

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
REGULAR BOARD MEETING  
TUESDAY, JUNE 21, 2016  
6:00 P.M.  
201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE

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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF MAY 24 AND JUNE 6, 2016.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF INVOICE, IN THE AMOUNT OF \$47,112, AS SUBMITTED BY POWELL & JONES, CPAS, FOR THE AUDIT OF FINANCIAL STATEMENTS FOR THE FY ENDED SEPTEMBER 30, 2015.
7. THE BOARD TO CONSIDER APPROVAL OF INVOICE, IN THE AMOUNT OF \$19,505.39, AS SUBMITTED BY THE CITY OF PERRY'S COMMUNITY REDEVELOPMENT AGENCY.

8. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE STATE AID TO LIBRARIES GRANT AMENDMENT NO. 1 TO THE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE, AND THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, FOR AND ON BEHALF OF TAYLOR COUNTY PUBLIC LIBRARY, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
9. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE VOTING SYSTEM AND MANAGED SERVICES AGREEMENT, BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND TAYLOR COUNTY, AND ON THE RECEIPT AND USE OF HAVA FUNDS FOR VOTING SYSTEMS ASSISTANCE GRANTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

10. BILLY RUSSELL TO APPEAR TO REQUEST THAT THE NAME OF BLUE BAR ROAD BE CHANGED TO WILL CHESTER ROAD, AS AGENDAED BY COMMISSIONER FEAGLE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

11. SAVANNA BARRY, PH.D., UNIVERSITY OF FLORIDA IFAS NATURE COAST BIOLOGICAL STATION, TO APPEAR TO REQUEST BOARD APPROVAL TO INSTALL INFORMATIONAL SIGNAGE AND MONOFILAMENT RECYCLING BINS AT THE STEINHATCHEE BOAT RAMP.
12. THE BOARD TO CONSIDER APPROVAL OF THE BIG BEND WATER AUTHORITY (BBWA) FY 2016-2017 BUDGET, AS AGENDAED BY MARK REBLIN.

GENERAL BUSINESS:

13. THE BOARD TO CONSIDER A TRANSFER OF \$5000 FROM CONTINGENCY TO FUND ADDITIONAL TOURNAMENTS AT THE SPORTS COMPLEX, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
14. THE BOARD TO DISCUSS ADDITIONAL EVENT INSURANCE AT COUNTY PARKS, AS AGENDAED BY COMMISSIONER FEAGLE.

COUNTY ATTORNEY ITEMS:

15. THE BOARD TO CONSIDER A PETITION TO ABANDON A STRUCTURE EASEMENT (STEINHATCHEE RIVERGATE LLC EASEMENT) IN STEINHATCHEE FOR ENCROACHMENT INTO THIRTEENTH STREET EAST R/W, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

16. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

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 MARGARET DUNN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

**MARK WIGGINS, TAX COLLECTOR**  
**OFFICE OF THE TAX COLLECTOR**  
Taylor County • Post Office Box 30  
Perry, Florida 32348-0030

**Property Tax Office**  
Taylor County Courthouse

Phone 850-838-3580  
Fax 850-838-3543

June 13, 2016

Board of County Commission  
Taylor County Courthouse  
Perry, Florida 32347  
Attn: Honorable, Jody DeVane Chairman


Dear Mr. DeVane,

County  
↑

Attached you will find a listing of the 2015 certificates you purchased from our Tax Certificate Sale on May 27, 2016.

Should you have any questions concerning this list you may contact our tax department at the above listed telephone number.

Sincerely,

  
Mark Wiggins, Tax Collector

MW/be

Attachments

F.Y.I.



*Forest Capital of the South*



# TAYLOR COUNTY

The following is a list of 2016 Tax Certificates purchased 05/27/2016

on Delinquent Real Estate Taxes by:

