran of any war in which the United States Armed Forces participated will be entitled to the same exemptions as a disabled veteran.

(Ord. No. 98-8, § 102-14, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.171.

#### Sec. 18-48. - Religious tenets.

Nothing in this article shall be construed to require a business tax receipt for practicing the religious tenets of any church.

(Ord. No. 98-8, § 102-15, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.191.

#### Sec. 18-49. - Charitable, etc., organizations; occasional sales, fundraising.

- (a) No business tax receipt shall be required of any charitable, religious, fraternal, youth, civic, service or other such organization when the organization makes occasional sales or engages in fundraising projects when the project performed exclusively by the members thereof and when the proceeds derived from the activities are used exclusively in the charitable, religious, fraternal, youth, civic and service activities of the organization.
- (b) Those persons who participate in an annual event sponsored by a civic or merchants organization within the unincorporated area of the county, including, but not limited to, events sanctioned and organized by the Perry-Taylor County Chamber of Commerce, the Florida Forest Festival Committee and any merchants organization or association. This exemption may be granted by the board of county commissioners upon application of the sponsoring organization, and upon such terms and conditions as the board of county commissioners may deem necessary and proper.

(Ord. No. 98-8, § 102-16, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.192.

**Sec. 18-50. - Mobile home setup operations; local tax receipt prohibited; exception.**

No county, municipality or other unit of local government may require a duly licensed mobile home dealer or a duly licensed mobile home manufacturer, or an employee of such dealer or manufacturer, who performs setup operations as defined in F.S. § 320.822, to be licensed to engage in such dealing or manufacturing, who performs setup operations as defined in F.S. § 320.822, to be licensed to engage in such operations; however, such dealer or manufacturer shall be required to obtain a local business tax receipt for his permanent business location or branch office, which business tax receipt shall not require for its issuance any conditions other than those required by F.S. ch. 320.

(Ord. No. 98-8, § 102-17, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.193.

**Sec. 18-51. - State license, registration or certificate required.**

- (a) Any person applying for a business tax receipt to practice any profession regulated by the department of business and professional regulation, or any board or commission thereof, must exhibit an active state certificate, registration or license, or proof of copy of such certificate, registration or license, before such local business tax receipt may be issued.

A person or business entity applying for a business tax receipt in the unincorporated areas of Taylor County, Florida is required to present to the Tax Collector of Taylor County, Florida proof of a sales tax number if required by the State of Florida. Said presentation shall be made prior to the tax collector issuing a business tax receipt. Any person or business entity that does not have to have a sales tax number is not required to present same.

- (b) The department of business and professional regulation shall, by August 1 of each year, supply to the tax collector a current list of professions it regulates and information regarding those persons for whom local business tax receipts should not be renewed due to the suspension, revocation or inactivation of such person's state license, certificate or registration. The tax collector shall not renew such license unless such person can exhibit an active state certificate, registration or license.
- (c) Applicants for a construction license or certificate of competency shall place with the building department of

the county all information necessary to establish statutory compliance, competency, financial stability, proof of insurance and a federal employer's identification number. Such information shall be furnished in the form of:

- (1) *Statutory compliance.* A state license granted by the state.
  - (2) *Competency.* A state certification or state registration and verification of a satisfactory score on the Block and Associates examination and written verification of experience.
  - (3) *Financial stability.* Three credit references, one of which must be from a mortgage financing institution and one of which must be from a building supply dealer, unless the applicant has not previously been licensed as a contractor, in which case one of the three references must be from a banking institution.
  - (4) *Proof of insurance.* A certificate of liability and worker's compensation insurance from an insurance agent.
  - (5) *Identification.* A federal employers identification number.
- (d) The tax collector shall not issue nor renew such construction license or certificate without recommendation to do so by the county construction, industry, licensing board forwarded through the building department.

(Ord. No. 98-8, § 102-18, 5-19-1998; Ord. No. 2005-7, 8-16-2005)

**State Law reference—** Similar provisions, F.S. § 205.194.

**Sec. 18-52. - Custom animal slaughtering or animal product processing establishment.**

The county may not issue a business tax receipt to any business or establishment regulated under F.S. §§ 585.70—585.96 until a grant of inspection or a custom slaughtering or processing establishment permit has been issued to the applicant for the ional license by the department of agriculture and consumer service. The business or establishment must present its grant of inspection or permit before the business tax receipt may be issued.

(Ord. No. 98-8, § 102-19, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.1951.

**Sec. 18-53. - Pharmacies, pharmacists.**

The county shall not issue a business tax receipt to operate a pharmacy unless the applicant shall first exhibit a current permit by the board of pharmacy; however, no such business tax receipt shall be required in order to practice the profession of pharmacy.

(Ord. No. 98-8, § 102-20, 5-19-1998)

**State Law reference—** Similar provisions, F.S. § 205.196.

**Sec. 18-54. - Assisted living facilities.**

The county may not issue a business tax receipt for the operation of an assisted living facility pursuant to F.S. ch. 400, pt. III (F.S. § 400.401 et seq.) without first ascertaining that the applicant has been licensed by the agency for health care administration to operate such facility at the specified location. The agency for health care administration shall furnish to the tax collector sufficient instructions for making the determinations required by this section.

(Ord. No. 98-8, § 102-21, 5-19-1998)

**State Law reference**— Similar provisions, F.S. § 205.1965.

**Sec. 18-55. - Health or ballroom dance studios.**

The county shall not issue or renew a business tax receipt for the operation of a health studio pursuant to F.S. §§ 501.012—501.019 or ballroom dance studio pursuant to F.S. § 501.143, unless such business exhibits a current license, registration or letter of exemption from the department of agriculture and consumer services.

(Ord. No. 98-8, § 102-22, 5-19-1998)

**State Law reference**— Similar provisions, F.S. § 205.1969.

**Sec. 18-56. - Sellers of travel.**

The county shall not issue or renew a business tax receipt to engage in business as a seller of travel pursuant to F.S. ch. 559, pt. XI (F.S. § 559.926 et seq.) unless such business exhibits a current registration or letter of exemption from the department of agriculture and consumer services.

(Ord. No. 98-8, § 102-23, 5-19-1998)

**State Law reference**— Similar provisions, F.S. § 205.1971.

**Sec. 18-57. - Telemarketing business.**

The county may not issue or renew a business tax receipt for the operation of a telemarketing business under F.S. § 501.604 and F.S. § 501.608, unless such business exhibits a current license or registration from the department of agriculture and consumer services or a current affidavit of exemption.

(Ord. No. 98-8, § 102-24, 5-19-1998)

**State Law reference**— Similar provisions, F.S. § 205.1973.

**Sec. 18-58. - Hotels and restaurants.**

A business tax receipt for the operation of a hotel or restaurant shall not be issued until the business requesting such business tax receipt displays and exhibits to the tax collector a current state license from the division of hotels and restaurants of the state department of business and professional regulation, as required by F.S. ch. 509, or as subsequently designated by state law.

(Ord. No. 98-8, § 102-25, 5-19-1998)

**Sec. 18-59. - Secondhand dealer.**

The county may not issue a business tax receipt to a secondhand dealer until the person requesting such receipt displays and exhibits to the tax collector a current state registration as a secondhand dealer as required by F.S. ch. 538, or as subsequently designated by state law.

(Ord. No. 98-8, § 102-26, 5-19-1998)

## Sec. 18-60. - Pest control business.

No business tax receipt shall be issued for any pest control business coming under F.S. ch. 482, unless a current license has been procured from the department of agriculture and consumer services.

(Ord. No. 98-8, § 102-27, 5-19-1998)

## Sec. 18-61. - Business tax schedule.

The following business tax shall be assessed and collected annually, unless otherwise provided, on the following businesses, occupations and professions:

## A

*Abstract title companies* .....\$ 40.00

*Advertising*

- (1) By painting on wall or fence, advertising business other than that of owner of wall or fence .....40.00
- (2) With banners, floats, cartoons, exhibitions, or other means .....40.00
- (3) Sign, electrical or mechanical, advertising other than proprietor's business—1st sign .....40.00  
Plus, for each additional sign .....20.00

*Agency/broker*

- (1) Advertising agency writing advertising for profit .....40.00
- (2) Detective agency—1st location .....40.00  
Plus, for each additional location .....20.00
- (3) Stock brokerage office—1st location .....40.00  
Plus, for each additional location .....20.00
- (4) Insurance agency—1st; location .....40.00  
Plus, for each additional location .....20.00  
Plus, for per salesperson/agent .....10.00  
Plus, per insurance adjuster or rate maker .....15.00
- (5) Claims and collecting agencies—1st location .....40.00  
Plus, for each additional location .....20.00
- (6) Miscellaneous—1st location .....40.00  
Plus, for each additional location .....20.00  
Plus \$10.00 per salesperson/agent

*Alterations/tailor shops* .....40.00

*Automobiles*

- (1) Accessories (see *Merchants*) .....
- (2) Buses, operator or chauffeur—1st bus operated .....40.00  
(Each additional bus) .....20.00
- (3) Dealers or sales agents, automobile accessories and automobile garage or repair shop, and dealers in gasoline and oil when combined under one ownership .....40.00
- (4) Dealers or sales agents .....40.00
- (5) Garage and repair shop or body shop .....40.00
- (6) Parking and automobile trailer parking lots .....40.00
- (7) Trailers offered for sale on vacant lots .....40.00
- (8) Taxi service, first vehicle .....40.00  
Each vehicle exceeding one .....20.00
- (9) Taxi driver, each individual driver of any motor vehicle for hire operating on the streets of the unincorporated areas of the county .....40.00
- (10) Vehicle rental operations, which shall include the furnishing, hiring or providing of automobiles, motorcycles, or other motor vehicles, and all types of drive or use yourself "U drive it" motor vehicles at fixed or service charges either for short or long term use or service, first vehicle .....40.00  
Each vehicle exceeding one .....20.00

*Note:* Before a county business tax receipt can be issued for taxi service or vehicle rental operations the applicant must furnish to the county satisfactory evidence that all requirements of the laws of the state, concerning and pertaining to the aforementioned business have been fully complied with.

## B

### *Bakeries*

- (1) Local .....40.00
- (2) Out of town delivering, wholesale or retail in town .....40.00

*Banks and lending institutions* .....40.00

*Boardinghouses, hotel or motel* .....40.00

Plus, per room .....2.00

*Bonding companies, guaranty and surety companies, persons, firm, or corporations making bonds for compensation* .....40.00

*Boot and shoe repair shops* .....40.00

*Bottled or canned drink manufacturers, out of town delivering, wholesale, or retail in town* .....40.00

## C

*Cabinet makers or carpenter shop* .....40.00

*Catering service* ..... 40.00

*Clairvoyants, divine healers, fortune tellers, mind readers, faith curists and spirit mediums, giving readings or seances per day .....40.00*

*Contest companies, conducting contest by offering premiums or other inducements, to increase business or for advertising purposes .....40.00*

## D

*Dairies, wholesale delivery .....40.00*

*Dry cleaners, steam cleaners, clothes pressers, or either .....40.00*

## E

*Electric machinery and supplies, dealers in (see Merchants)*

### *Entertainment/amusement*

(1) Amusement parks .....40.00

(2) Billiard/Pool rooms .....40.00

For each table .....20.00

(3) Bowling alleys, (plus 20.00 for each lane) .....40.00

(4) Circus .....40.00

(5) Dance hall .....40.00

(6) Games rooms (not including billiard/pool rooms) (plus 2.00 per machine) .....40.00

(8) Golf Course, per 9 holes .....40.00

a. Miniature .....40.00

b. Driving range (not part of golf course) .....40.00

(9) Miscellaneous .....40.00

(10) Shows, concerts, performances .....40.00

(11) Rinks, skating, bicycle or other rinks .....

a. Located in a permanent structure .....40.00

b. Not located in a permanent structure .....40.00

(12) Movie theaters .....40.00

*Express companies (railway, package or freight express, etc.) .....40.00*

## F

*Finance companies (see Money lenders)*

*Fire and wreck or bankrupt sales .....40.00*

*Firewood, sale of, not in connection with licensed merchants .....20.00*

*Fireworks, exclusive dealers in .....40.00*

*Flea market .....40.00*



*Fruit stands, vehicles or trailers, not in connection with license merchants (including peddler) .....40.00*

*Fruits, vegetables or produce, wholesale dealers in .....40.00*

*Funeral homes.....40.00*

*Furniture dealers (see Merchants)*

*Furniture moving and storage .....40.00*

## G

*Gas, dealers in gas derived from petroleum products commonly used for heating purposes .....40.00*

*Gas and oil companies .....40.00*

*Gasoline and oil, retail dealers in, per pump .....10.00*

*Gasoline companies, wholesale .....40.00*

*Groceries (see Merchants)*

## H

*Hay, grain and feed, exclusive wholesale and retail dealers in (see Merchants)*

*Health spas, includes gymnasiums, physical fitness and slenderizing salons .....40.00*

*Herbalists, and all others, except licensed physicians, professing to cure or treat diseases, injuries or deformities  
by drugs, ointments, expedients or devices of any kind .....40.00*

*Hide and fur dealers .....40.00*

*House cleaning (bond required \$2,500.00) .....40.00*

*House movers .....40.00*

## I

*Ice manufacturers .....40.00*

*Out of county delivering, wholesale or retail in the unincorporated areas of the county .....40.00*

*Insurance companies doing business within the unincorporated areas of the county .....40.00*

## J

*Jewelers, repairing and/or watch repairs .....40.00*

*Jewelers (see Merchants)*

## L

*Land and development companies .....40.00*

*Landscaping, except contractors, architects, engineers must show certificate of registration from department of  
agriculture .....40.00*

*Laundry, cleaning services .....40.00*

*Lawyers* .....40.00

*Lumber, sawmill yards* .....40.00

## M

*Manufacturing and production* (includes dairies, fabricating, mining, bottling, processing, quarrying, logging, cement, etc.)

(1) 1—20 employees .....50.00

(2) 21—30 employees .....75.00

(3) 31—40 employees .....100.00

(4) Each additional 10 employees or portion thereof, an additional .....15.00

*Marina* .....40.00

*Merchants/permanent* .....40.00

*Messenger service* .....40.00

*Money lenders, persons, firms or corporations, other than banks or pawnbrokers, lending or advancing money* .....40.00

*Motorcycle, agents or dealers or shop for repairs* .....40.00

*Movie theaters (see Entertainment/amusement)*

## N

*Newspapers* .....40.00

## P

*Painters and decorators* .....40.00

*Painters, sign* .....40.00

*Pawnbrokers* .....40.00

*Pest exterminators (see F.S. ch. 205 for prerequisites)* .....40.00

*Photographers* .....40.00

## Professionals

The following practitioners are classified as professional and each person engaged in the practice of any profession below is required to obtain an individual business receipt. See F.S. ch. 205 for exemptions.

(1) Accountants, certified public .....40.00

(2) Architects .....40.00

(3) Auctioneering .....40.00

(4) Beauty/barber shops .....

a. Up to 3 operators .....40.00

b. Each additional operator .....5.00

c. Chiropodists, masseurs and manicurists, each person .....40.00

Each additional .....5.00

(5) Contractors, general .....40.00

a. Contractors, paving or cement work .....40.00

b. Contractors, not otherwise provided for .....40.00

(6) Dentists .....40.00

(7) Electricians or electrical contractors .....40.00

(8) Employment agencies .....40.00

(9) Engineers .....40.00

(10) Funeral directors/embalmer .....40.00

(11) Physicians of all kinds including psychologists .....40.00

(12) Plumbers .....40.00

(13) Real estate agency, per location .....40.00

Plus, per real estate broker .....15.00

Plus, per salesperson/agent .....10.00

(14) Veterinarians .....40.00

(15) Other professionals (optometrists, pharmacists, etc.) .....40.00

*Process server* .....40.00

## R

*Radio*, station or broadcast booth or both .....40.00

*Repair shops*, where no other business receipt is provided for in this section .....40.00

*Restaurants* (proof of health inspection report required before issuance of business receipt.) .....40.00

## S

*Salvage/junk dealers*, including those items considered to be recyclable and/or resalable such as but not limited to wood, plastic, scrap, oil, metals other than precious, auto wrecking yards, waste, paper products, glass, etc. ....40.00

## *Schools*

(1) Academic (business college, industrial and technical, private education centers, etc.) .....40.00

(2) Barber/beautician .....40.00

(3) Children (kindergarten, day care, etc.) .....40.00

(4) Dance and music (aerobics, etc.) .....40.00

(5) Defensive (martial arts, boxing, etc.) .....40.00

(6) Other .....40.00

*\*Service:* Any business, occupation, profession or avocation engaged in by any person, firm or corporation, in which merchandise is sold or a service rendered for compensation And not specifically otherwise provided for .....40.00

*Storage warehouses or rooms* .....40.00

## T

*Tanning facilities* .....40.00

*Tattooing,* (It is unlawful for any person to tattoo the body of any human being, except that tattooing may be performed by a person licensed to practice medicine or dentistry or by a person under his direction.) see F.S. § 877.04 .....40.00

*Taxidermist* .....40.00

*Telegraph companies* .....40.00

*Telecommunications companies* .....40.00

*Telecommunications sales and/or services* .....40.00

## V

*Vending machines,* each person, firm or corporation who May operate or place for public use any vending machinery, electronic or mechanical device designed to operate by the insertion into such machine of a coin or metal disk or slug, providing that vending machinery is not unlawful to operate, the above does not apply to vending of United States postage stamps .....40.00

and for each machine .....2.00.