0099999 COUNTY HELD CERTIFICATE  
PERRY FL 32347

Cert. Number	Account No.	Folio	Adv. Number	Taxable Value	Interest % Bid	Cost of Certificate
17	R01179-100	609.0000	150026	670	18.00	50.56
25	R01301-100	887.0000	150035	1,440	18.00	63.86
26	R01302-100	893.0000	150036	1,440	18.00	63.86
27	R01303-100	899.0000	150037	1,440	18.00	63.86
28	R01304-100	905.0000	150038	1,440	18.00	63.86
29	R01305-100	911.0000	150039	1,440	18.00	63.86
30	R01306-100	917.0000	150040	1,440	18.00	63.86
31	R01307-100	923.0000	150041	1,440	18.00	63.86
32	R01308-100	929.0000	150042	1,440	18.00	63.86
33	R01309-100	935.0000	150043	1,440	18.00	63.86
34	R01310-100	941.0000	150044	1,440	18.00	63.86
35	R01311-200	949.0000	150045	1,170	18.00	59.19
36	R01320-100	968.0000	150046	720	18.00	51.45
37	R01333-100	989.0000	150047	720	18.00	51.45
44	R01590-100	1459.0000	150059	1,440	18.00	63.86
45	R01601-200	1489.0000	150060	1,350	18.00	62.31
46	R01601-400	1491.0000	150061	1,800	18.00	70.09
47	R01605-200	1495.0000	150062	1,440	18.00	63.86
48	R01605-400	1497.0000	150063	1,920	18.00	72.16
49	R01606-100	1502.0000	150064	1,080	18.00	57.65
50	R01613-200	1516.0000	150065	860	18.00	53.85
51	R01613-400	1518.0000	150066	730	18.00	51.61
52	R01616-050	1525.0000	150067	30,150	18.00	193.93
54	R01619-550	1554.0000	150069	2,830	18.00	239.28
55	R01619-775	1564.0000	150070	0	18.00	240.88
58	R01624-200	1578.0000	150073	650	18.00	50.22
59	R01624-400	1580.0000	150074	810	18.00	52.99
60	R01626-100	1587.0000	150075	320	18.00	44.52
61	R01630-100	1596.0000	150076	1,440	18.00	63.86
64	R01638-000	1614.0000	150079	2,730	18.00	237.56
68	R01646-100	1634.0000	150083	1,440	18.00	63.86
69	R01647-100	1637.0000	150084	840	18.00	53.50
70	R01654-100	1645.0000	150085	480	18.00	47.30
71	R01658-100	1649.0000	150086	360	18.00	45.21
72	R01662-100	1653.0000	150087	840	18.00	53.50
73	R01663-100	1655.0000	150088	1,320	18.00	61.79
75	R01677-100	1679.0000	150090	1,440	18.00	63.86
76	R01678-100	1685.0000	150091	1,440	18.00	63.86
77	R01680-000	1692.0000	150092	960	18.00	55.58
78	R01681-100	1694.0000	150093	1,560	18.00	65.94
79	R01682-100	1698.0000	150094	480	18.00	47.30
80	R01683-100	1700.0000	150095	840	18.00	53.50
81	R01687-000	1705.0000	150096	520	18.00	47.98
111	R01819-000	2090.0000	150129	0	18.00	190.41
113	R01842-050	2119.0000	150133	0	18.00	190.41
139	R02018-000	2455.0000	150163	0	18.00	190.41
144	R02035-009	2516.0000	150168	0	18.00	190.41
147	R02035-043	2546.0000	150171	0	18.00	240.88
158	R02075-150	2673.0000	150189	0	18.00	190.41
162	R02087-110	2741.0000	150195	0	18.00	190.41
170	R02125-200	2888.0000	150204	0	18.00	190.41
171	R02170-000	2977.0000	150207	0	18.00	190.41
173	R02199-100	3012.0000	150209	0	18.00	190.41
183	R02224-010	3115.0000	150220	0	18.00	190.41
186	R02230-300	3128.0000	150225	0	18.00	190.41
187	R02233-000	3133.0000	150226	130	18.00	192.65
190	R02267-000	3172.0000	150230	0	18.00	190.41
201	R02309-100	3258.0000	150242	0	18.00	190.41
211	R02408-675	3459.0000	150253	910	18.00	206.12

# TAYLOR COUNTY

The following is a list of 2016 Tax Certificates purchased 05/27/2016  
on Delinquent Real Estate Taxes by:

0099999 COUNTY HELD CERTIFICATE  
PERRY FL 32347

Cert. Number	Account No.	Folio	Adv. Number	Taxable Value	Interest % Bid	Cost of Certificate
214	R02414-430	3491.0000	150256	0	18.00	190.41
216	R02414-500	3494.0000	150258	0	18.00	190.41
219	R02433-100	3543.0000	150262	0	18.00	190.41
223	R02440-200	3564.0000	150266	1,120	18.00	209.76
259	R02758-300	4001.0000	150313	0	18.00	190.41
263	R02774-470	4035.0000	150318	0	18.00	190.41
264	R02774-500	4036.0000	150319	17,560	18.00	151.49
265	R02774-620	4040.0000	150320	0	18.00	190.41
271	R02789-601	4172.0000	150328	0	18.00	190.41
285	R02916-000	4419.0000	150346	0	18.00	190.41
288	R03021-000	4548.0000	150349	7,670	18.00	209.81
290	R03041-000	4572.0000	150353	680	18.00	54.15
292	R03048-000	4579.0000	150355	4,110	18.00	130.54
344	R03375-000	4971.0000	150413	7,600	18.00	208.26
366	R03606-000	5212.0000	150441	7,360	18.00	202.92
402	R04038-000	5632.0000	150482	8,690	18.00	232.54
415	R04083-400	5678.0000	150496	3,850	18.00	124.74
422	R04122-000	5715.0000	150503	720	18.00	55.05
459	R04377-000	5945.0000	150543	8,460	18.00	227.41
463	R04452-000	5976.0000	150547	9,270	18.00	245.44
469	R04491-000	6013.0000	150554	2,110	18.00	85.99
481	R04617-000	6134.0000	150566	1,240	18.00	66.63
485	R04654-000	6170.0000	150570	8,010	18.00	217.40
547	R04992-000	6609.0000	150640	9,320	18.00	246.56
575	R05129-000	6798.0000	150674	5,690	18.00	165.70
610	R05256-000	6981.0000	150713	4,770	18.00	145.24
617	R05291-100	7020.0000	150722	1,390	18.00	69.96
621	R05300-100	7031.0000	150726	4,120	18.00	130.76
630	R05321-000	7069.0000	150737	630	18.00	53.03
634	R05347-000	7089.0000	150743	4,050	18.00	129.21
650	R05433-000	7185.0000	150762	4,020	18.00	128.52
655	R05460-000	7211.0000	150767	1,400	18.00	70.20
681	R05593-000	7383.0000	150796	0	18.00	190.41
683	R05615-100	7421.0000	150798	690	18.00	50.91
685	R05635-100	7474.0000	150801	760	18.00	52.11
688	R05644-200	7498.0000	150804	820	18.00	53.16
693	R05658-100	7545.0000	150811	1,450	18.00	64.04
744	R05897-000	8142.0000	150866	0	18.00	190.41
750	R05944-730	8251.0000	150874	40	18.00	191.10
759	R05997-000	8374.0000	150884	0	18.00	240.88
770	R06070-715	8577.0000	150897	0	18.00	190.41
771	R06070-730	8581.0000	150898	8,090	18.00	76.84
775	R06113-200	8705.0000	150902	480	18.00	47.30
777	R06120-100	8719.0000	150904	840	18.00	53.50
780	R06122-100	8731.0000	150907	720	18.00	51.45
787	R06169-200	8845.0000	150916	0	18.00	190.41
789	R06177-200	8855.0000	150918	720	18.00	51.45
791	R06193-100	8889.0000	150921	720	18.00	51.45
792	R06197-000	8893.0000	150922	1,080	18.00	57.65
793	R06200-100	8895.0000	150923	1,200	18.00	59.72
794	R06201-100	8897.0000	150924	1,080	18.00	57.65
795	R06202-100	8899.0000	150925	1,560	18.00	65.94
796	R06206-000	8907.0000	150926	960	18.00	55.58
797	R06209-000	8911.0000	150927	720	18.00	51.45
798	R06230-000	8939.0000	150928	360	18.00	45.21
799	R06230-100	8940.0000	150929	480	18.00	47.30
802	R06234-100	8945.0000	150932	480	18.00	47.30
804	R06240-100	8963.0000	150935	0	18.00	190.41
805	R06241-100	8965.0000	150936	840	18.00	53.50