*Note:* Per F.S. § 205.0537, the business premises where a vending machine or an amusement or game machine is operated must assure that the required unincorporated area of the county business receipt for the machine is secured. (Ord. No. 639, & 1, 12-14-93; Ord. No. 662, & 1, 2-28-95)

## Y

*Yard work* .....20.00

If an individual owns more than one business, the first business receipt shall be \$40.00, and each additional business receipt shall be \$20.00.

(Ord. No. 98-8, § 102-31, 5-19-1998; Ord. No. 2005-5, 7-19-2005; Ord. No. 2007-01, 1-8-07)

Sec. 18-62. - Canvasser, solicitor, peddler and transient merchant.

(a) *Area.* In the unincorporated areas of the county, a fee shall be charged for canvassers or solicitors, peddlers, transient merchants, itinerant merchants or itinerant vendors.

(b) *Fee.*

(1) *Amount.* At the time of filing the application for a license to do business in the unincorporated area of Taylor County, Florida, a fee shall be paid to the county to cover the costs of investigation of the facts stated in the application, costs incident to enforcement, and licensing as follows:

a. Canvasser or solicitor, per day .....\$175.00

b. Peddler, per day .....175.00

c. Transient merchant, itinerant merchant or itinerant vendor, per day .....375.00

(2) *Refund.* In the event that the application for regulatory license is denied, the sum of \$75.00 of the fee shall be refunded to the applicant. The balance of the fee is nonrefundable.

(c) *Board discretion to change fees.* The board of commissioners at its sole discretion may change the cost of the fees set forth above by resolution of the county.

(Ord. No. 2008-06, §§ 1—3, 4-7-2008)

Secs. 18-63—18-95. - Reserved.

Chapter 16

**LICENSES, PERMITS AND MISCELLANEOUS  
BUSINESS REGULATIONS\***

- Art. I. In General, §§ 16-1—16-15  
Art. II. Occupational License Tax, §§ 16-16—16-18-40  
Art. III. Transient and Itinerant Merchants, Itinerant Vendors, Ped-  
dlers, Concessors and Sellers, §§ 16-41—16-66  
Div. 1. Generally, §§ 16-41—16-50  
Div. 2. License, §§ 16-51—16-66  
Art. IV. Building Contractors, §§ 16-69—16-77

**ARTICLE I. IN GENERAL**

**Secs. 16-1—16-15. Reserved.**

**ARTICLE II. OCCUPATIONAL LICENSE TAX†**

**Sec. 16-16. Levy of tax, license required; issued by man-  
ager.**

(a) There is hereby levied an occupational license tax in the amounts set out in this article for the privilege of engaging in or managing any business, profession or occupation within the city limits on the following:

- (1) Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any business within its jurisdiction; and
- (2) Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any profession or occupation within its jurisdiction; and

\*Cross references—Alcoholic beverages, Ch. 8; building permit fee, § 8-4; electrical work permit required, § 8-41; permits and inspections in connection with the electrical regulations, § 8-41 et seq.; license required for electricians, § 8-61; street construction and excavation permits, § 24-51 et seq.; taxation, Ch. 25; permit required for private sewage disposal system, § 26-72; connection permits for building sewers, § 26-86 et seq.

†State law reference—Levy authorized, P.E. § 205.242.

(3) Any person who does not qualify under subsection (1) or (2) above and who transacts any business or engages in any occupation or profession in interstate commerce, if the license tax is not prohibited by section 8 of article I of the United States Constitution.

(b) No person shall engage in or manage any business, occupation or profession for which there is an occupational license tax required by this article or any other ordinance of the city, unless such person shall first procure a license to conduct the same from the city manager.

(c) All licenses shall be signed by the city manager and countersigned by the mayor and shall have affixed thereon the corporate seal of the city.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-17. Separate license required for each place of business.**

A separate license shall be obtained for each place of business operated by a licensee under this article.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-18. Multiple occupations operated as single business.**

Every person engaged in more than one occupation where all such occupations are operated as one business under the same management and at the same location shall pay the license fee for each such occupation as shown in the license schedule.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-19. Exemptions.**

Those persons granted exemptions, in whole or in part, under F.S. Ch. 205 from occupational license taxes, shall be granted the same exemptions under this article.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-20. License year; duration; due dates; half-year licenses.**

No license shall be issued for more than one year and all licenses shall expire on September thirtieth of each year, and the fees for said licenses shall be due and payable on or before September thirtieth of each year. Half-year licenses may be issued by the city manager, for the period March thirtieth to September thirtieth, upon payment of one-half ( $\frac{1}{2}$ ) of the tax fixed as the amount of such license for one year.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-21. Transfer; fee.**

(a) Any business licenses may be transferred to a new owner when there is a bona-fide sale of the business upon payment of a transfer fee of up to ten (10) per cent of the annual license tax, but not less than three dollars (\$3.00) nor more than twenty-five dollars (\$25.00) and presentation of evidence of the sale and the original license.

(b) Upon written request and presentation of the original license, any license may be transferred from one location to another location in the same municipality upon payment of a transfer fee of up to ten (10) per cent of the annual license tax, but not less than three dollars (\$3.00) nor more than twenty-five dollars (\$25.00).

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-22. Delinquency; penalty.**

(a) Those licenses not renewed by September thirtieth shall be considered delinquent and subject to a delinquency penalty of ten (10) per cent for the month of October, plus an additional five (5) per cent penalty for each month of delinquency thereafter until paid; provided that, the total delinquency penalty may not exceed twenty-five (25) per cent of the occupational license tax fee for the delinquent establishment.

(b) Any person who engages in or manages any business, occupation or profession without first obtaining a local occupation



license, if required, is subject to a penalty of twenty-five (25) per cent of the license due, in addition to any other penalty provided by law or ordinance.

(c) Any person who engages in any business, occupation, or profession covered by F.S. Chap. 205, who does not pay the required occupational license tax within one hundred fifty (150) days after the initial notice of tax due, and who does not obtain the required occupational license is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to two hundred fifty dollars (\$250.00). (Ord. No. 639, § 1, 12-14-93)

**Sec. 16-23. Licenses to be exhibited and displayed.**

Every person having a license shall exhibit the same when called upon to do so by an authorized officer of the city, and all licenses must be conspicuously displayed at all times. (Ord. No. 639, § 1, 12-14-93)

**Sec. 16-24. Evidence of liability for license.**

The fact that any person representing himself as engaged in any business, calling, profession, or occupation for the transaction of which a license is required or that such person exhibited a sign or advertisement indicating such business, calling, profession or occupation, shall be evidence of the liability of such person to pay a license.

**Sec. 16-25. Enforcement and inspection.**

(a) The following persons are authorized to conduct inspections in the manner prescribed herein:

- (1) The city finance director and occupational license specialist or his/her designee shall make all investigations reasonably necessary for the enforcement of this article.
- (2) The city finance director and occupational license specialist or his/her designee shall have the authority to direct the

inspection of licenses, their businesses and premises, by all city officials having duties to perform with reference to such licenses or businesses.

- (3) All police officers shall inspect and examine businesses to enforce compliance with this article.

(b) It shall be the right and duty of the city finance director, occupational license specialist, his/her designee, or other authorized person or persons to inspect from time to time the records of any business in the corporate limits of the city. Information obtained from such inspection or investigation shall be used along with other pertinent information determining the proper classifications and license tax for such business. Any person hindering, impeding, or obstructing any authorized person in his investigation or inspection in the reasonable performance of his duties as herein described shall be guilty of an offense against the city. (Ord. No. 639, § 1, 12-14-98)

**Sec. 16-26. License tax schedule.**

The following license taxes shall be assessed and collected annually, unless otherwise provided, on the following business, occupations and professions:

**A**

**ABSTRACT TITLE COMPANIES..... \$30.00**

**ADVERTISING**

- (a) By painting on wall or fence, advertising business other than that of owner of wall or fence ..... 100.00
- (b) With banners, floats, cartoons, exhibitions, or other means ..... 50.00
- (c) Sign, electrical or mechanical, advertising other than proprietor's business, per sign..... 30.00

**AGENCY/BROKER**

- (a) Advertising agency writing advertising for profit..... 50.00

(b) Detective agency, per location .....	50.00
Plus \$30.00 per detective	
(c) Stock brokerage office, per location .....	50.00
Plus \$30.00 per stock broker	
(d) Insurance agency, per location.....	50.00
Plus \$10.00 per salesperson/agent	
Plus \$30.00 per insurance adjuster or rate maker	
(e) Claims and Collecting agencies, per location.	30.00
(f) Miscellaneous, per location.....	50.00
Plus \$10.00 per salesperson/agent	
ALTERATIONS/TAILOR SHOPS .....	30.00
<b>AUTOMOBILES</b>	
(a) Accessories (See Merchants)	
(b) Buses, operator or chauffeur, each bus oper- ated.....	25.00
(c) Dealers or sales agents, automobile accesso- ries and automobile garage or repair shop, and dealers in gasoline and oil when com- bined under one ownership.....	100.00
(d) Dealers or sales agents .....	50.00
(e) Garage and repair shop or body shop .....	50.00
(f) Parking and automobile trailer parking lots .	30.00
(g) Trailers offered for sale on vacant lots .....	30.00
(h) Taxi Service, first vehicle .....	30.00
(1) Each vehicle exceeding one.....	20.00
(i) Taxi Driver, each individual driver of any motor vehicle for hire operating on the streets of the City .....	50.00
(j) Vehicle rental operations, which shall include the furnishing, hiring or providing of automo-	

**LICENSES, PERMITS, BUSINESS REGULATIONS****§ 18-28**

biles, motorcycles, or other motor vehicles, and all types of drive or use yourself "U drive it" motor vehicles at fixed or service charges either for short or long term use or service, first vehicle..... 30.00

(1) Each vehicle exceeding one..... 20.00

**NOTE:** Before a city license can be issued for taxi service or vehicle rental operations the applicant must furnish to the City satisfactory evidence that all requirements of the laws of the state, concerning and pertaining to the aforementioned business have been fully complied with.

**B****BAKERIES**

(a) Local..... 30.00

(b) Out-of-town delivering, wholesale or retail in town..... 50.00

**BANKS AND LENDING INSTITUTIONS..... 150.00**

**BOARDINGHOUSES, HOTEL OR MOTEL, per room..... 2.00**

**BONDING COMPANIES, guaranty and surety companies, persons, firms, or corporations making bonds for compensation..... 30.00**

**BOOT AND SHOE REPAIR SHOPS..... 30.00**

**BOTTLED OR CANNED DRINK MANUFACTURERS, out of town delivering, wholesale or retail in town..... 50.00**

**C**

**CABINET MAKERS OR CARPENTER SHOP... 10.00**

**CATERING SERVICE..... 50.00**

**CEMENT OR ARTIFICIAL STONE MANUFACTURERS..... 40.00**

**CLAIRVOYANTS, DIVINE HEALERS,  
FORTUNETELLERS, MINDREADERS,  
FAITH CURISTS AND SPIRIT MEDIUMS,  
giving reading or seances per day.....** 100.00

**CONTEST COMPANIES, conducting contest by  
offering premiums or other inducements, to  
increase business or for advertising purposes** 200.00

**D**

**DAIRIES, wholesale delivery.....** 30.00

**DRY CLEANERS, STEAM CLEANERS, CLOTHES  
PRESSERS, OR EITHER.....** 50.00

**E**

**ELECTRIC MACHINERY AND SUPPLIES, deal-  
ers in (See MERCHANTS)**

**ENTERTAINMENT/AMUSEMENT**

**(a) Amusement Parks.....** 200.00

**(b) Billiard/Pool Rooms:**

**(1) For first four (4) tables, each table.....** 50.00

**(2) For each table thereafter.....** 30.00

**(c) Bowling Alleys, for each alley.....** 30.00

**(d) Circus, per day.....** 225.00

**(e) Dance Hall.....** 100.00

**(f) Game Rooms (not including billiard/pool rooms)** 75.00

**(g) Golf Courses, per 9 holes.....** 75.00

**(1) Miniature.....** 30.00

**(2) Driving range (not part of golf course) ..** 50.00

**(h) Miscellaneous.....** 75.00

**(i) Shows, concerts, performances.....** 75.00

**(j) Rinks, Skating, Bicycle or Other Rinks**

**(1) Located in a permanent structure.....** 75.00

**(2) Not located in a permanent structure...** 150.00

<b>LICENSES, PERMITS, BUSINESS REGULATIONS</b>		<b>\$ 16-26</b>
(k) Movie Theaters .....		100.00
<b>EXPRESS COMPANIES</b> (railway, package or freight express, etc.) .....		50.00
<b>F</b>		
<b>FINANCE COMPANIES</b> (See <b>MONEY LENDERS</b> )		
<b>FIRE AND WRECK OR BANKRUPT SALES</b> ....		100.00
<b>FIREWOOD</b> , sale of, not in connection with licensed merchants .....		10.00
<b>FIREWORKS</b> , exclusive dealers in.....		30.00
<b>FLEA MARKET</b> .....		50.00
<b>FRUIT STANDS, VEHICLES OR TRAILERS</b> , not in connection with licensed merchants .....		30.00
<b>FRUITS, VEGETABLES OR PRODUCE</b> , wholesale dealers in .....		50.00
<b>FUNERAL HOMES</b> .....		50.00
<b>FURNITURE DEALERS</b> (See <b>MERCHANTS</b> )		
<b>FURNITURE MOVING AND STORAGE</b> .....		10.00
<b>G</b>		
<b>GAS</b> , dealers in gas derived from petroleum products commonly used for heating purposes ...		100.00
<b>GAS AND OIL COMPANIES</b> .....		200.00
<b>GASOLINE AND OIL</b> , retail dealers in, per dispenser.....		15.00
<b>GASOLINE COMPANIES</b> , wholesale .....		60.00
<b>GROCERIES</b> (See <b>MERCHANTS</b> )		
<b>H</b>		
<b>HAY, GRAIN AND FEED</b> , exclusive wholesale and retail dealers in (See <b>MERCHANTS</b> )		
<b>HEALTH SPAS</b> , includes gymnasia, physical fitness and slenderizing salons .....		75.00

<b>HERBALISTS</b> , and all others, except licensed physicians, professing to cure or treat diseases, injuries or deformities by drugs, ointments, expedients or devices of any kind ....	200.00
<b>HIDE AND FUR DEALERS</b> .....	100.00
<b>HOUSE MOVERS</b> .....	50.00
<b>I</b>	
<b>ICE MANUFACTURERS</b> .....	30.00
Out-of-town delivering, wholesale or retail in town .....	50.00
<b>INSURANCE COMPANIES</b>	
Doing business within the city .....	50.00
<b>J</b>	
<b>JEWELERS, REPAIRING AND/OR WATCH REPAIRS</b> .....	30.00
<b>JEWELERS (See MERCHANTS)</b>	
<b>L</b>	
<b>LAND AND DEVELOPMENT COMPANIES</b> ....	30.00
<b>LANDSCAPING/YARD WORK</b> , except contractors, architects, engineers must show certificate of registration from Dept. of Agriculture	50.00
<b>LAUNDRY</b> , cleaning services.....	30.00
<b>LAWYERS</b> .....	30.00
<b>LUMBER</b> , sawmill yards .....	50.00
<b>M</b>	
<b>MANUFACTURING AND PRODUCTION</b> (Includes dairies, fabricating, mining, bottling, processing, quarrying, etc.)	
(a) 1—20 employees .....	50.00
(b) 21—30 employees .....	75.00
(c) 31—40 employees .....	100.00
(d) Each additional 10 employees or portion thereof, an additional.....	25.00

**MERCHANTS/PERMANENT**, storekeepers, druggists and dealers other than those specifically mentioned in this subsection will pay a fee based on the amount of average inventory in the months of July, August and September of the current calendar year, or the annual inventory of the current calendar year, and the amount of square feet of covered building area utilized for schedules. New businesses with no prior inventory experience, minimum fee. 20.00

**Inventory Schedule**

<i>Inventory</i>		<i>Fee</i>
\$ 0.00 and less than	\$ 20,000.00 .....	12.00
20,000.00 and less than	40,000.00 .....	24.00
40,000.00 and less than	60,000.00 .....	36.00
60,000.00 and less than	80,000.00 .....	48.00
80,000.00 and less than	100,000.00 .....	60.00
100,000.00 and less than	200,000.00 .....	120.00
200,000.00 and less than	300,000.00 .....	180.00
300,000.00 and above.....		180.00

plus, for each additional \$50,000.00 increase in inventory or fraction thereof, an additional.. 30.00

**Area Schedule**

<i>Covered Building Area</i>		<i>Fee</i>
0 sq. ft. and less than	1,000 sq. ft. ....	8.00
1,000 sq. ft. and less than	2,500 sq. ft. ....	15.00
2,500 sq. ft. and less than	5,000 sq. ft. ....	30.00
5,000 sq. ft. and less than	7,500 sq. ft. ....	45.00
7,500 sq. ft. and less than	10,000 sq. ft. ....	60.00
10,000 sq. ft. and less than	15,000 sq. ft. ....	90.00
15,000 sq. ft. and less than	20,000 sq. ft. ....	120.00
20,000 sq. ft. and above.....		120.00

plus, for each additional 5,000 sq. ft. increase in covered area or fraction thereof, an additional 30.00

**MESSENGER SERVICE.....** 10.00



**MONEY LENDERS**, persons, firms or corporations, other than banks or pawnbrokers, lending or advancing money..... 190.00

**MOTORCYCLE**, agents or dealers or shop for repairs ..... 10.00

**MOVIE THEATERS** (See ENTERTAINMENT/AMUSEMENT)

**N**

**NEWSPAPERS**..... 40.00

**O**

**OIL COMPANIES**

(a) Wholesale ..... 80.00

(b) Dealers in distillate, furnace oil or fuel oil, wholesale and retail dealers in, whether sold in connection with other business or not; provided, however, that the license hereby imposed shall not be required of licensed wholesale oil companies..... 80.00

(c) Illuminating, fuel, and/or lubricating, wholesale dealers in (See Gasoline Co.) Retail dealers in (See Gasoline Station)

**P**

**PAINTERS AND DECORATORS** ..... 80.00

**PAINTERS**, sign ..... 80.00

**PAWNBROKERS**..... 200.00

**PEST EXTERMINATORS** (See F.S. Chap. 205 for prerequisites) ..... 50.00

**PHOTOGRAPHERS** ..... 80.00

**PROFESSIONALS**

The following practitioners are classified as professional and each person engaged in the practice of any profession below is required to obtain an individual license certificate. See F.S. Chap. 205 for exemptions.

<b>LICENSES, PERMITS, BUSINESS REGULATIONS</b>		<b>\$ 18-26</b>
(a) Accountants, certified public .....		30.00
(b) Architects.....		30.00
(c) Auctioneering.....		30.00
(d) Beauty/Barber Shops		
One operator.....		30.00
Each additional operator.....		4.00
Chiropodists, Masseurs and Manicurists, each person.....		10.00
(e) Contractors, General .....		50.00
Contractors, Paving or cement work ....		30.00
Contractors, Not otherwise provided for.		30.00
(f) Dentists .....		40.00
(g) Electricians or Electrical Contractors .....		40.00
(h) Employment agencies.....		15.00
(i) Engineers.....		30.00
(j) Funeral Director/Embalmer.....		30.00
(k) Physicians of all kinds including psycholo- gists.....		40.00
(l) Plumbers .....		40.00
(m) Real estate agency, per location.....		50.00
Plus \$40.00 per real estate broker		
Plus \$10.00 per salesperson/agent		
(n) Veterinarians .....		10.00
(o) Other professionals (Optometrists, Pharma- cists, etc.).....		40.00
<b>R</b>		
RADIO, station or broadcast booth or both .....		50.00
RAILROAD COMPANIES.....		200.00
REPAIR SHOPS, where no other license is pro- vided for in this section.....		20.00

**RESTAURANTS** (Proof of Health Inspection report required before issuance of occupational license.)

- |                                     |       |
|-------------------------------------|-------|
| (a) Under 40 chairs or stools ..... | 40.00 |
| (b) Over 40 chairs or stools .....  | 60.00 |

**B**

**SALVAGE/JUNK DEALERS**, including those items considered to be recyclable and/or resalable such as but not limited to wood, plastic, scrap, oil, metals other than precious, auto wrecking yards, waste, paper products, glass, etc .....

50.00

**SCHOOLS**

- |  |       |
|--|-------|
| (a) Academic (business college, industrial and technical, private education centers, etc.) for first 25 students ..... | 10.00 |
| (b) Barber/Beautician, for first 40 students .....   | 30.00 |
| (c) Children (kindergarten, day care, etc.) for first 40 students .....  | 30.00 |
| (d) Dance and music (aerobics, etc.) for first 40 students .....   | 30.00 |
| (e) Defensive (martial arts, boxing, etc.) for first 40 students .....   | 30.00 |
| (f) Other, for first 40 students .....   | 30.00 |

Plus for each school an additional \$25.00 for every 50 students thereafter or portion thereof.

Number of students is based on total students enrolled from October 1 through September 30 of each year.

<b>STORAGE WAREHOUSES OR ROOMS</b> .....	10.00
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**T**

<b>TANNING FACILITIES</b> .....	40.00
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**TATTOOING**, (It is unlawful for any person to tattoo the body of any human being, except

that tattooing may be performed by a person licensed to practice medicine or dentistry or by a person under his direction.) See F.S.Chap. 877.04	75.00
TAXIDERMIST .....	30.00
TELEGRAPH COMPANIES .....	100.00
TELECOMMUNICATIONS COMPANIES.....	200.00
TELECOMMUNICATIONS SALES AND SERVICES	100.00
TELECOMMUNICATIONS SERVICES, ONLY .....	50.00

V

**VENDING MACHINES**, each person, firm or corporation who may operate or place for public use any vending machinery, electronic or mechanical device designed to operate by the insertion into such machine of a coin or metal disk or slug, providing that vending machinery is not unlawful to operate; the above does not apply to vending of United States postage stamps. ....\$300.00

and \$5.00 for each machine.

**SWEEPSTAKES CENTERS, INTERNET CAFES, AND ADULT ARCADES:**

Any business, occupation, profession, avocation, person, firm, company, partnership or corporation operating or placing for public use or otherwise engaging in or utilizing a machines, apparatus or electronic device, which may be operated or set in motion upon the insertion of any currency or which may be operated or set in motion without requiring any currency or consideration from the public of any kind whatsoever and which may be operated by the public for use as a game, entertainment, amusement, change or Sweepstake, of any kind or description, including adult arcades and internet cafes, for which any reward of value is conveyed to the operator of the machine, regardless of whether the operator of the machine purchases or is required to purchase any other products or services to obtain the entries or chances to win the Sweepstake and regardless of whether entries or chances are available to the public through mail or pick up without requiring any currency or consideration \$1,200.00 per year

**NOTE:** Per F.S. Chap. 205.0537 the business premises where a vending machine or an amusement or game machines is operated must insure that the required city occupational license for the machine is obtained.

Any business, occupation, profession or avocation engaged in by any person, firm or corporation, in which merchandise is sold or a service rendered for compensation and not specifically otherwise provided for .....

.....\$30.00  
(Ord. No. 639, § 1, 12-14-93; Ord. No. 662, § 2-28-95; Ord.No.886)  
Supp. No. 27 977

**Sec. 16-27. Denial or revocation of occupational licenses.**

(a) No occupational license shall be issued to any business not in compliance with all applicable city ordinances.

(b) An occupational license, once issued, shall be revoked and invalid upon a judicial determination of the licensee's violation of any applicable city ordinance.

**Secs. 16-28 - 16-40 Reserved.**

**ARTICLE III. TRANSIENT AND ITINERANT  
MERCHANTS, ITINERANT VENDORS, PEDDLERS,  
CANVASSERS AND SOLICITORS.**

**DIVISION 1. GENERALLY**

**Sec. 16-41. Definitions.**

As used in this article, the following terms shall have the indicated meaning:

**Canvasser or solicitor:** Any individual, whether a resident of the city or not, traveling either by foot, vehicle or other type of conveyance from place to place, taking, or attempting to take orders for the sale of goods, wares and merchandise or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future. The canvasser or solicitor may carry or expose for sale a sample of the subject of such sale, or may collect advance payment on such sales and may be considered any person who for himself or for another person hires, leases, uses or occupies any building, structure, car, room, shop or any other place within the city for the sole purpose of exhibiting samples and taking orders for future delivery.

**Charitable or religious activities:** For the limited purposes of Chapter 16 of this Code, "charitable or religious activities" means philanthropic, religious or other nonprofit objectives, including the benefit of poor, needy, sick, refugee or handicapped persons; the benefit of any church or religious society, sect, group or order, the benefit of a patriotic or veterans association or organization; the benefit of any fraternal, social or civic organization, or the benefit of any educational institution. The phrase "charitable or religious activities" shall not be construed to include the direct benefit of the individual making the solicitation. The phrase

"charitable or religious activities" shall not be construed to include selling or offering to sell goods or services. The phrase "charitable or religious activities" shall not be construed to include the benefit of any political group or political organization which is subject to financial disclosure under state or federal law.

**Peddler:** Any individual, traveling either by foot, vehicle, or any other type of conveyance from house to house or from street to street, carrying, conveying or transporting goods, wares and merchandise, offering and exposing them for sale, or making sales or delivering articles to purchasers or who, by traveling from house to house, shall sell or offer the same for sale from a vehicle, or other conveyance; one who solicits orders and, as a separate transaction makes deliveries to purchasers as a part of the scheme or design to evade the provisions of this article, shall be deemed a peddler, subject to the provision of this article.

**Transient merchant, itinerant merchant or itinerant vendor:** Any person, whether as owner, agent, consignee or employee, whether a resident of the city or not, who engages in a temporary business of selling and delivering goods, wares and merchandise within the city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad box car or boat, public room in hotels, lodging houses, apartments, shops, or any street, alley or other place within the city, for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction provided that such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person so engaged shall not be relieved from complying with the provisions of this article merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of, any local dealer, trader, merchant or auctioneer.

(Ord. No. 639, § 1, 12-14-98; Ord. No. 711, § 2, 6-23-98)

**Sec. 16-42. Persons exempt from article.**

The term and provisions of this article shall not apply to:

- (1) Bona fide agents, business representatives or salesmen making calls or soliciting orders at the usual place of business of the customer regarding products or services relating to the business.

- (2) Solicitors, salesmen or agents making a call or business visit upon the express invitation, oral or written, of the inhabitant of the premises.
- (3) Solicitors for charitable or religious activities, or persons soliciting votes for a political candidate or a political issue.
- (4) Those persons who participate in an annual event sponsored by a civic or merchants organization within the city, including but not limited to events sanctioned and organized by the Perry-Taylor County Chamber of Commerce, the Florida Forest Festival Committee, and any merchants organization or association. This exemption may be granted by the city council upon application of the sponsoring organization, and upon such terms and conditions as the city council may deem necessary and proper. The exemption authorized by this subsection shall only be granted during the week preceding the Florida Forest Festival and three (3) days preceding July 4th of each year.

(Ord. No. 639, § 1, 12-14-93; Ord. No. 711, § 3, 6-23-98)

**Sec. 16-43. Regulatory license and owners written permission to be exhibited and displayed.**

Every person having a regulatory license and property owners written permission shall exhibit the same when called upon to do so by an authorized officer of the city, and all regulatory licenses and property owners written permission must be conspicuously displayed at all times.

(Ord. No. 639, § 1, 12-14-93)

**Secs. 16-44—16-50. Reserved.**

**DIVISION 2. LICENSE**

**Sec. 16-51. Required.**

It shall be unlawful for a transient merchant, itinerant merchant, itinerant vendor, peddler, canvasser or solicitor, as defined in this article to engage in such business or activity within the

city without first obtaining a regulatory license therefore in compliance with the provisions of this article. Each person desiring to engage in such activity shall be required to obtain a regulatory license as provided herein.  
(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-52. Application.**

(a) Applicants for licenses under this division shall file with the city manager a sworn application in writing on a form furnished by the city manager, giving the following information:

- (1) Name and description of the applicant.



**LICENSES, PERMITS, BUSINESS REGULATIONS §16-52**

- (2) Permanent home address and full local address of applicant.
  - (3) A brief description of the nature of the business and the goods to be sold.
  - (4) The name and address of the employer, if employed, together with credentials establishing the employment.
  - (5) The length of time for which the right to do business is desired.
  - (6) The names of at least two (2) reliable property owners in the county who will certify as to the applicant's good character and business respectability, or in lieu of the names of the references, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility.
  - (7) A statement as to whether the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense, when and where the offense occurred, and the punishment or penalty assessed therefore.
  - (8) If a vehicle is to be used, a description of the same, together with the license number or other means of identification.
  - (9) The place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where the goods or products are located at the time such application is filed and the proposed method of delivery.
- (b) In addition to the application, applicants for regulatory licenses under this division shall provide:
- (1) Drivers license or other proof satisfactory to the city manager for the establishment of identification.
  - (2) Proof of agency or authority to represent the individual, firm or corporation selling the goods or filling the order.

FERRY CODE

- (3) Written permission from the property owner or his designee that the applicant may sell goods or merchandise at the property listed on the application.  
(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-53. Investigation of applicant; licensee.**

(a) Upon receipt of each application for a license required by this division, the original shall be referred to the chief of police, who shall cause an investigation to be made into the applicant's character and business responsibility.

(b) If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the chief of police shall so endorse the application stating the basis for same and shall immediately return the application to the city manager. The city manager shall then notify the applicant that his application has been disapproved and that no license shall be issued.

(c) If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall so endorse the application and return such application to the city manager.

(d) Such investigation shall be conducted as expeditiously as possible, but in any case all applications shall be approved or denied within twenty (20) days from the date of application for said license.

(e) If such application is approved the applicant shall be notified and issued a copy of the regulatory license application indicating that the license has been approved.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-54. Fee.**

(a) *Amount.* At the time of filing the application for a license required by this division, a fee shall be paid to the City to cover the costs of investigation of the facts stated in the license application, costs incident to enforcement, and licensing hereunder as follows:

- 1) Canvasser or Solicitor - One hundred seventy-five (\$175.00) per day.
- 2) Peddler - One hundred seventy-five dollars (\$175.00) per day.
- 3) Transient merchant, itinerant merchant or itinerant vendor - Three hundred seventy-five dollars (\$375.00) per day.

(Ord. No. 839, § 1, 7-24-2007)

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(b) *Refund.* In the event that the application for regulatory license is denied, the sum of seventy-five dollars (\$75.00) of the fee shall be refunded to the applicant. The balance of the fee is non-refundable.  
(Ord. No. 839, § 1, 7-24-2007)

**Sec. 16-55. Revocation.**

Regulatory licenses issued under the provisions of this division may be revoked by the city manager after notice and public hearing for any of the following causes:

- (1) Fraud, misrepresentation, or false statement contained in the application for license.
- (2) Fraud, misrepresentation, or false statements made in the course of carrying on the activity for which the regulatory license was issued.
- (3) Conviction of any violation of this article.
- (4) Conviction of any crime or misdemeanor involving moral turpitude.
- (5) Conducting the activity for which the regulatory license was issued, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-56. Notice and hearing for revocation or denial.**

Notice of the hearing for revocation or denial of a regulatory license issued under this division, shall be given by the city manager in writing, setting forth specifically the ground of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the license applicant at his last known address at least five (5) days prior to the date set for hearing. Notice of such public hearing shall also be posted at the city hall at least five (5) days prior to such public hearing.