# TAYLOR COUNTY

The following is a list of 2016 Tax Certificates purchased 05/27/2016

on Delinquent Real Estate Taxes by:

0099999 COUNTY HELD CERTIFICATE  
PERRY FL 32347

Cert. Number	Account No.	Folio	Adv. Number	Taxable Value	Interest % Bid	Cost of Certificate
824	R06320-050	9226.0000	150962	1,460	18.00	215.63
834	R06383-000	9448.0000	150978	0	18.00	190.41
861	R06553-252	9978.0000	151010	0	18.00	190.41
868	R06555-147	10033.0000	151017	2,580	18.00	234.96
902	R06562-240	10517.0000	151059	0	18.00	190.41
917	R06578-054	10717.0000	151080	0	18.00	190.41
920	R06578-115	10773.0000	151083	0	18.00	190.41
921	R06578-118	10776.0000	151084	920	18.00	54.89
925	R06578-162	10819.0000	151090	0	18.00	190.41
928	R06578-171	10828.0000	151093	0	18.00	190.41
950	R06578-414	11055.0000	151115	0	18.00	190.41
965	R06665-300	11441.0000	151137	0	18.00	190.41
1023	R07297-025	12469.0000	151201	1,140	18.00	83.25
1025	R07318-000	12516.0000	151210	0	18.00	190.41
1028	R07337-000	12536.0000	151214	0	18.00	190.41
1031	R07354-300	12570.0000	151220	0	18.00	190.41
1046	R07418-150	12793.0000	151241	310	18.00	195.77
1050	R07445-001	12840.0000	151245	0	18.00	190.41
1070	R07632-300	13193.0000	151269	0	18.00	240.88
1072	R07637-010	13205.0000	151271	0	18.00	190.41
1096	R07891-075	13653.0000	151302	3,770	18.00	122.97
1098	R07891-093	13659.0000	151304	4,560	18.00	140.56
1105	R07936-010	13735.0000	151312	0	18.00	190.41
1111	R08000-000	13839.0000	151319	0	18.00	190.41
1146	R08251-000	14172.0000	151359	2,150	18.00	227.53
1154	R08309-000	14260.0000	151370	0	18.00	190.41
1156	R08311-000	14263.0000	151372	0	18.00	190.41
1167	R08414-001	14384.0000	151387	0	18.00	190.41
1174	R08483-825	14550.0000	151397	200	18.00	193.86
1178	R08499-001	14576.0000	151401	0	18.00	190.41
1182	R08510-000	14594.0000	151405	1,780	18.00	221.15
1184	R08517-125	14604.0000	151407	0	18.00	240.88
1185	R08527-000	14619.0000	151408	0	18.00	190.41
1193	R08608-350	14767.0000	151421	0	18.00	190.41
1195	R08610-300	14780.0000	151423	0	18.00	190.41
1197	R08618-100	14813.0000	151425	0	18.00	190.41
1206	R08679-400	14951.0000	151437	0	18.00	190.41
1209	R08697-030	14994.0000	151441	0	18.00	190.41
1210	R08697-060	14995.0000	151442	0	18.00	190.41
1212	R08697-170	14999.0000	151444	0	18.00	190.41
1214	R08793-500	15161.0000	151446	0	18.00	190.41
1219	R08877-040	15307.0000	151453	0	18.00	190.41
1263	R09229-005	16062.0000	151501	0	18.00	190.41
1308	R09481-150	16757.0000	151553	0	18.00	190.41
1309	R09485-005	16779.0000	151554	0	18.00	190.41
1332	R09556-040	17017.0000	151582	0	18.00	190.41
1346	R09596-029	17171.0000	151603	0	18.00	190.41
1353	R09596-215	17243.0000	151610	60	18.00	191.45
1418	R09983-000	17985.0000	151683	0	18.00	190.41