(Ord. No. 639, § 1, 12-14-93)

**Sec. 16-57. Appeal upon revocation or denial.**

Any person aggrieved by the action of the city manager in the denial or revocation of a regulatory license required by this division shall have the right to appeal to the city council. Such appeal shall be taken by filing with the council, within fourteen (14) days after notice of the action complained of has been mailed to such persons last known address, a written statement setting forth fully the grounds for appeal. The city council shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the applicant in the same manner as provided in Section 16-56 of this article for notice of hearing or revocation or denial. The decision and order of the city council on such appeal shall be final and conclusive.  
(Ord. No. 6939, § 1, 12-14-93)

**Sec. 16-58. Term.**

The licensing period for licenses required by this division shall be from October first of each year until September thirtieth of the next year. All licenses issued under this division shall expire on September thirtieth next following the date of issuance regardless of the date of such regulatory license.  
(Ord. No. 639, § 1, 12-14-93)

**Secs. 16-59 – 16-68. Reserved.**

**ARTICLE IV. BUILDING CONTRACTORS\***

**Sec. 16-69. Licensing of building trades contractors.**

(a) *Licensing Required.* It shall be unlawful for any person, partnership or corporation to do business within the city as a building trades' contractor unless licensed as a contractor under this article, prior to engaging in the business of contracting within the city.

\*Editor's note – Ord. No. 499, adopted June 11, 1985, effective July 11, 1985, did not specifically amend this Code; hence inclusion of §§ 1-9 was at the discretion of the editor.

Cross reference – Community Development Department, § 2-203 et seq.

(d) *Approval by the council.* An applications for a permit under this section must be approved by a majority vote of a quorum of the city council at a council meeting. The applicant must be present for the permit to be approved. No permit shall be issued for any purpose other than charitable or religious activities as those activities are defined in section 16-41.

(e) *Prohibited activities.* The permit issued under this section authorizes charitable or religious solicitation activities to the extent no goods or services are sold or offered. No one possessing a permit pursuant to this section may sell or offer to sell anything within any street, highway or road right of way within this city to persons who are occupants within any motor vehicle, which is stopped in compliance with a traffic control device or regulation, located in any traffic lane that is designed to accommodate the forward movement of the motor vehicle and which is within two hundred (200) feet of the center of any intersection of any street, highway or road within this city. Any person violating this section shall be punished as provided in section 1-9 of this Code.

(f) *Term.* A permit issued under this section shall be good for no longer than ten (10) consecutive calendar days. Once the permit expires, the person or entity to whom the permit was issued may not apply for another permit until after three hundred sixty-five (365) days have passed.  
(Ord. No. 711, § 4, 6-23-88)

Secs. 16-60—16-68. Reserved.

#### ARTICLE IV. BUILDING CONTRACTORS\*

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Cross reference—Community development department, § 2-203 et seq.

building trades contractor unless licensed as a contractor under this article, prior to engaging in the business of contracting within the city.

(b) *Initial Licensing:* Any person, partnership or corporation not currently licensed under a given classification established by or incorporated into this article shall meet all criteria for licensure prior to being licensed in the city.

(b) *Initial Licensing:* Any person, partnership or corporation not currently licensed under a given classification established by or incorporated into this article shall meet all criteria for licensure prior to being licensed in the city.

(c) *Renewal of Existing License:* Any contractors currently licensed by the city at the date of the adoption of this article under a classification equal or equivalent to one (1) or more of the classifications incorporated into this article shall not be required to comply with state certification, Block and Associates exam, financial stability, or experience criteria, but shall be required to comply with liability and worker's compensation insurance, and active state license criteria in order to renew an existing license in the city. This renewal provision shall be deemed to have expired on January 31 of any year after normal expiration of license on September 30 of the preceding year.

(d) *Reciprocity:* The city will reciprocate and certify information required for licensing.

(e) *Presumption of Maintaining Business:* Application for or receipt of three (3) or more building/construction permits within any twelve-month period shall be considered prima facie evidence of maintaining a permanent business location in the city.

(f) *Renewal of Previous Inactive License:* Any contractor that held an active license on July 11, 1985, and the license lapsed due to the adoption of Ordinance number 499 (Code Section 16-69) which did not provide for an inactive status, may renew that license beginning on January 1, 1997 through February 28, 1997 by paying the license renewal fee and providing proof of liability and worker's compensation insurance. Proof of such license shall be the city's license file or original city license issued to the contractor showing they held an active license on July 11, 1985. Only currently authorized licenses will be renewed.

(g) *Inactive License Status:* Any contractor may elect at the time of licensure renewal, an active or inactive status. To obtain an inactive status, the license holder must pay the licensure renewal fee at the time of renewal. An inactive status license holder may change to active status by providing proof of meeting all requirements as set forth in (c), above.

(Ord. No. 499, § 1, 6-11-85; Ord. No. 674, § 1, 3-28-86; Ord. No. 699, § 1, 12-17-96)

**Sec. 18-70. Exemption from licensing requirements.**

Those persons exempt under the provisions of Florida Statutes chapter 205 from occupational licenses shall be exempt from the license fees required by this article. However, such person shall be required to obtain a certificate of competency through the building department. Receipt of a certificate of competency shall precede receipt of building permit(s) and shall be contingent upon verification of state certification or verification of active state license, financial stability, and required insurance, and receipt of three (3) letters of reference from former clients in addition to verification of experience equal to that required for licensure under the classification of the construction trade in which such contractor is engaged.

(Ord. No. 499, § 2, 6-11-85)

**Sec. 18-71. License applications.**

Applicants for license or certificate of competency shall place with the building and zoning department of the city all information necessary to establish statutory compliance, competency, financial stability, proof of insurance and federal employer's identification number. Such information shall be furnished in the form of:

- (a) *Statutory compliance:* State license granted by the state construction industry licensing board or the state electrical contractor's licensing board.
- (b) *Competency:* State certification or verification of satisfactory score on the Block and Associates exam and written verification of experience.
- (c) *Financial stability:* Three (3) credit references, one (1) of which must be from a mortgage financing institution and one (1) of which must be from a building supply dealer unless the applicant has not previously been licensed as a contractor, in which case one (1) of the three (3) references must be from a banking institution.
- (d) *Proof of insurance:* Certificate of liability and workers' compensation insurance from insurance agent.



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(c). *Identification*: Federal employer's identification number.  
(Ord. No. 499, § 3, 6-11-85)

**Sec. 16-72. Provisional License.**

Persons, partnerships and corporations not previously licensed in any court or municipality within the state or not actively licensed by the state shall, upon meeting all local requirements other than state licensure, be granted a provisional license to be in effect for forty-five (45) days during which time active state license must be obtained and verification thereof provided to the city. (Ord. No. 499, § 4, 6-11-85)

**ARTICLE V. CITY OF PERRY SWEEPSTAKES DISPLAY ORDINANCE**

**Sec. 1.** Chapter Sixteen (16) of the City of Perry Code of Ordinances is hereby amended by adding a new Article "V" (Five) to be entitled "City of Perry Sweepstakes Display Ordinance," which shall read as follows:

**Sec. 2. Legislative Authorization.**

This part is enacted in the interest of the public health, peace, safety, morals and general welfare of the citizens and inhabitants of Perry, Florida, pursuant to FL Const. Article VIII, § 1(g) and §125.01, Florida Statutes (2009) and the Charter of the City of Perry, Florida.

**Sec. 3. Definitions.** The following definitions apply to this Chapter 16, Article "V":

- (a) "Person" means an individual, association, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer, or manager of an association, partnership, joint venture, or corporation.
- (b) "Video machine" as used in this ordinance means any mechanical or electrical contrivance terminal that may or may not be capable of downloading slot-machine type games from a central server system, machine, or other device that, upon insertion of a coin, bill, ticket, token, or similar object or upon payment of any consideration whatsoever, including the use of any electronic payment system, is available to play or operate, the play or operation of which, including any element of chance, may reveal, deliver or entitle the person or persons playing or

operating the contrivance, terminal, machine, or other device to receive cash, billets, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether the payoff is made automatically from the machine or manually.

Video machines may use spinning reels, video displays, cathode ray tubes, microprocessors or other similar technology, and have as their object, the presentation or lining up, arrangement, or juxtaposition of symbols, alphanumeric signs, colors, or figures to reveal a result or outcome.

- (c) "Video machine game" means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading games from a central server system, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.
- (d) The following rules of construction apply to this definition of "sweepstakes display device":
  - (1) The term "device" means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading games from a central server system, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.
  - (2) The term "upon connection with" means insertion, swiping, passing in range, or any other technical means of physically or electromagnetically connecting an object to a device.
  - (3) The term "object" means a coin, bill, ticket, token, card or similar object, obtained as a bonus or supplement to another transaction involving the payment of consideration.
  - (4) The terms "play or operate" or "play or operation" includes the use of skill, the application of the element of chance, or both.
  - (5) The term "computer simulation" includes simulation by means of a computer, computer system, video display, video system or any other form of electronic video presentation.

- (6) The term "game" includes slot machines, poker, bingo, craps, keno, any other type of game ordinarily played in a casino, a game involving the display of the results of a raffle, sweepstakes, drawing contest or other promotion, lotto, sweepstakes, and any other game associated with gambling or which could be associated with gambling, but the term "game" does not necessarily imply gambling as that term may be defined elsewhere.
- (7) The term "payoff" means cash, monetary or other credit, billets, ticket, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.
- (8) The use of the work "gambling" in the term "sweepstakes display device" is for convenience of reference only. The term "sweepstakes display device" as used in this Part is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.
- (e) "Slot machine" has the same meaning as specified in Section 551.102, Florida Statutes or as amended from time to time.
- (f) The term "minor" means any person under the age of 18 years.
- (g) The term "Senior Citizen's Center" means any public or private center that is organized and operated primarily to provide recreational or social services for persons who are fifty-five years of age or older.

**Sec. 4. Area of Enforcement.** The Council is acting herein as the governing body for the City of Perry, Florida, and this Part shall be effective within the boundaries of the City of Perry, Florida.

**Sec. 5. Regulation.**

It shall be unlawful in the City of Perry to use in any commercial establishment, spinning reel type video machines or similar technology to display the results of a sweepstakes, raffle, contest or other promotion by simulating a game or games ordinarily played on a slot machine unless:

- a. The commercial establishment is selling a legitimate consumer produce or serve at a competitive rate and is operating the sweepstakes
- b. The commercial establishment has registered the game promotion, regardless of the aggregate prize pool, with the State of Florida and is complying with all of the requirements of Section 849.094, Florida Statutes; and
- c. The video machines used in the commercial establishment have been confirmed to be non-slot machines, as defined by Florida law, by an independent lab approved by the State of Florida or the City of Perry, all lab costs shall be borne by the owner or lessee of video machines; and

#### Sec. 6. Location.

All sweepstakes display facilities shall be located in appropriate commercial zoning districts. In no event may such a sweepstakes display facility be located within 1,000 feet of any child-care facility as defined in Section 402.302 Florida Statutes or as may be amended from time to time, or a public or private elementary, middle, secondary school, or any private or public college, university, or other post-secondary educational institution, or within 1,000 feet of real property comprising a free standing church, a county park, a community center, a senior citizen center, or publicly owned recreational facility; nor may such a sweepstakes display facility be closer than 1,000 feet from another such sweepstakes display facility, other than sweepstakes facilities existing at the time of adoption of this ordinance. A child care facility as defined in Section 402.302 Florida Statutes or as may be amended from time to time, or a public or private elementary, middle secondary school, or any private or public college, university, or other post-secondary educational institution, or a free standing church, a county park, a community center, a senior citizen center, or publicly owned recreational facility may choose to move within 1,000 feet of an existing, permitted, and operational sweepstakes facility location. These distances shall be measured by following the shortest route of ordinary pedestrian travel from property boundary to the main entrance of the sweepstakes facility.

**Sec. 7. Video Surveillance.** All such sweepstakes display facilities shall install a video surveillance system for both the entrance and parking area to the facility and for the cashier areas of the sweepstakes display facility as well as the interior of the sweepstakes display facility.

(Sec. 7 cont'd.)

The video surveillance system shall be maintained and kept in working order at all times. The video surveillance system recordings, whether by film or digital, shall be kept for a period of no less than fourteen (14) days and shall be open and accessible to the City of Perry Police Department at all times, upon reasonable notice, in the investigation of a crime.

**Sec. 8. Licensing.** No person shall conduct or operate a sweepstakes display facility in the City of Perry without having first obtained a Sweepstakes Display Facility license.

- (a) A Sweepstakes Display Facility license shall be issued only after confirmation that the facility complies with all of the other aspects of this ordinance, and upon the payment of an annual license fee.
- (b) A Sweepstakes Display Facility license shall be renewed annually. The license fee for sweepstakes display facility shall be \$1,200.00 per year.
- (c)
- (d) The license shall be posted in a conspicuous location at the facility.
- (e) The fee for a replacement license shall be fifty dollars (\$50.00).
- (f) In the event a licensing application is denied under this chapter, twenty-five percent (25%) of the fee will be retained by the City of Perry the balance shall be returned to the applicant. In the event any license is suspended or revoked under this chapter, no portion of the license fee shall be returned to the owner.
- (g) No license shall be assignable or transferable, either as to person or location not otherwise qualified under this ordinance.

**Sec. 9. Registration.** All such sweepstakes display facilities shall submit the facility name, address and sufficient identification information to the City of Perry. In no event shall an owner, investor, person with property interest or employee of the sweepstakes display facility be a person who has been convicted of a felony in any state of the United States.

## **PERRY CODE**

## **ARTICLE V**

**Sec. 10. Addition Information.** All sweepstakes display facilities shall be required to have displayed in a conspicuous location near cashier, flyers, pamphlets or leaflets that contain a current list of the names, addresses, and phone number of local Gambling Anonymous facilities and treatment centers.

**Sec. 11. Minors.** Minors are prohibited from entering the premises of any sweepstakes display facility. It is the responsibility of the owner and employees of the facility to ensure no minors are present within the facility. A person's ignorance of minor's age, a minor's misrepresentation of his or her age, a bona fide belief of minor's age may not be raised as a defense for violation of this section.

**Sec. 12. Visibility.** All sweepstakes facilities are required to have a minimum fifty (50) square area of clear, un-tinted, non-fogging, and unobstructed glass, or similar material, which allows clear visibility from outdoors into the main public area(s) of the sweepstakes facility. A minimum of 75% of the required area must be at least four (4) feet above existing grade of the entrance to the facility.

**Sec. 13. Winners List Certification.** Sweepstakes facilities are required by Section 849.094(5) Florida Statutes to maintain a "certified list of the names and addresses of all persons, whether from this state or from another state, who have won prizes which have a value of more than \$25, the value of such prizes, and the dates when the prizes were won...". The sweepstakes facility must certify the names and addresses of the persons on the list through the presentation of valid photo identification issued by a governmental entity.

**Sec. 14. Parking.** All sweepstakes facilities must have on-site off-street parking spaces equal to 75% of the total number of video machines at the facility. Off-street parking must comply with section 4.20.17 (Off-street Parking and Loading) City of Perry Land Development Regulations.

**Sec. 15. Exemptions.**

- (a) This Part does not prohibit an individual's personal, recreational, and non-commercial ownership, possession, play, operation or use of a device which could be construed to be a sweepstakes display device.

- (b) This Part does not prohibit the ownership, possession, play, operation or use of any device expressly permitted by the Florida Statutes and not otherwise prohibited by the Florida Constitution, except that devices permitted by Article X, Section 23 of the Florida Constitution and Chapter 551, Florida Statutes, in Broward and Miami-Dade County only are not permitted by this Part.
- (c) This Part does not prohibit a religious or charitable organization from conducting a fund raising activity involving gaming, provided the religious or charitable organizations does not conduct the activity more than twice in one (1) calendar year, the organization provides advance written to the City of Perry Police of the date, time, place, and nature of such activity and who will be conducting it, and the activity if not otherwise unlawful.

Sec. 16. Conflict with State law. Nothing in this Part is intended to conflict with the provisions of the Florida Constitution or Chapter 849, Florida Statutes, concerning gambling. In the event of a direct and express conflict between this Part and either the Florida Constitution or Chapter 849, Florida Statutes, then the provisions of the Florida Constitution or Chapter 849, Florida Statutes, as applicable, control.

Sec. 17. Applicability to Municipalities. The provisions of this Part are to be applied and enforced within all unincorporated areas of the City of Perry as well as within all incorporated areas of City of Perry to the extent that there are no conflicting municipal regulations. In the event a municipal regulation conflicts with this Part then the municipal regulation will prevail within the jurisdiction of that municipality.

Sec. 18. Civil Penalties and Injunctive Relief.

- (a) Civil Penalties. Any person who violates this Part is subject to the fine provisions of Chapter One, Section Nine of the City of Perry Code of Ordinances.
- (b) Injunctive Relief. The City of Perry Attorney's Office is authorized to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law in courts of competent jurisdiction to cure, remove or end any activity which violates this Part.

**PERRY CODE**

**ARTICLE V**

**Sec. 19. Conflicts.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the City of Perry 2010 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinances which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

**Sec. 20. Severability.**

If any provisions or portion of this Ordinances is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Sec. 21. Effective Date.**

This ordinance shall become effective immediately upon its passage and adoption.



**Sec. 16-73. Public liability insurance.**

The amount of liability and property damage insurance required by the city as a prerequisite to the issuance or renewal of a license under this article shall be:

	<i>Liability</i>	<i>Property Damage</i>
General contractor	\$200,000	\$ 50,000
Building contractor	200,000	50,000
Commercial paving contractor	200,000	50,000
Residential contractor	200,000	25,000
Sheet metal contractor	50,000	25,000
Mechanical contractor	50,000	25,000
Air conditioning contractor	50,000	25,000
Roofing contractor	100,000	50,000
Electrical contractor	50,000	25,000
Pool contractor	50,000	25,000
Plumbing contractor	50,000	25,000
All Others	25,000	10,000

or a combined single limit policy of bodily injury liability and property damage liability coverage in the minimum amount of \$200,000 for general and building contractors and commercial paving contractors; the minimum amount of \$100,000 for roofing and residential contracts; the minimum amount of \$50,000 for sheet metal, mechanical, air conditioning, electrical, pool and plumbing contractors; and the minimum amount of \$25,000 for all others.

This minimum amount shall be maintained for the life of an active license. The license shall be revoked if, for any reason, the public liability or property damage insurance is changed, canceled or suspended. The certificate of insurance shall stipulate the following thirty-day cancellation notice:

"It is agreed that cancellation of this policy shall not be effective as to the interest of the insured hereinafter named until thirty (30) days after a copy of the notice of such cancellation has been sent by certified mail to:

The City of Perry  
Building and Zoning Department  
Post Office Drawer 109  
Perry, Florida 32347"

(Ord. No. 499, § 5, 6-11-85)

**Sec. 16-74. Revocation of license; notice and appeal.**

(a) *Revocation:* Licenses issued under the provisions of this article may be revoked by the city manager after notice and public hearing for any of the following causes:

- (1) Fraud, misrepresentation or false statement contained in the application for license.
- (2) Fraud, misrepresentation or false statement made in the course of carrying on the activity for which the regulatory license was issued.
- (3) Conviction of any violation of this article.
- (4) Conviction of any crime or misdemeanor involving moral turpitude.
- (5) Conducting the activity for which the occupational license was issued, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (6) Lapse of any insurance required under this article.

(b) *Notice:* Notice of the hearing for revocation or denial of an occupational license issued under this article shall be given by the city manager in writing, setting forth specially the ground of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the license applicant at his last-known address.

(c) *Appeal:* Any person aggrieved by the action of the city manager in the denial or revocation of an occupational license required by this article shall have the right to appeal to the city council. Such appeal shall be taken by filing with the council, within fourteen (14) days after notice of the action complained of has been mailed to such person's last-known address, a written

statement setting forth fully the grounds for appeal. The city council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the applicant in the same manner as provided for revocation of license. The decision and order of the city council after hearing such appeal shall be final and conclusive.

(Ord. No. 499, § 6, 6-11-85)

**Sec. 16-75. Term.**

The licensing period for licenses required by this article shall be from October 1 of each year until September 30 of the next year. All licenses issued under this article shall expire on September 30 next following the date of issuance regardless of the date of issuance of such license.

(Ord. No. 499, § 7, 6-11-85)

**Sec. 16-76. Definitions.**

The following definitions shall apply to this article:

- (1) *General contractor:* A general contractor shall be unlimited as to height, area and complexity of construction undertaken. A general contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for general contractors with a minimum score of seventy-five (75) percent; and, in addition, shall have accrued three (3) years' experience in a supervisory capacity under a general contractor or building contractor, or have been a licensed building contractor for one (1) year or a residential building contractor for two (2) years or shall have related experience not to exceed one (1) year of the supervisory requirement.

A general contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

A general contractor shall subcontract to a qualified contractor all work which is the exclusive work of plumbing, electrical, fire protection, roofing, air conditioning or mechanical contractors unless such contractor also holds a certificate of competency in the respective trade category;

provided, that on new site development work, site redevelopment work, mobile home parks, commercial properties, and utility work within public rights-of-way and designated easements, the obligation to subcontract shall not prohibit the general contractor from constructing the main sanitary sewer collection system and the main water distribution system, including the continuation of utility lines from the mains to a designated termination point in the right-of-way or easement, after which utility lines shall be constructed by plumbing contractors. As to mobile home parks, the continuation of utility lines from the mains are to be considered a part of the main sewer collection and main water distribution systems.

- (2) *Building contractors:* Building contractors' services are limited to construction, remodeling, demolition, repair or improvement of commercial buildings and single- or multiple-dwelling residential buildings, neither to exceed three (3) stories in height, or thirty-six (36) feet, and accessory use structures in connection therewith, or those whose services are limited to remodeling, repair or improvement of any size building if the services do not affect the structural members of the building.

A building contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for building contractor with a minimum score of seventy-five (75) percent and, in addition, shall have accrued two (2) years' experience in a supervisory capacity under a general contractor or have been a residential building contractor for two (2) years or shall have related education not to exceed one (1) year of the supervisory requirement.

A building contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

A building contractor shall subcontract to a qualified contractor all work which is the exclusive work of plumbing, electrical, fire protection, roofing, air conditioning or mechanical contractors unless such contractor also holds a certificate of competency in the respective trade category.

- (3) **Residential building contractor:** Residential building contractors' services are limited to construction, remodeling, demolition, repair or improvement of one-, two- or three-family unit residences not exceeding two (2) stories in height and accessory use structures in connection therewith. A residential building contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for residential building contractors with a minimum score of seventy-five (75) percent and, in addition, shall have accrued two (2) years' experience in a supervisory capacity under a general, building or residential contractor.

A residential building contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

A residential building contractor shall subcontract to a qualified contractor all work which is the exclusive work of plumbing, electrical, fire protection, roofing, air conditioning or mechanical contractors unless such contractor also holds a certificate of competency in the respective trade category.

- (4) **Plumbing contractors:** A plumbing contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for master plumber with a minimum score of seventy-five (75) percent; and, in addition, shall have accrued five (5) years' experience, two (2) of which shall be as a journeyman plumber in a supervisory capacity with educational equivalency not to exceed one (1) year of the total supervisory requirement.

A plumbing contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

A master plumber is authorized to assume responsible charge and direction of other persons in the installation of plumbing, which shall mean all work done in connection with the installation, maintenance, extension and alteration of all piping fixtures, solar water heating systems,

appliances, appurtenances thereto and apparatus or equipment used in connection with a water supply and sewage disposal system and can install, maintain, repair, alter or extend any system of piping, tubing, vessels, containers, pumps, apparatus and appurtenances in connection with such pressure piping used for the circulating, transporting, holding or processing of any vapor, fluid, liquid, semi-liquid or solids, inside of or attached to any building, lot or premises. A plumbing contractor shall subcontract to a qualified contractor all other work incidental to the work which is specified herein as being the work of a trade other than that of a plumbing contractor.

- (5) *Electrical contractors:* An electrical contractor shall be certified by the state electrical contractors' licensing board; or shall have passed the Block and Associates exam for master electrician with a minimum score of seventy-five (75) percent and, in addition, shall have accrued five (5) years' experience, two (2) of which shall be as a journeyman electrician in a supervisory capacity, with educational equivalency not to exceed one (1) year of the total supervisory requirement.

An electrical contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

An electrical contractor is authorized to assume responsible charge and direction of other persons in the installation, maintenance, extension and alteration of a system for electrical wiring for lights, heat or power and all appurtenances thereto and all apparatus or equipment used in connection therewith, including that of room air conditioning units only, and all electrical specialties. An electrical contractor shall subcontract to a qualified contractor all other work of trade other than that of an electrical contractor.

- (6) *Class "A" air conditioning contractors:* A class "A" air conditioning contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for class "A" air conditioning contractors with a minimum score of seventy-five (75)

percent and, in addition, shall have accrued three (3) years' experience in a supervisory capacity under a class "A" air conditioning contractor or shall have been a licensed class "B" air conditioning contractor for one (1) year, or a class "C" air conditioning contractor for two (2) years or shall have related experience not to exceed one (1) year of the supervisory requirement.

A class "A" air conditioning contractor shall hold (or within forty-five (45) days from the date of provisional license approval by city obtain) and maintain an active state license for his classification.

Class "A" air conditioning contractors' services are unlimited in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend or design central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work performed by the contractor is necessary to make complete an air distribution system, boiler and unfired pressure vessel system, and all appurtenances, apparatus or equipment used in connection therewith and to install, maintain, repair, fabricate, alter, extend or design piping, insulation of pipes, vessels and ducts, pressure and process piping, pneumatic control piping, and installation of a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto; but shall not include any work such as liquified petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.

- (7) *Class "B" air conditioning contractors:* A class "B" air conditioning contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for class "B" air conditioning contractors with a minimum score of seventy-five (75) percent and, in addition, shall have accrued three (3) years' experience in a supervisory capacity under a class "A" air

conditioning contractor or a class "B" air conditioning contractor, or have been a licensed class "C" air conditioning contractor for two (2) years or shall have a combination of related education and experience equivalent thereto.

A class "B" air conditioning contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

Class "B" air conditioning contractors' services are limited to twenty-five (25) tons of cooling and five hundred thousand (500,000) Btu of heating in any one (1) system in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend, or design central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work performed by the contractor is necessary to make complete an air distribution system being installed under this classification, and to install, maintain, repair, fabricate, alter, extend or design piping, insulation of pipes, vessels and ducts, and installation of a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system.

- (B) *Class "C" air conditioning contractors:* A class "C" air conditioning contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for class "C" air conditioning contractors with a minimum score of seventy-five (75) percent and, in addition, shall have accrued two (2) years' experience in a supervisory capacity under a class "A," "B" or "C" air conditioning contractor or shall have a combination of related education and experience equivalent thereto.

A class "C" air conditioning contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

Class "C" air conditioning contractors' services are limited to servicing air conditioning, heating, or refrigeration



systems, including duct alterations in connection with those systems he is servicing.

- (9) *Mechanical contractors:* A mechanical contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for mechanical contractors with a minimum score of seventy-five (75) percent and, in addition, shall have accrued five (5) years' experience and two (2) of which shall have been in a supervisory capacity with educational equivalency not to exceed one (1) year of the total supervisory requirement.

A mechanical contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

Mechanical contractors' services are unlimited in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend, or design central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work performed by the contractor is necessary to make complete an air distribution system, boiler and unfired pressure vessel systems, lift station equipment and piping, and all appurtenances, apparatus, or equipment used in connection therewith and to install, maintain, repair, fabricate, alter, extend or design piping, insulation of pipes, vessels and ducts, pressure and process piping, pneumatic control piping, gasoline tanks and pump installations and piping of same, standpipes, air piping, vacuum line piping, oxygen lines, nitrous oxide piping, ink and chemical lines, fuel transmission lines, and installation of a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall include any work such as liquified petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.

- (10) *Sheet metal contractors:* A sheet metal contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for sheet metal contractors with a minimum score of seventy-five (75) percent and, in addition, shall have accrued four (4) years' experience, no less than two (2) years of which must have been in a supervisory capacity under a sheet metal contractor or shall have a combination of related education and experience equivalent thereto.

A sheet metal contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

Sheet metal contractors' services are unlimited in the sheet metal trade and include the manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repair, servicing or design of ferrous or nonferrous metal work of U.S. No. 10 gauge or its equivalent or lighter gauge and of other materials used in lieu thereof and of air-handling systems, including the settling of air-handling equipment and reinforcement of same and including the balancing of air handling systems.

- (11) *Fire protection system contractors:* Fire protection system contractors I, II, III and IV shall be certified by the state fire marshal. Individual classifications are:
- a. *Contractor I:* One whose business includes the execution of contracts requiring the ability, experience, knowledge, science and skill to intelligently lay out, fabricate, install, inspect, alter, repair or service all types of fire protection systems, excluding pre-engineered systems.
  - b. *Contractor II:* One whose business is limited to the execution of contracts requiring the ability to lay out, fabricate, install, inspect, alter, and repair water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes, and sprinkler risers, all piping that is an integral part of the system beginning at

the point where the piping is used exclusively for fire protection, sprinkler tank heaters, air lines thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

- c. *Contractor III:* One whose business is limited to the execution of contracts requiring the ability to lay out, fabricate, install, inspect, alter and repair CO<sub>2</sub> systems, foam extinguishing systems, dry chemical systems, and Halon and other chemical systems, excluding pre-engineering systems.
  - d. *Contractor IV:* One whose business is limited to the execution of contracts requiring the ability to lay out, fabricate, install, inspect, alter and repair automatic fire sprinkler systems for one-family and two-family dwellings and mobile homes.
- (12) *Roofing contractors:* A roofing contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for roofing contractors with a minimum score of seventy-five (75) percent and, in addition, shall have accrued two (2) years' experience in a supervisory capacity under a general, building, residential, or roofing contractor, or shall have a combination of related education and experience equivalent thereto.
- A roofing contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.
- Roofing contractors' services are unlimited in the roofing trade and include installation, maintenance, repair, alteration, extension or design and use of materials and items used in the installation, maintenance, extension and alteration of all kinds of roofing and waterproofing.
- (18) *Swimming pool construction contractors:* A swimming pool contractor shall be certified by the state construction industry licensing board; or shall have passed the Block and Associates exam for swimming pool contractors with a minimum score of seventy-five (75) percent and, in addi-

tion, shall have accrued two (2) years' experience in a supervisory capacity under a swimming pool contractor or shall have a combination of related education and experience equivalent thereto.

A swimming pool contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

A swimming pool contractor is authorized to excavate, construct, fabricate, install and equip swimming pools, including the pumps, water treatment and servicing the pools, pool heaters, filters and chlorinators and that piping incidental to the recirculating system. He may do the slab incidental to the pool. Such contractors shall subcontract to a qualified contractor in the field concerning all other work specified herein as being the exclusive work of a plumbing, electrical and mechanical contractor.

- (14) *Specialty contractor standards:* Specialty contractors are those who specialize in one (1) or more of the crafts of the building construction and related contracting trades, and who qualify with a minimum of two (2) years' experience, one (1) year of which must be in a supervisory capacity.