Number of Certificates	167	Total to be Collected	23,088.71
		Deposited	0.00
		Balance	23,088.71

**POWELL & JONES**  
Certified Public Accountants

Richard C. Powell, CPA  
Marian J. Powell, CPA

6  
Please remit to:  
1359 SW Main Blvd.  
Lake City, FL 32025  
386-755-4200  
Fax: 386-719-5504

May 19, 2016

Taylor County  
P.O. Box 620  
108 N. Jefferson  
Perry, FL 32348

Invoice 5678

For Professional Services

Audit of financial statements for the fiscal year ended September 30, 2015.

Prior year fee  
CPI-U 1.6%

\$46,370.00  
742.00  
\$47,112.00

(0119-53200)  
5/31/16

RECEIVED

MAY 31 2016

ANNIE MAE MURPHY  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

aguda/consent  
6/6/16

Florida Institute of Certified Public Accountants  
American Institute of Certified Public Accountants





7

May 11, 2016

Taylor County Board of County Commissioners  
c/o Annie Mae Murphy  
Clerk of Circuit Court  
108 N. Jefferson Street, suite 102  
Perry, FL 32348

Dear Ms. Murphy,

On behalf of the City of Perry's Community Redevelopment Agency, I am respectfully requesting funds in the amount of \$19,505.39. The enclosed information details how this amount was determined.

(0341-58107)

Please call me if you have any questions.

Sincerely,

Penny B. Staffney  
Director of Finance

Enclosure

aguda/consent 6/6/16  
APY 5/31/16

**Community Redevelopment Agency  
Redevelopment Trust Fund  
May 12, 2016**

Difference Between 2015 and 1993 Property Values: \$2,928,414

Line 3 DR-420TIF	\$2,928,414
Taylor County Operating Millage	<div style="background-color: black; width: 150px; height: 1.2em; margin: 0 auto;"></div>
	\$20,531.99
Per statute minus 5 percent	-5% <u>(\$1,026.60)</u>
Amount Due from Taylor County	\$19,505.39

	\$2,928,414
City of Perry Operating Millage	<div style="background-color: black; width: 150px; height: 1.2em; margin: 0 auto;"></div>
	\$16,830.77
Per statute minus 5 percent	-5% <u>(\$841.54)</u>
Amount Due from City of Perry	\$15,989.23

<b>Amount to be deposited into the Redevelopment Trust Fund</b>	<b><u>\$35,494.62</u></b>
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**DETAIL BUDGET REQUEST**  
**2015/2016 FISCAL YEAR**

**DEPARTMENT:** COMMUNITY REDEVELOPMENT  
**DEPARTMENT #:** 0341

**PREPARED BY:**  6/22/15  
Tammy Taylor, Finance Director

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
58107	CITY REDEVELOPMENT TRUST FUND	\$21,000

This expenditure is budgeted for payment to the City of Perry, for the "Community Redevelopment Trust Fund. The funds are used by the City of Perry to "finance (or refinance) community redevelopment undertaken pursuant to the City's Community Redevelopment Plan."

(Refer to City Ordinance No. 623 and No. 618; Fl.Statutes 163.340)

The City of Perry invoices the Board on an annual basis. Calculation for the County's portion due in the 2014 F.Y. is as follows:

Difference between ("2015/2016") & 1993 property values  
x Taylor County operating millage  
Total amount due from Taylor County

*(The 2015-2016 FY budget is an estimate, based on the amount billed and paid in the 2015 FY - \$19,316)*

<b>TOTAL BUDGET</b>	<b>\$21,000</b>
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*(No Change)*

*Actual 2015/16 \$19,505.36*  
*Subject Dated 5/11/16*

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE STATE AID TO LIBRARIES GRANT AMENDMENT NUMBER 1 TO THE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE, AND THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FOR AND ON BEHALF OF TAYLOR COUNTY PUBLIC LIBRARY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JUNE 21, 2016

**Statement of Issue:** THIS AGREEMENT WILL BRING AN ADDITIONAL \$11 TO THE LIBRARY.

**Recommended Action:** RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE

**Fiscal Impact:** \$11 TO THE COUNTY

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR 838-3500 X 7

**Contact:** SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

**STATE AID TO LIBRARIES GRANT  
AMENDMENT NUMBER 1 TO THE GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Taylor County Board of County Commissioners  
for and on behalf of  
Taylor County Public Library**

This Amendment is to the State Aid to Libraries Grant Agreement between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The parties entered into a grant agreement dated 1/31/2016, for implementation of a State Aid to Libraries Grant. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. Section 1.b) of the grant agreement is hereby revised as follows:
  - b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payment to be awarded.