A specialty contractor shall hold (or within forty-five (45) days from the date of provisional license approval by the city obtain) and maintain an active state license for his classification.

a. *Concrete and masonry contractors:*

1. Those who are qualified to construct forms and framework for the casting and shaping of concrete; to place and erect reinforcing steel and miscellaneous embedded steel; and to pour, place and finish concrete; and
2. Those who are qualified to select, cut and lay brick and concrete block or any other unit masonry products; lay brick and other baked clay products; rough cut and dress stone, artificial stone and precast blocks, structural glass brick or block.

b. *Drywall, lathing, and plaster contractors:*

1. Those who are qualified to coat surfaces with a mixture of sand or other aggregate gypsum plas-

- ter, portland cement or quick-lime and water, or any combination of such materials as to create a permanent surface coating; and
2. Those who are qualified to install gypsum drywall products to wood and metal studs, wood and steel joists and metal runners in buildings of an unlimited area and height. The scope of work shall include the preparation of the surface over which the drywall product is to be applied, including the placing of metal studs and runners and all necessary trim; and
  3. Those who are qualified to apply and affix wood, gypsum or metal lath or any other product prepared or manufactured to provide key or suction bases for the support of plaster coatings, to provide hangers, channels and other mechanical suspension work for acoustical tile and other prefabricated ceiling material in such a manner that under an agreed specification, acceptable lathing can be executed and installed, including the channel iron work for the support of metal or other fire-resistive lath on walls, ceilings or soffits, or for solid plaster partitions.
- c. *Insulation and acoustical contractors:* Those who are qualified to install, maintain, repair, alter or extend any insulation primarily installed to prevent loss or gain of heat from internal or external sources in pipes, vessels, ducts or built-up refrigerated boxes of rooms, acoustical materials, and luminous ceilings.
  - d. *Paving contractors, commercial contractors:* Those who are qualified with the experience and skill to construct roads, airport runways and aprons, parking lots, sidewalks, curbs and gutters, property line walls, storm drainage facilities, in addition to those functions granted to residential paving contractors, and to perform the excavating, clearing and grading incidental thereto.
  - e. *Paving contractors, residential contractors:* Those who are qualified with the experience and skill to construct residential driveways, sidewalk and patios, using portland cement concrete or asphaltic concrete over shell or rock base course.

- f. *Septic tank contractors:* Those who are qualified with experience and skill to install, clean, repair, alter, extend and excavate for septic tanks, drainfields, interceptor tanks, drywell, and clean sewer lines, but shall not include any other plumbing work or connecting pipes or pumps.
- g. *Sign contractors, electrical:* Those who are qualified to install, repair, alter, add to or change any electrical wires, apparatus, raceway, conduit or any part thereof on electrical signs and are qualified to erect signs. Such contractors may connect to an existing sign circuit and may contract for and take out building permits for the erection of signs.
- h. *Sign contractors, nonelectrical:* Those who are qualified to install, repair, add to or change nonelectrical signs according to the building code standards.
- i. *Other:* Those who are qualified to perform any one (1) or more of the crafts of the building construction or related trades not specifically designated above.

(Ord. No. 499, § 8, 6-11-85; Ord. No. 593, § 1, 6-26-90; Ord. No. 674, § 1, 3-26-96)

**Sec. 16-77. License fees.**

**(a) Licenses:**

General contractor .....	\$ 50.00
Building contractor .....	50.00
Commercial paving .....	30.00
Residential contractor .....	30.00
Sheet metal contractor .....	30.00
Mechanical contractor .....	30.00
Air conditioning contractor .....	30.00
Roofing contractor .....	30.00
Electrical contractor .....	40.00
Pool contractor .....	30.00
Plumbing contractor .....	40.00
All others .....	30.00

**(b) Certificate of Competency Application:**

By designated multiple criteria ..... \$ 40.00  
(Ord. No. 499, § 9, 6-11-85)

## ARTICLE II. - MUD-BOGGING EVENTS

(24)

## Footnotes:

--- (2) ---

**Editor's note**— Ord. No. 2004-4, §§ 1—29, adopted April 5, 2004, amended former Art. II, Divs. 1—3, in its entirety to read as herein set out. Former Art. II pertained to similar subject matter and derived from Ord. No. 2001-12, §§ 1—29, adopted Oct. 16, 2001.

## DIVISION 1. - GENERALLY

## Sec. 10-41. - Definitions.

*Automobile parking space*, when required by this article, means any space permanently maintained for the duration of the outdoor event with not less than 144 square feet of usable area, and not less than eight feet wide at any place, on or contiguous to the land on which the outdoor event is conducted, so located and arranged as to permit the parking of, and be readily accessible under its own power to, a passenger automobile of average size.

*Event* means any mud-bogging where participants are paid or admission is charged that is an event, and/or where 25 trucks or 50 people are present.

(Ord. No. 2004-4, § 1, 4-5-2004)

## Sec. 10-42. - Penalties.

The penalty for violation of the requirements for this article is \$1,000.00 dollars for the first offense, and \$5,000.00 for each offense thereafter. Said violation is a civil infraction.

(Ord. No. 2004-4, § 29, 4-5-2004)

## Secs. 10-43—10-60. - Reserved.

## DIVISION 2. - LICENSE

## Sec. 10-61. - Required; time for filing application.

- (a) Every person conducting, managing or carrying on an event shall first procure a permit and pay a permit and license fee in the amount set forth in section 10-63.
- (b) An application for a license for an event shall be filed not less than 60 days prior to the beginning of such event, or not less than five days after the effective date of the ordinance from which this article derives.

(Ord. No. 2004-4, §§ 3, 4, 4-5-2004)

Sec. 10-62. - Issued only by the board of county commissioners.

Except as otherwise provided in this article, a license required by this article shall not be issued except upon the order of the board of county commissioners after the board has approved a mud-bogging permit for the event as specified in this article.

(Ord. No. 2004-4, § 2, 4-5-2004)

Sec. 10-63. - Application—Contents required.

An application for a license for a mud-bogging event shall include:

- (1) The applicant's full name and the physical address where any notice or other correspondence may be sent by certified mail, return receipt requested, (a post office box may not be given) along with a current picture identification of the applicant which will be photocopied.
- (2) The owner, exact location, legal description, area and shape of the premises on which it is planned to conduct the event.
- (3) The owner, exact location, legal description, area and shape of all lands to be used for parking or other uses incidental to the event. All portions of the activity, including parking, shall be located a minimum of 660 feet from the nearest property line, unless a waiver signed by the adjoining property owner(s) is submitted with application for license.
- (4) The date or dates and the hours during which the outdoor event is to be conducted, and during which the premises will be under the control of the applicant.
- (5) An estimate of the minimum and maximum numbers of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.
- (6) A statement whether security will be provided by a private security operator or whether arrangements have been made for security to be provided by off-duty county deputy sheriffs through the sheriff's office. If private security is being used, a sworn statement from the private security operator is needed. Such sworn statement shall set forth the name and address of the private security operator and certify that all guards to be used are licensed and bonded and do not have a felony record or a criminal history of any violence. If off-duty deputy sheriff's are being used, then a statement from the sheriff's office is needed which states that the sheriff has approved this off-duty work.
- (7) A statement as to what medical/ambulance services will be provided.
- (8) Such other information pertinent to the outdoor event as the board of county commissioners or any other county officer finds necessary and requires in order to determine whether or not the license should be granted and, if granted, the conditions of such license. Such information must be provided to the applicant within 30 days of his or her application.



- (9) A consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

- (10) A license fee of \$250.00.

(Ord. No. 2004-4, § 5, 4-5-2004)

Sec. 10-64. - Same—Accompanying documents.

At the time of filing an application for a license for an outdoor event, the applicant, at the same time, shall also file:

- (1) Four copies of a map drawn to scale of at least one inch to 400 hundred feet, showing:
  - a. The location of the property concerned;
  - b. The location of all highways, roads, lots and parcels of land within 660 feet of the exterior boundaries of the proposed use;
  - c. The location of the parking area and all other areas to be used for other uses incidental to the event;
  - d. All interior access ways;
  - e. Access to the property;
  - f. The location of all toilet, medical, drinking and other facilities;
- (2) A certified list, as shown on the latest available assessment roll of the county of the names and addresses of all persons to whom all property is assessed within 660 feet of the exterior boundaries of the proposed use;
- (3) A document showing that the applicant is the owner of the premises, or an agreement in writing signed by the owner permitting such use of the premises and the filing of the application;
- (4) An agreement signed by the applicant and by the owner of the subject premises that they will reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held; and
- (5) A standard hold harmless and indemnification form completed and executed by the applicant and the owner of the subject premises stating that they will each indemnify and the county and the sheriff, as well as the board of county commissioners, all county employees, agents,

appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.

(Ord. No. 2004-4, § 6, 4-5-2004)

Sec. 10-65. - Public hearings.

- (a) *Required.* Upon receipt of an application for a license to conduct an event, the board of county commissioners shall determine whether or not more 1,000 persons will attend the event. In making such determination, the board may consider but is not bound by the number stated in the application. If the board finds that not more than 1,000 persons will attend the event and also makes the findings required in section 10-66, then the board may, without holding a public hearing, grant the license. Such license shall not permit more than one thousand (1,000) to attend. Otherwise, the commission shall set the application for hearing. The applicant will pay all advertising cost for public hearings.
- (b) *Notice of public hearing.* The clerk of the court of the county shall serve notice, by certified mail return receipt requested, of the time and place of a hearing required by section 10-66, and not less than (5) days before such hearing serve notice of the time and place of hearing upon all persons whose names and addresses appear upon the latest available assessment roll of the county as owning property within 660 feet of the exterior boundaries of the proposed use.

(Ord. No. 2004-4, §§ 7, 8, 4-5-2004)

Sec. 10-66. - Grant or denial conditions.

A license required by this article shall be granted or denied by the board of county commissioners. A license shall not be granted unless the board of county commissioners also finds that the proposed event will not in any way substantially jeopardize, adversely affect, endanger or otherwise constitute a menace to the public health, safety or general welfare, or be materially detrimental to the property of other persons located in the vicinity of such use. The board of county commissioners may find that a location is unsuitable even if in the proper zone.

(Ord. No. 2004-4, § 9, 4-5-2004)

Sec. 10-67. - Number of participants; dates and hours; conditions.

- (a) A license for an event shall state the maximum number of participants permitted. In deciding this maximum, the board of county commissioners may be guided by, but is not bound by the estimate stated in the application for a license.
- (b) A license for an event shall state the dates and hours during which the event may be conducted. Unless otherwise approved by the board, the hours will be limited to between 7:00 a.m. and 7:00

p.m.

- (c) In granting a license, the board of county commissioners may attach such conditions as it finds necessary to accomplish the purpose of this ordinance, including, but not limited to:
- (1) Provisions for cleaning up the premises after the termination of the outdoor event;
  - (2) Advertising permitted, including advertising by radio, television or loudspeaker;
  - (3) Assuring that the number attending does not exceed the number permitted by the license;
  - (4) Such other conditions as the board finds necessary for reasons of health, sanitation, supply of food, supply of water, or promotion of the general welfare.
- (d) Such conditions shall appear on the license.

(Ord. No. 2004-4, §§ 10—12, 4-5-2004)

Sec. 10-68. - Modification, suspension or revocation.

After a hearing, the board of county commissioners may revoke, suspend or modify a license for an event for any just reason, including but not limited to any non-compliance with any ordinance, state law, or county or state rule.

(Ord. No. 2004-4, § 13, 4-5-2004)

Secs. 10-69—10-90. - Reserved.

DIVISION 3. - REQUIREMENTS OF LICENSEE

Sec. 10-91. - Limitations.

- (a) *Dates and hours.* The licensee shall operate the event only on those days and during the hours specified on the license.
- (b) *Admission and number of participants.* The licensee shall not admit any person to an event if such admission would result in a greater number of persons present than permitted by the license.

(Ord. No. 2004-4, § 15, 16, 4-5-2004)

Sec. 10-92. - Advertising.

A person shall not advertise or announce by any means or medium, including but not limited to pamphlets, handbills, newspapers, radio and television, the holding of an event prior to the granting of a license permitting such event. The licensee or other person shall not print, distribute, broadcast or use any

such advertising or announcement, or any other advertising of the event, which has not first been approved by the board of county commissioners.

(Ord. No. 2004-4, § 17, 4-5-2004)

Sec. 10-93. - Access ways.

The licensee shall provide all exterior and interior access ways that the sheriff, the fire chief and the county engineer find necessary for the use of participants at the event, all exterior and interior access ways shall be clearly delineated by means of curbs or buffers on the ground. A person shall not occupy any such access way except for the purpose of access or to cross the same.

(Ord. No. 2004-4, § 18, 4-5-2004)

Sec. 10-94. - Parking.

Every premises on which an event is conducted shall have on such premises or contiguous thereto automobile parking spaces equal to one-fifth of the number of persons which the license permits to attend the said event unless the county engineer finds that a smaller number is sufficient, in which case the parking area shall be graded, marked and separated by a physical barrier from the area where the patrons will watch the performance. At all times between one hour before the beginning of the outdoor event and one hour after its termination, the licensee shall provide parking attendants at all entrances, exits and within the parking lots.

(Ord. No. 2004-4, § 19, 4-5-2004)

Sec. 10-95. - Communication system.

The licensee shall install and at all times during which the event is in progress maintain an emergency communications system which the sheriff, the county forester and the fire chief find adequate for fire and police protection.

(Ord. No. 2004-4, § 20, 4-5-2004)

Sec. 10-96. - Fire protection.

The licensee shall provide all fire protection and fire safety measures as the county forester and the county fire chief find necessary to protect those attending the event.

(Ord. No. 2004-4, § 21, 4-5-2004)

Sec. 10-97. - Security guards.

The licensee shall provide one licensed and bonded security guard supplied by a private security operator or one off-duty county deputy sheriff hired through the sheriff's office for each 200 persons which the license permits to attend, whether actually present or not, shall be constantly in attendance during the entire time the event is in progress, and shall devote his or her entire time and attention to keeping order, and observing and enforcing all applicable statutes and ordinances, including the provisions of this article. No private security guard may be a convicted felon or have a criminal record that includes a crime of violence.

(Ord. No. 2004-4, § 22, 4-5-2004)

Sec. 10-98. - Drinking water.

(a) The licensee shall provide drinking water that is safe and meets the requirements of Florida Statutes, Florida Accessibility Code and Florida Administrative Code, and meets the following standards:

- (1) One water supply for over 50 through 100 persons;
- (2) Two water supply for more than 100 but less than 500 persons;
- (3) One additional water supply for each additional 500 persons or fraction thereof.

(b) If the county health officer finds that lesser or different facilities are sufficient instead of the above, the licensee shall provide such facilities.

(Ord. No. 2004-4, § 23, 4-5-2004)

Sec. 10-99. - Sanitary facilities.

(a) Sanitary facilities shall be provided as required by the county health officer.

(b) The licensee shall be responsible for all commercial waste and shall be responsible for paying for the pick up of all waste generated.

(Ord. No. 2004-4, § 24, 4-5-2004)

Sec. 10-100. - Alcohol or drugs.

A person shall not enter, be or remain on any part of the premises on which an event is conducted while in the possession of, consuming, using or under the influence of any alcoholic beverage or drugs. The license shall not permit any such person to enter or remain upon the licensed premises.

(Ord. No. 2004-4, § 25, 4-5-2004)

Secs. 10-101—10-124. - Reserved.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE COUNTY ADMINISTRATOR TO DISCUSS WRITTEN NOTICE RECEIVED FROM THE CITY OF PERRY OF THE CITY'S INTENT TO DISCONTINUE PARTICIPATION IN THE RECREATION INTERLOCAL AGREEMENT.

**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:**

THE CITY OF PERRY WILL DISCONTINUE FUNDING FOR THE RECREATION PROGRAM FOR FISCAL YEAR 2021-2022.

**Recommended Action:** APPROVE**Fiscal Impact:**

APPROXIMATELY \$25,000- \$30,000 ANNUALLY

**Budgeted Expense:**

N/A

**Submitted By:**

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:**

850-838-3500 ext. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE CITY OF PERRY ENTERED INTO AN INTERLOCAL AGREEMENT WITH TAYLOR COUNTY IN 2012 FOR RECREATIONAL LEAGUE SPORTS SERVICES. THIS AGREEMENT IDENTIFIED TAYLOR COUNTY AS THE LEAD FACILITATOR FOR RECREATIONAL LEAGUE SPORTS SERVICES FOR COUNTY AND CITY RESIDENTS WITH SERVICE COST SHARED ON A PRO-RATED SHARE BASIS.