Payment 1, Deliverable/Task 1:

- The first payment will be a fixed price in the amount of ~~100% of the grant award~~ \$74,921. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

Payment 2, Deliverable/Task 2:

- The second payment will be a fixed price in the amount of \$11. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

3. Section 5 of the grant agreement is hereby revised as follows:

**5. Grant Payments.** All grant payments are requested by submitting a Grant Payment Request Form. ~~The Grant Payment Request Form is available on the Division's website at [info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/](http://info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/).~~ The total grant award shall not exceed the amount specified on the "Fiscal Year 2015-16 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

- a) The first payment will be a 100% fixed price in the amount of ~~the grant award as specified in Attachment B \$74,921~~. Payment will be made in accordance with the completion of the Deliverables.
- b) The second payment will be a fixed price in the amount of \$11. Payment will be made in accordance with the completion of the Deliverables.

4. Attachment B, shall be replaced with the revised Fiscal Year 2015-16 State Aid to Libraries Final Grants list.

5. This amendment shall be effective upon execution.

This amendment is executed and entered into \_\_\_\_\_.

THE GRANTEE

DEPARTMENT OF STATE

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

Signature of Authorized Official

Dustin Hinkel, <sup>Grant</sup> Administrator

Typed Name and Title of Authorized Official

Typed Name and Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Attachment B**

**Fiscal Year 2015-16 State Aid to Libraries  
Final Grants**

Revised 6/6/2016

This table shows the final State Aid to Libraries grant that each eligible library will receive in 2015-16. For 2015-16, the available funding for State Aid grants is \$22,298,834, which is 17.02 percent of what would be required for full funding. At this level, Operating Grants pay 3.04 cents on the dollar of expenditure by a participating library during the second preceding year. Operating Grants total \$14,807,416; Equalization Grants total \$4,616,375; and Multicounty Grants total \$2,875,043.

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA COUNTY	\$478,610		\$478,610
BAKER COUNTY	\$4,386	\$49,174	\$53,560
BAY COUNTY	\$61,746		\$61,746
BRADFORD COUNTY	\$15,071	\$337,173	\$352,244
BREVARD COUNTY	\$460,400		\$460,400
BROWARD COUNTY	\$1,723,290		\$1,723,290
CALHOUN COUNTY	\$8,541	\$193,266	\$201,807
CHARLOTTE COUNTY	\$123,708		\$123,708
CITRUS COUNTY	\$77,027		\$77,027
CLAY COUNTY	\$60,934		\$60,934
COLLIER COUNTY	\$220,248		\$220,248
COLUMBIA COUNTY	\$16,054	\$173,626	\$189,680
DESOTO COUNTY	\$4,962	\$54,760	\$59,722
DIXIE COUNTY	\$4,620	\$52,120	\$56,740
DUVAL COUNTY	\$1,024,351		\$1,024,351
ESCAMBIA COUNTY	\$135,469		\$135,469
FLAGLER COUNTY	\$29,530		\$29,530
FRANKLIN COUNTY	\$6,592	\$72,549	\$79,141
GADSDEN COUNTY	\$16,656	\$369,086	\$385,742
GILCHRIST COUNTY	\$3,458	\$38,920	\$42,378
GLADES COUNTY	\$1,366	\$15,393	\$16,759
GULF COUNTY	\$4,363	\$48,175	\$52,538
HAMILTON COUNTY	\$12,056	\$270,304	\$282,360
HARDEE COUNTY	\$5,029	\$55,396	\$60,425
HENDRY COUNTY	\$14,991	\$163,861	\$178,852
HERNANDO COUNTY	\$39,990	\$377,874	\$417,864
HIGHLANDS COUNTY	\$17,998	\$183,098	\$201,096
HILLSBOROUGH COUNTY	\$1,147,564		\$1,147,564
HOLMES COUNTY	\$3,493	\$39,467	\$42,960
INDIAN RIVER COUNTY	\$98,318		\$98,318
JACKSON COUNTY	\$10,451	\$115,269	\$125,720
JEFFERSON COUNTY	\$6,700	\$151,160	\$157,860
LAFAYETTE COUNTY	\$4,024	\$91,339	\$95,363

## Nanette Morrison

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**From:** Deeney, Marian <Marian.Deeney@DOS.MyFlorida.com>  
**Sent:** Tuesday, June 07, 2016 4:57 PM  
**To:** Nanette Morrison  
**Cc:** Dale Collum; Newell, Sandy  
**Subject:** State Aid to Libraries Grant Agreement Amendment 16-ST-90  
**Attachments:** 16-ST-90 Taylor Amendment and Attachment.pdf  
  
**Importance:** High

Greetings,

Attached is the grant agreement amendment to your 2015-16 State Aid to Libraries Grant Agreement.

The amendment should be signed and witnessed on the left side of the document.

Please do not date the amendment. The date will be added when it is signed here at the Department.

The signed amendment should be returned to our office **by June 29, 2016**. The document can be returned electronically, it does not have to be mailed back to us.

After the amendment has been signed by all parties, the additional grant funds will be requested.

The signed amendment will be returned to you after it has been executed.

If you have any questions, please let me know.