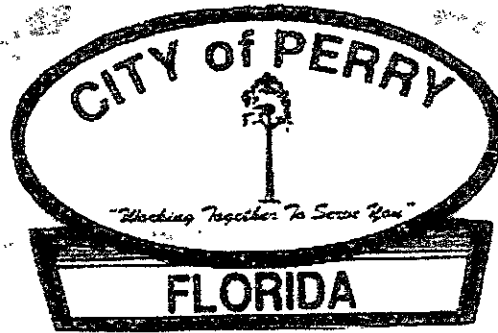
THE CITY HAS HISTORICALLY MAINTAINED PRACTICE FIELDS FOR RECREATIONAL SPORTS, HAS PROVIDED STAFFING TO ACCEPT SIGN UPS FOR BASEBALL AND HAS FUNDED A PORTION OF THE RECREATION PROGRAM.

**Options:**

ACCEPT CITY OF PERRY'S LETTER OF INTENT  
ATTEMPT TO NEGOTIATE WITH THE CITY OF PERRY

**Attachments:**

INTERLOCAL AGREEMENT  
CORRESPONDENCE FROM CITY OF PERRY



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

March 25, 2021

Ms. LaWanda Pemberton, County Administrator  
Taylor County Board of County Commissioners  
201 E. Green Street  
Perry, FL 32347

Dear Ms. Pemberton,

As required by the City and County's Interlocal Agreement for Recreational League Sports Services, please allow this letter to serve as written notice, being served 180-days prior to the end of the existing fiscal year, of the City of Perry's intent to discontinue participation in the interlocal agreement.

The decision by the Perry City Council to discontinue with this arrangement beyond the current fiscal year was made last autumn during the budgeting process. The Council directed me to notify the County of this decision and to express to their counterparts at the County government that the decision is solely reflective of fiscal constraints currently being experienced by the City government, and that this action should not be interpreted as any sort of dissatisfaction of the recreational league sports services that have been provided to the City and its residents by Taylor County and its most competent staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor Brown".

Taylor Brown, City Manager

INTERLOCAL AGREEMENT FOR  
RECREATIONAL LEAGUE SPORTS SERVICES TO BE PROVIDED TAYLOR  
COUNTY, FLORIDA AND THE CITY OF PERRY, FLORIDA

THIS INTERLOCAL AGREEMENT, entered into this 13 day of MARCH, 2012, between Taylor County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and the City of Perry, Florida, a Florida municipality corporation, hereinafter referred to as the "City" for the purpose of providing recreational league sports services to the residents of Taylor county.

W I T N E S S E T H:

WHEREAS, the County and the City of Perry have legal authority to perform general governmental services within their jurisdictions, and

WHEREAS, the County and the City are authorized by Florida Statutes 163.01 et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible to provide services; and

WHEREAS, the recreational league sports services historically provided by the City are for the benefit of both



City and County residents in providing recreational league sports; and

WHEREAS, the majority of recreational league services events are now being held at the County Sports Complex facilities; and

WHEREAS, the County and the City wish to continue to work together to provide and enhance recreational league sports services; and

WHEREAS, the County, with continued support from the City, is prepared to become the lead facilitator for recreational league sports services for the County and the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et seq., Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", the parties hereto agree as follows:

1. Purpose of the Agreement

This Agreement establishes the mechanism whereby the County, with continued support from the City, becomes the lead facilitator for recreational league sports services for County and City residents with service cost shared on a pro-rated share basis by both governmental entities.

2. Recreational League Sports Control Functions

The County shall conduct recreational league sports services functions for County and City residents or provide the opportunity for non-profits or not-for-profits to provide recreational league sport services.

3. Rights or Remedies.

By execution of this agreement, neither the County nor the City will be deemed to have waived any rights or remedies they may have available under the laws of the State of Florida.

4. Term of Agreement

This Agreement, and the period during which the County shall provide the services described herein, shall commence on the 13th day of MARCH, 2012, and shall be automatically extended from year to year thereafter unless sooner terminated. This Agreement may be terminated by any party hereto upon receipt of written notice of intent to terminate by the other party, 180 days prior to the end of the existing fiscal year.

5. Funding

The City will contribute an amount each year to the County recreational league sports services capital and operating subsidy requirements to recognize the services received by City residents. This amount will be determined in accordance with the procedures as outlined in Attachment "A" to this Agreement.

Attachment "A" will be reviewed annually and changes may be made from time to time by written agreement of the County and the City. Cash funds will be payable in full by the City to the County by April 1 and September 15 each year thus corresponding with registration completion of spring and fall sports.

6. Fields

Both entities will maintain their own recreational sports fields at their expense. Maintenance and operations of the fields themselves will not be a portion of the shared costs as outlined in Exhibit A.

The County Sports Complex will be the primary site of recreational league games (except for softball). The County will rely on City fields as a resource for any and all recreational league services. The County can schedule practices and games on the City's fields as the County deems appropriate. The City further agrees that their fields can be used as practice field by county recreational league sport teams or individual county residents at no charge to the individual(s), team(s) or the County. The County will be responsible for marking City fields for games. The City agrees that it will maintain all of its current fields to a high level of practice condition during the competitive season. The City softball fields on Johnson Stripling Road will be primary fields for

softball competition and will be maintained at game conditions during the competitive season at the City's expense.

7. Equipment

Recreational league services equipment and inventory may still be stored at the City Recreation Building. The City agrees to lease the building at \$10.00 per year as long as this agreement is in effect unless otherwise agreed upon in writing. The City agrees to transfer any existing recreational league equipment and inventory to the County, including players and coaches equipment, pitching machines, referee equipment, as well as field markers and equipment.

8. Indemnity

The County hereby assumes responsibility for, and hereby agrees to indemnify and hold the City harmless from any and all liability, claims, or damages imposed on the City up to the monetary limits provided in Section 768.28, Florida Statutes arising out of in connection with negligent acts, omissions, or misconduct of the County and its agents or employees relating to the responsibility of the County and its services to be provided under the terms of this agreement.

The City hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims, or damages imposed on the County up to the monetary limits provided in Section 768.28, Florida Statutes

arising out of in connection with negligent acts, omissions, or misconduct of the City and its agents or employees relating to the responsibility of the City and its services to be provided under the terms of this agreement.

9. Effective Date

This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Taylor County. The County shall be responsible for such filing as soon as this Agreement has been fully executed.

10. Governing Law & Venue This Agreement and the rights and obligations of the County and the City to the subject matter hereof supersedes any prior or contemporaneous agreement or understanding between the County and the City. This Agreement is governed by Florida Law and venue shall be exclusively in Taylor County, Florida.

11. Modifications It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. Filing

A copy of this agreement and all subsequent amendments hereto shall be filed by the County with the Clerk of the

Circuit Court of Taylor County, Florida, upon its execution by all parties hereto.

IN WITNESS WHEREOF, the said Taylor County, a political subdivision of the State of Florida, has caused these presents to be executed in its name by its Board of County Commissioners, acting by its Chairman of said Board, and the said municipality corporation in pursuance of due and legal action its City Council has executed these presents causing its name to be signed by its Mayor and its corporate seal to be affixed.



BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

BY: 

PATRICIA PATTERSON, CHAIR

ATTEST:

  
ANNIE MAY MURPHY, CLERK

CITY OF PERRY

BY: 

EMILY W. KETRING, MAYOR

ATTEST:

  
BOB BROWN, CITY MANAGER

## EXHIBIT "A"

The City and County agree to proportionally share the costs, as outlined in this exhibit, of the programming costs of youth recreational leagues that are in existence at the execution of this agreement.

Non-youth league programming (i.e. "Church" league softball) are currently fully funded by participant/team/sponsor fees and have not been part of shared costs or taxpayer subsidy. The County and City agree that programs that have not been subsidized, and any new programming not currently offered, be fully funded by participant/team/sponsor fees, and not taxpayer subsidy. Field maintenance for "non-subsidy" programming will continue to be provided by each governmental entity as outlined in Section 6.

Both parties agree that any resident of Taylor County, whether in the City limits or not, will be charged the same participation fee for a sport.

Definitions: Revenue: Revenue as used in this exhibit include all registration fees, scholarship funds received, team sponsor fees, and any donations received and designated for recreational use. Concession receipts and field/facility sponsorships will be fully retained by the receiving party and will not be considered revenue for cost sharing.

Expenses: Expenses include all non-field costs directly related to operating current subsidized youth sports. This would include game/practice equipment, game officials, uniforms, awards, participant insurance, and programming administrative costs for the season. Expenses would not include field maintenance, lighting, facility upkeep, etc.

City Resident: The "Street (911) Address" line on registration forms will be used to determine residency. If the "Street (911) Address on the registration form is in the city limits, the participant will be considered a city resident for purposes of the cost sharing formula.

The City agrees to use its existing payment facilities for the submission of registration forms and payments for recreation programming without charge.

Should there be unforeseeable circumstances beyond the control of the County that would jeopardize the basic continuing operations of the recreational leagues that can not be resolved without exceeding joint recreation programming budget the City would be amenable to discussing with the County mutually

beneficial solutions that would continue recreational league operations.

EXPENSE SHARING FORMULA: Both parties agree to share any excess expenses of existing youth recreational programming on a pro-rata basis of city and non-city residency. The formula will be revenues minus expenses multiplied by the percentage of residency. Both parties agree to a combined total budget for recreational programming of \$80,000 for fiscal year 2011-2012. The City's participant ratio is anticipated to be 40%, thus City payments to the County will be 40% of the budget amount. The City payments will be in two installments made on the agreed dates in section 5 of this agreement. A true-up of actual expenses and participant ratios will be conducted at the end of the fiscal year. The County will make reasonable efforts to operate programming under budget, as this would be beneficial to both parties. Both parties agree to re-visit the future budget amounts after the fall recreation football season is completed.



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**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



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

**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:** FOR CONSTRUCTION OF SPRING WARRIOR CREEK BRIDGE NO. 380035.

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A.

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

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** ON MARCH 11, 2021 KIRSTEIN DICKS, RIGHT OF WAY AGENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION REQUESTED THAT THE BOARD OF COUNTY COMMISSIONERS CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AND RESOLUTION FOR THE REPLACEMENT/CONSTRUCTION OF SPRING WARRIOR CREEK BRIDGE NO. 380035, A PART OF COUNTY ROAD 361-KEATON BEACH ROAD.

**Options:** APPROVE/NOT APPROVE

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



***Florida Department of Transportation***

RON DESANTIS  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

KEVIN J. THIBAUT, P.E.  
SECRETARY

March 11, 2021

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

RE:   Item:           4399381  
      District:       Two  
      State Road:    361 Over Spring Warrior Creek Bridge No. 380035  
      County:        Taylor  
      Parcel:         702

Dear Ms. Pemberton:

The Florida Department of Transportation is acquiring right of way for the construction of the bridge replacement project on CR 361 over Spring Warrior Creek. The Department is seeking a temporary construction easement from Taylor County.

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

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

Sincerely,

Kiersten M. Dicks  
Right of Way Agent

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

T. S. No. N/A  
R/W Map Sheet No. 2,4,5  
Tax Parcel No. N/A

Section No. 38514 CR No. 361 Over Spring Warrior Creek Bridge No. 380035 Taylor County  
F.P. No. 4399381

Parcel No. 702

Temporary Construction Easement

A temporary construction easement for the purpose of re-constructing existing bridge and roadway approaches and shoulders with diversion and temporary bridge for maintenance of traffic during construction, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on County Road No. 361 Over Spring Warrior Creek Bridge No. 380035, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

A Part Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805), Being Located In Section 24, Township 6 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

**Commence** At A 4"x4" Concrete Monument With Aluminum Disk, Stamped "RLS 2216 23-24-25-26", Marking The Southwest Corner of Section 24, Township 6 South, Range 7 East, Taylor County, Florida; Thence North 00°49'50" West, Along The West Line Of Said Section 24, A Distance Of 2720.30 Feet To The Northwest Corner Of The Southwest 1/4 Of Said Section 24; Thence North 89°58'18" East, Along The North Line Of Said Southwest 1/4, A Distance Of 718.33 Feet To The Baseline Of Survey Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805); Thence South 06°07'56" West, Along Said Baseline Of Survey, A Distance Of 707.27 Feet To The **Point Of Beginning**; Thence North 83°52'04" West, A Distance Of 50.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 361 (Keaton Beach Road); Thence North 06°07'56" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 1,578.65 Feet; Thence South 83°52'04" East, A Distance Of 100.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 361; Thence South 06°07'56" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 1,578.65 Feet; Thence North 83°52'04" West, A Distance Of 50.00 Feet To The **Point Of Beginning**.

Containing 3.624 Acres, More Or Less.

THIS EASEMENT shall be for a period of sixty (60) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

Parcel Description Verified By: Rhonda Roberson

Date: 02/04/2021

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

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

Homestead Property: ☐ Yes ☐ No

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

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

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

SUBORDINATE INTEREST: N/A

08-TE.11-Date: March 9, 2021

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO.	702.1
SECTION NO.	38514
F.P. NO.	4399381
STATE ROAD NO.	361 Over Spring Warrior Creek Bridge No. 380035
COUNTY OF	Taylor

### TEMPORARY EASEMENT

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

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other  
valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor  
hereby gives, grants, bargains and releases to the grantee, a temporary construction easement  
for the purpose of re-constructing existing bridge and roadway approaches and shoulders with  
diversion and temporary bridge for maintenance of traffic during construction, tying in,  
conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility,  
driveway, walkway, turnout, and/or other features located on or within the real property  
described below, with the construction undertaken by the Department on County Road No. 361  
Over Spring Warrior Creek Bridge No. 380035, as part of the above-referenced financial project  
(collectively the "Reconnection Work"), together with related incidental purposes necessary to  
complete the Reconnection Work.

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

THIS EASEMENT shall be for a period of sixty (60) months commencing on the date the  
State of Florida Department of Transportation becomes the owner of this easement.

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

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

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

Taylor County, Florida,  
by Its Board of County Commissioners

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

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

**Exhibit "A"**

Section No. 38514 CR No. 361 Over Spring Warrior Creek Bridge No. 380035 Taylor County  
F.P. No. 4399381

Parcel No. 702

Temporary Construction Easement

A Part Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805), Being Located In Section 24, Township 6 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

**Commence** At A 4"x4" Concrete Monument With Aluminum Disk, Stamped "RLS 2216 23-24-25-26", Marking The Southwest Corner of Section 24, Township 6 South, Range 7 East, Taylor County, Florida; Thence North 00°49'50" West, Along The West Line Of Said Section 24, A Distance Of 2720.30 Feet To The Northwest Corner Of The Southwest 1/4 Of Said Section 24; Thence North 89°58'18" East, Along The North Line Of Said Southwest 1/4, A Distance Of 718.33 Feet To The Baseline Of Survey Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805); Thence South 06°07'56" West, Along Said Baseline Of Survey, A Distance Of 707.27 Feet To The **Point Of Beginning**; Thence North 83°52'04" West, A Distance Of 50.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 361 (Keaton Beach Road); Thence North 06°07'56" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 1,578.65 Feet; Thence South 83°52'04" East, A Distance Of 100.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 361; Thence South 06°07'56" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 1,578.65 Feet; Thence North 83°52'04" West, A Distance Of 50.00 Feet To The **Point Of Beginning**.

Containing 3.624 Acres, More Or Less.

TE.12-Date:

This instrument prepared by  
or under the direction of:

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

PARCEL NO. 702.1  
SECTION NO. 38514  
F.P. NO. 4399381  
STATE ROAD NO. 361 Over Spring  
Warrior Creek Bridge  
No. 380035  
COUNTY OF Taylor

### RESOLUTION

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

WHEREAS, the State of Florida Department of Transportation proposes to construct or  
improve State Road No. 361 Over Spring Warrior Creek Bridge No. 380035, Section No. 38514,  
F.P. No. 4399381 in Taylor County, Florida; and

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

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

WHEREAS, the State of Florida Department of Transportation has made application to said  
County to execute and deliver to the State of Florida Department of Transportation a temporary  
construction easement, or easements, in favor of the State of Florida Department of  
Transportation, for the purpose of re-constructing existing bridge and roadway approaches and  
shoulders with diversion and temporary bridge for maintenance of traffic during construction,  
tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement,  
drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real  
property described below, with the construction undertaken by the Department on County Road



No. 361 Over Spring Warrior Creek Bridge No. 380035, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work, and said request having been duly considered.