Marian Deeney  
Library Program Administrator  
Division of Library and Information Services  
R.A. Gray Building, 2nd Floor North  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
850.245.6620 phone 850.245.6643 fax  
email: [Marian.Deeney@DOS.MyFlorida.com](mailto:Marian.Deeney@DOS.MyFlorida.com)

The Department of State is committed to excellence. Please take our <u>Customer Satisfaction Survey</u> .
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# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**


THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC., AND TAYLOR COUNTY AND ON THE RECEIPT AND USE OF HAVA FUNDS FOR VOTING SYSTEMS ASSISTANCE GRANTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JUNE 21, 2016

**Statement of Issue:**

AT A PREVIOUS BOARD MEETING ON MAY 17, 2016, THE BOARD AUTHORIZED THE COUNTY ADMINISTRATOR TO SIGN THE AGREEMENT FOR THE PURCHASE OR LEASE OF NEW VOTING EQUIPMENT AFTER THE COUNTY ATTORNEY HAD APPROVED THE CONTRACT. THESE TWO CONTRACTS ARE FOR THAT NEW EQUIPMENT AS WELL AS FOR THE GRANT MONEY MADE AVAILABLE TO TAYLOR COUNTY BY THE STATE TO PURCHASE SUCH EQUIPMENT.

**Recommended Action:**

RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE TWO CONTRACTS

**Fiscal Impact:**

LEASE/PURCHASE OF NEW EQUIPMENT OFFSET BY GRANT FUNDS

**Budgeted Expense:**

YES

**Submitted By:**

COUNTY ADMINISTRATOR 850-838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**
**Options:**
**Attachments:**

## Margaret Dunn

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**From:** Dana Southerland <taylor-elections@gtcom.net>  
**Sent:** Thursday, June 9, 2016 10:20 AM  
**To:** Margaret Dunn  
**Subject:** RE: Voting Equipment Contract  
**Attachments:** MOA - Taylor County - HAVA Funds for Voting Systems Assistance Grants.pdf; MSA - Taylor County and Dominion Voting Systems.pdf

Margaret,

I have attached a copy of each of the agreements that were signed on behalf of the new voting equipment lease. You will find a MSA (Dominion Voting Systems) and a MOA (State for Grant Money)

I have sent both of these documents to the respected parties for their signatures as well.

*Dana Southerland*

**Dana Southerland, CERA, MFCEP**  
**Supervisor of Elections**  
**Taylor County, Florida**  
**State Certified Supervisor of Elections**  
**P O Box 1060**  
**Perry, Florida 32348**  
**Phone: 850.838.3515**  
**Fax: 850.838.3516**  
**Email: [taylor-elections@gtcom.net](mailto:taylor-elections@gtcom.net)**  
**Web: [www.taylor-elections.com](http://www.taylor-elections.com)**

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Thursday, June 09, 2016 10:03 AM  
**To:** Dana Southerland  
**Cc:** Dustin Hinkel  
**Subject:** Voting Equipment Contract

Dana, I will need a copy of the documents that Dustin signed for the voting equipment. I will put them on the agenda as a consent item for the Board to ratify Dustin's signature. Just routine. But I will need a copy. Thank you!!!

If you have a scanned-in version, feel free to email it. I'll print it over here.

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners  
201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 7  
850-843-6299 Cell

**RECEIPT AND USE OF HAVA FUNDS  
FOR VOTING SYSTEMS ASSISTANCE GRANTS**

This agreement is between the Florida Department of State, Division of Elections ("Department"), R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250 and Taylor County ("County"), 201 E Green St, P.O. Box 1000 Florida 32347. This agreement is effective as of the date fully executed by the parties.

**I. GOVERNING LAW**

The Department is authorized pursuant to specific appropriation 3071 of the 2015-2016 General Appropriations Act, to disburse up to \$525,000 from the Federal Grants Trust Fund to 13 counties, for the fiscal year of 2015-2016 for voting systems assistance, and subsequent similar authorizations are likely for each fiscal year from FY 2016-2017 to FY 2019-2020; and the Department has agreed to provide \$232,319 from these funds for FY 2015-16 for the purchase or lease of voting systems in these 13 counties, and contingent on subsequent appropriations, from FY 2016-19 through 2019-20. Funding to support all appropriations of Voting Systems Assistance Grants (Category 100155) made pursuant to this agreement, is made available through section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401, Help America Vote Act Requirements Payments.

**II. SCOPE OF USE AND RESTRICTIONS**

**A. Scope of Work.** The County shall use the FY 2015-2016 Voting System Assistance Grant funds, and funds disbursed during FY 2016-2017, 2017-2018, 2018-2019, and 2019-2020, as partial payment or reimbursement for the lease of hardware, software, and election services identified in Budget for Voting System Equipment (**Attachment A**).

**B. Deliverables.**

Payment and Deliverable:

For each fiscal year, FY 2015-16 through FY 2019-20, payment will be the amount identified in **Attachment A**, as "annual payment." Prior to receipt of FY 2015-2016 funds, and each subsequent fiscal year payment under this agreement, the County must additionally submit to the Department:

*A completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as **Attachment B**. [Executive Order 12549, Debarment and Suspension, 45 CFR §1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]*

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Revised 5/4/2016

Any expenses made must relate to the activities as identified in the originally approved Budget for Voting System Equipment (**Attachment A**).

**C. Length of Agreement.** This agreement shall begin the date the agreement is signed by both the County and the Department and shall continue until December 31, 2019.

**D. Minimum Performance Standards.** The County shall submit a report on Form DS-DE 128 (Revised 8-21-15) by December 31, 2016, and every subsequent year from December 31, 2017, to December 31, 2019, to show that the deliverables have been achieved. The County must attach to the report billing or itemized receipts, along with a copy of the cancelled check or the check number and check date, in support of the expenditures made.

Funds in this account must be used only for the activities for which the funds were received, as specified in Section II. A. and II. B., above; and **Attachment A**. The County must certify to the Department that funds were used solely for the activities identified in Attachment A, by December 31, 2016, and every subsequent year from December 31, 2017, to December 31, 2019. If funds are not used for the lease of items and services as outlined in **Attachment A**, those funds shall be returned, refunded, or reimbursed to the Department. Funds not used for such leases shall remain in the account until the expiration of this agreement. Any unused funds remaining in the account on December 31, 2016, and every subsequent year from December 31, 2017, to December 31, 2019, shall be returned to the Department.

**E. Interest bearing account/public depository and accounting.** The County must establish and maintain the FY 2015-16 Voting System Assistance Grant funds, and all funds disbursed in subsequent years, in an interest bearing account in a "qualified public depository" as defined by section 280.03, Florida Statutes. The County must segregate federal funds in a separate account established to hold only such funds or in an account in which funds may be tracked by different account codes.

Please note that separate public depository requirements apply under chapter 280, Florida Statutes, but are outside the scope of enforcement of this agreement. The County will be required to execute and retain in the official records a Public Deposit Identification and Acknowledgment Form (DFS-J1-1295) and to submit a Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009) to the Public Deposits Program, Florida Department of Financial Services. Refer to The Department of Financial Services Collateral Management for Governmental Units page for more information, or contact the Program Administrator at 850-413-3360.

**F. Restrictions.** Funds may not be used to support state or federal lobbying activities, but this does not affect the right, or that of any other organization, to petition Congress, or any other level of government, through the use of other resources.

### **III. DISBURSEMENT**

Through the Federal Grants Trust Fund, the Department of State is authorized to distribute to 13 counties an aggregate total of two hundred thirty-two thousand, three hundred nineteen dollars (\$232,319) for FY 2015-2016. The County shall receive the fixed amount identified in **Attachment A**, for this fiscal year.

The Department of State anticipates making funds available for the ensuing four fiscal years out of the Federal Grants Trust Fund (HAVA Account 261011) sufficient to make the subsequent voting systems payments anticipated under this agreement in those fiscal years in the annual amount identified in Attachment A. Any future disbursements are contingent on subsequent authorizations by the Legislature. In any event, this agreement does not create a debt or obligation by or on behalf of the Department of State beyond FY 2015-2016, in the event the Legislature does not make such authorizations.

### **IV. ELECTRONIC PAYMENTS**

The County may choose to use electronic funds transfer (EFT) to receive grant payments. All recipients wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

### **V. MONITORING, AUDITS, AND REPORTS**

The administration and use of funds are subject to monitoring, audits, and reports as follows:

- A. Monitoring.** In addition to reviews of audits conducted in accordance with federal regulations at 2 C.F.R §200.328, as revised, and Florida Statute section 215.97 (see Attachment C, Florida Single Audit Act Requirements), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.328, as revised, and/or other procedures. By entering into this agreement, the County agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate. The County at all times is responsible for complying with all applicable federal and Florida Single Audit Act requirements. In the event of a conflict between the summary

text in Attachment C and an applicable federal or Florida statutory or rule requirement, the actual text of the statute or rule shall control.

The Department shall closely monitor the County's annual expenditure reports to ensure that the County expends HAVA funds in accordance with Attachment A, and will require reimbursement for all expenditures not approved or otherwise authorized.

*For additional guidance to state and federal monitoring and auditing requirements, refer to: <http://election.dos.state.fl.us/hava/index.shtml> and <http://www.eac.gov>.*

- B. Financial reports.** The County shall submit to the Department a written expenditure report on December 31, 2016, and every subsequent year from December 31, 2017, through December 31, 2019. If by December 31 of each year during the length of this agreement, the funds are fully expended, the County shall indicate that all funds distributed to the County pursuant to this agreement have been expended. Any funds remaining in the County's account on December 31 of each year during the length of this agreement, shall be returned to the Department.
- C. Reporting Requirements.** Copies of financial reporting packages as described in 2 C.F.R. §200.328(c) for audits conducted by or on behalf of the County shall be submitted to the entities set forth as specified in Part III of **Attachment C** of this agreement, and to other Federal agencies and pass-through entities in accordance with 2 CFR §200.328(e) and (f).

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with 2 CFR §200.328, the Florida Statutes, and Chapter 10.550 Rules of the Auditor General, Local Governmental Entity Audits, effective September 30, 2014, whichever is applicable (<http://www.myflorida.com/audgen/pages/localgovt.htm>). The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Recipient received the reporting package.