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

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

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

STATE OF FLORIDA

COUNTY OF TAYLOR

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

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

0 200 400 800 1200  
Scale: 1" = 400'



SEE KEY SHEET 3

## KEY SHEET OF A SURVEY

**THIS MAP IS NOT A SURVEY**

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES  
COUNTY ROAD NO. 361 (KEATON BEACH ROAD) OVER SPRING WARRIOR CREEK BRIDGE No. 380035 & BRIDGE No. 38003

[illegible]



**DETAIL SHEET**

THIS MAP IS NOT A SURVEY  
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

COUNTY ROAD NO. 361 (KEATON BEACH ROAD) OVER SPRING WARRIOR CREEK BRIDGE No. 380035 & BRIDGE No. 380037

<b>RIGHT OF WAY MAP</b>	<b>FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING</b>	APPROVED BY _____ DATE _____									BY _____ DATE _____	F.A.P. No. D219-081-B	SECTION 38514	MAPS PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 904-641-0123 L.B.#2648	DATA SOURCE: DATABASE #3851402
		02-08-2021									PRELIM M.BRENT 10/29/2020				
		FOR THE DISTRICT SECRETARY									FINAL B.ROBBINS 02/02/2021	COUNTY ROAD NO. 361	TAYLOR COUNTY	F.P. NO. 4399381	SHEET 4 OF 9
		100% REVIEW R.M.W. 02-02-21									B.ROBBINS 02/02/2021				
		REVISION BY _____ DATE _____									CHECKED B.ROBBINS 01/26/2021				

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

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

**MEETING DATE REQUESTED:**

APRIL 5, 2021

**Statement of Issue:** FOR CONSTRUCTION OF SPRING WARRIOR CREEK BRIDGE NO. 380037.

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A.

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** ON MARCH 11, 2021 KIRSTEIN DICKS, RIGHT OF WAY AGENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION REQUESTED THAT THE BOARD OF COUNTY COMMISSIONERS CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AND RESOLUTION FOR THE REPLACEMENT/CONSTRUCTION OF SPRING WARRIOR CREEK BRIDGE NO. 380037, A PART OF COUNTY ROAD 361-KEATON BEACH ROAD.

**Options:** APPROVE/NOT APPROVE

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



***Florida Department of Transportation***

**RON DESANTIS**  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

**KEVIN J. THIBAUT, P.E.**  
SECRETARY

March 11, 2021

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

RE:   Item:           4399371  
      District:       Two  
      State Road:   361 Over Spring Warrior Creek Bridge No. 380037  
      County:       Taylor  
      Parcel:       703

Dear Ms. Pemberton:

The Florida Department of Transportation is acquiring right of way for the construction of the bridge replacement project on CR 361 over Spring Warrior Creek. The Department is seeking a temporary construction easement from Taylor County.

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

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

Sincerely,

Kiersten M. Dicks  
Right of Way Agent

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

T. S. No. N/A  
R/W Map Sheet No. 3,6,7  
Tax Parcel No. N/A

Section No. 38514    CR No. 361 Over Spring Warrior Creek Bridge No. 380037 Taylor County  
F.P. No. 4399371

Parcel No. 703

Temporary Construction Easement

A temporary construction easement for the purpose of re-constructing existing bridge and roadway approaches and shoulders with diversion and temporary bridge for maintenance of traffic during construction, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on County Road No. 361 Over Spring Warrior Creek Bridge No. 380037, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

A Part Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805), Being Located In Section 12, Township 6 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

**Commence** At An FDEP Aluminum Monument With Cap, Stamped "12-13", Marking The Southwest Corner Of The Southeast 1/4 Of Section 12, Township 6 South, Range 7 East, Taylor County, Florida; Thence North 89°46'44" East, Along The South Line Of Said Section 12, A Distance Of 756.77 Feet To The Baseline Of Survey Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805); Thence North 13°00'44" East, Along Said Baseline Of Survey, A Distance Of 30.82 Feet To The **Point Of Beginning**; Thence North 76°59'16" West, A Distance Of 50.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 361 (Keaton Beach Road); Thence North 13°00'44" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 1,216.28 Feet; Thence South 76°59'16" East, A Distance Of 100.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 361; Thence South 13°00'44" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 1,216.28 Feet; Thence North 76°59'16" West, A Distance Of 50.00 Feet To The **Point Of Beginning**.

Containing 2.792 Acres, More Or Less.

THIS EASEMENT shall be for a period of sixty (60) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

Parcel Description Verified By: Rhonda Roberson

Date: 02/04/2021

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

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

Homestead Property: ☐ Yes ☐ No

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

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

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

SUBORDINATE INTEREST: N/A

08-TE.11-Date: March 9, 2021

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 703.1  
SECTION NO. 38514  
F.P. NO. 4399371  
STATE ROAD NO. 361 Over Spring  
Warrior Creek Bridge  
No. 380037  
COUNTY OF Taylor

### TEMPORARY EASEMENT

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

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other  
valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor  
hereby gives, grants, bargains and releases to the grantee, a temporary construction easement  
for the purpose of re-constructing existing bridge and roadway approaches and shoulders with  
diversion and temporary bridge for maintenance of traffic during construction, tying in,  
conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility,  
driveway, walkway, turnout, and/or other features located on or within the real property  
described below, with the construction undertaken by the Department on County Road No. 361  
Over Spring Warrior Creek Bridge No. 380037, as part of the above-referenced financial project  
(collectively the "Reconnection Work"), together with related incidental purposes necessary to  
complete the Reconnection Work.

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

THIS EASEMENT shall be for a period of sixty (60) months commencing on the date the  
State of Florida Department of Transportation becomes the owner of this easement.



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

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

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

Taylor County, Florida,  
by Its Board of County Commissioners

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

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

**Exhibit "A"**

Section No. 38514 CR No. 361 Over Spring Warrior Creek Bridge No. 380037 Taylor County  
F.P. No. 4399371

Parcel No. 703

Temporary Construction Easement

A Part Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805), Being Located In Section 12, Township 6 South, Range 7 East, Taylor County, Florida, Being More Particularly Described As Follows:

**Commence** At An FDEP Aluminum Monument With Cap, Stamped "12-13", Marking The Southwest Corner of The Southeast 1/4 Of Section 12, Township 6 South, Range 7 East, Taylor County, Florida; Thence North 89°46'44" East, Along The South Line Of Said Section 12, A Distance Of 756.77 Feet To The Baseline Of Survey Of County Road No. 361 (Keaton Beach Road) (A 100 Foot Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 3805); Thence North 13°00'44" East, Along Said Baseline Of Survey, A Distance Of 30.82 Feet To The **Point Of Beginning**; Thence North 76°59'16" West, A Distance Of 50.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 361 (Keaton Beach Road); Thence North 13°00'44" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 1,216.28 Feet; Thence South 76°59'16" East, A Distance Of 100.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 361; Thence South 13°00'44" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 1,216.28 Feet; Thence North 76°59'16" West, A Distance Of 50.00 Feet To The **Point Of Beginning**.

Containing 2.792 Acres, More Or Less.

TE.12-Date:

This instrument prepared by  
or under the direction of:

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

PARCEL NO. 703.1  
SECTION NO. 38514  
F.P. NO. 4399371  
STATE ROAD NO. 361 Over Spring  
Warrior Creek Bridge  
No. 380037  
COUNTY OF Taylor

### RESOLUTION

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

WHEREAS, the State of Florida Department of Transportation proposes to construct or  
improve State Road No. 361 Over Spring Warrior Creek Bridge No. 380037, Section No. 38514,  
F.P. No. 4399371 in Taylor County, Florida; and

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

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

WHEREAS, the State of Florida Department of Transportation has made application to said  
County to execute and deliver to the State of Florida Department of Transportation a temporary  
construction easement, or easements, in favor of the State of Florida Department of  
Transportation, for the purpose of re-constructing existing bridge and roadway approaches and  
shoulders with diversion and temporary bridge for maintenance of traffic during construction,  
tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement,  
drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real  
property described below, with the construction undertaken by the Department on County Road

No. 361 Over Spring Warrior Creek Bridge No. 380037, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work, and said request having been duly considered.

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

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

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

STATE OF FLORIDA

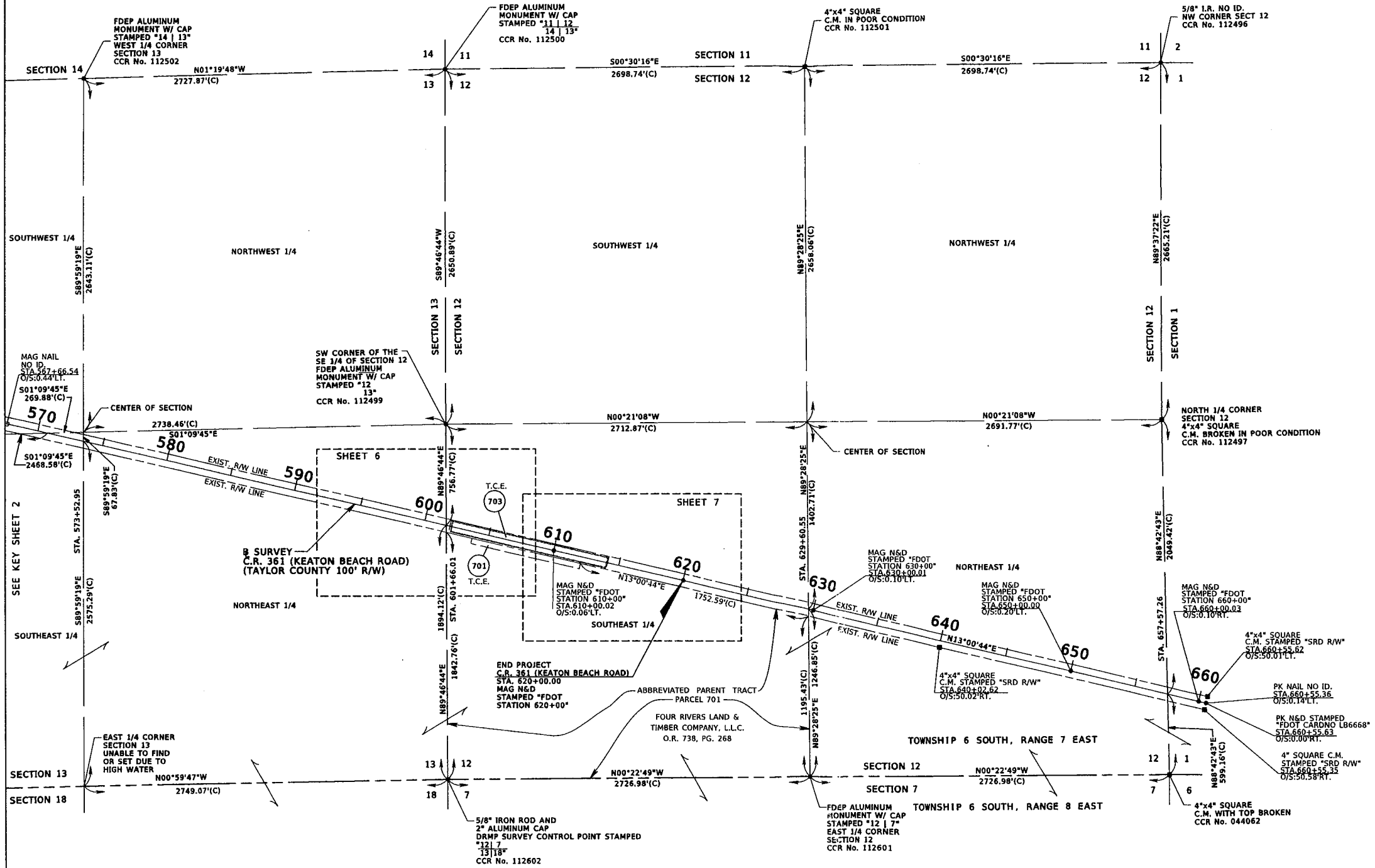
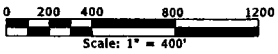
COUNTY OF TAYLOR

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

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



TOWNSHIP 6 SOUTH, RANGE 7 EAST



PRELIMINARY  
Subject to Change

KEY SHEET  
THIS MAP IS NOT A SURVEY  
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES  
COUNTY ROAD NO. 361 (KEATON BEACH ROAD) OVER SPRING WARRIOR CREEK BRIDGE No. 380035 & BRIDGE No. 380037

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY  
FOR THE DISTRICT SECRETARY

DATE  
02-08-2021

100% REVIEW	BY	DATE	REVISION	BY	DATE
	R.M.W.	02-02-21			

PRELIM	BY	DATE
	M.BRENT	10/29/2020
FINAL	BY	DATE
	B.ROBBINS	02/02/2021

F.A.P. No. D220-117-B  
COUNTY ROAD NO. 361

SECTION 38514  
TAYLOR COUNTY

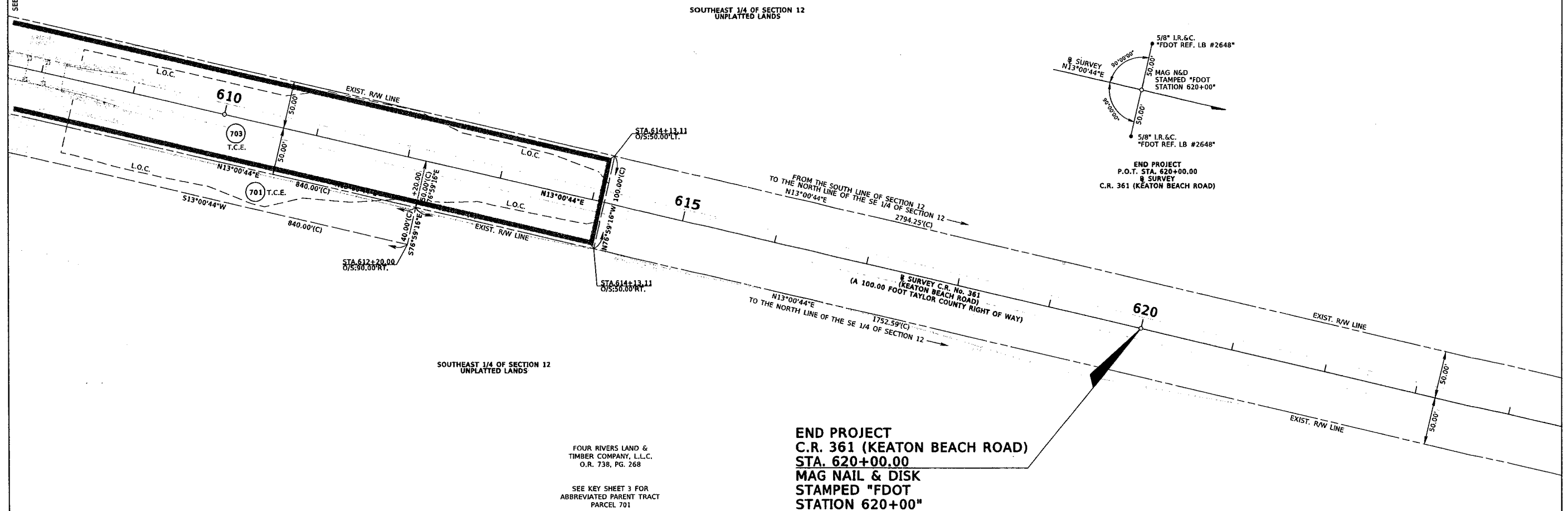
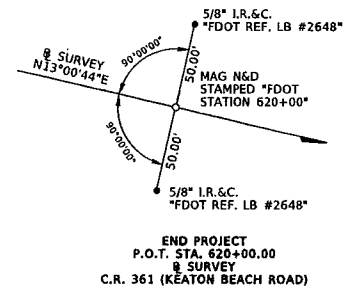
MAPS PREPARED BY:  
DRMP, INC.  
8001 BELFORT PARKWAY, SUITE 200  
JACKSONVILLE, FL 32256  
904-641-0123 L.B.#2648

DATA SOURCE:  
DATABASE #3851402  
SCALE: 1" = 400'

F.P. NO. 4399371

SHEET 3 OF 9

[illegible]



PRELIMINARY  
Subject to Change

DETAIL SHEET  
THIS MAP IS NOT A SURVEY  
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES  
COUNTY ROAD NO. 361 (KEATON BEACH ROAD) OVER SPRING WARRIOR CREEK BRIDGE NO. 380035

[illegible]