## **VI. RECORD RETENTION**

The County shall keep and maintain accurate and detailed records (e.g., invoices, receipts, and other documentation) sufficient to identify how and whether expenditures were used for authorized purposes, to support financial reporting, and to conduct audits as may be required or requested. The retention schedule in Part IV of **Attachment C** governs these records. The County shall allow the Department or its designee, CFO, or Auditor General access to such records, including the audit working papers upon request. **Failure to provide adequate documentation shall result in a request to return the funds to the Department.**

## **VII. INCORPORATED DOCUMENTS**

This agreement incorporates by reference the following documents:

MOA # 2015-2016-0006- TAY  
Revised 5/4/2016

- **Attachment A:** Budget for Voting System Equipment
- **Attachment B:** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
- **Attachment C:** Florida Single Audit Act Requirements

### VIII. ENTIRETY OF THE AGREEMENT

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that proper venue will be in Leon County, Florida. The Department shall not be liable for attorney fees, interest, late charges or service fees, or costs of collection related to this agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their undersigned officials as duly authorized.

<u>Taylor</u> County	
By: Its Board of County Commissioners	FL Department of State/Division of Elections
By: <u>[Signature]</u>	By: _____
<u>Dustin Hinkel, County Administrator</u>	_____
(print name/title)	(print name/title)
County FEID Number: <u>59-6000879</u>	
Witness: <u>Dana Souleward</u>	Witness: _____
Date: <u>6/14/2016</u>	Date: _____

**Please complete, sign & return this agreement and the required certifications to:**  
 Althera Johnson, HAVA Funds Coordinator, Florida Department of State, Division of Elections,  
 R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, Florida 32399-0250

**Budget for Voting System Equipment****Taylor County**

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Precincts	14
Units	20
Unit Price	\$3,872
Total Purchase Solution	<b>\$77,440</b>
Annual Payment	<b>\$15,488</b>



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dustin Hinkel, County Administrator  
Name and Title of Authorized Representative

Dustin Hinkel  
Signature

6/6/16  
Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Florida Single Audit Act Requirements

The administration of resources awarded by the Department of State to the Supervisor may be subject to audits and/or monitoring by the Department of State, as described in this section.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Supervisor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Supervisor is appropriate, the Supervisor agrees to comply with any additional instructions provided by the Department of State staff to the Supervisor regarding such audit. The Supervisor 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 Supervisor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Supervisor expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Supervisor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Supervisor shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Supervisor conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Supervisor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Supervisor expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Supervisor expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Supervisor resources obtained from other than Federal entities).

#### **PART II: STATE FUNDED**

This part is applicable if the Supervisor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Supervisor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Supervisor (for fiscal years ending September 30, 2004 or thereafter), the Supervisor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Supervisor shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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. In connection with the audit requirements addressed in Part II, paragraph 1, the Supervisor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Supervisor expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Supervisor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 Supervisor's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
[www.fldfs.com/](http://www.fldfs.com/)

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
[www.leg.state.fl.us/](http://www.leg.state.fl.us/)

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Supervisor directly to each of the following:
  - A. The Department of State at each of the following addresses:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Supervisor shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Supervisor's audited schedule of expenditures of Federal awards directly to each of the following:
- Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250
3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Supervisor directly to each of the following:
- A. The Department of State at each of the following addresses:
- Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250
- B. The Auditor General's Office at the following address:
- Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Supervisors, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Supervisor in correspondence accompanying the reporting package.

#### PART IV: RECORD RETENTION

1. The Supervisor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Supervisor shall ensure that audit working papers are made available to the

Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State.

*NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

## **EXHIBIT – 1**

### **FEDERAL RESOURCES AWARDED TO THE SUPERVISOR PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the Supervisor represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA Number 90.401, Help America Vote Act Requirements Payments

Part 1 of Subtitle D of Title II (Sections 251-258) and Title III of Public Law 107-252, the Help America Vote Act of 2002, Sections 301-305, and Sections 902 and 906. EAC has determined that the following Office of Management and Budget guidelines apply: Cost Principles for State, Local, and Indian Tribal Governments, 2 § CFR Part 225; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-110 (amended 9/30/99).

**State resources awarded to the recipient pursuant to this agreement consist of the following:**

Not Applicable.

**Matching resources for federal programs:**

Not Applicable.

**Subject to section 215.97, Florida Statutes:**

Not Applicable.

**Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:**

Not Applicable.





December 3, 2014

**CHIEF FINANCIAL OFFICER'S MEMORANDUM NO. 03 (2014 - 2015)**

**SUBJECT: COMPLIANCE REQUIREMENTS FOR AGREEMENTS**

This memorandum supersedes the Chief Financial Officer's Memorandum No. 4 (2005-2006) **minimum** requirements and confirms state agencies must follow for proper accountability over state and federal resources. While the State is accountable to the federal government, sub-recipients of federal financial assistance must be accountable to the State. Recipients/sub-recipients of state financial assistance must also be accountable to the State.

**FEDERAL FUNDS**

This memorandum is applicable to discretionary grants, which the State receives from the federal government. Applicability to federal entitlement programs or formula based awards should be determined on a case by case basis pursuant to federal regulations for these programs.

State agencies must determine whether they are passing on federal awards in the form of federal financial assistance to sub-recipients or procuring goods and services from a contractor. This determination is critical for the proper accountability over federal financial assistance, which is passed on to sub-recipients. State agencies will use the criteria established in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Code of Federal Regulations Title 2, Part 200.330 to make this determination. Agencies must retain documentation to support this determination.

In 2005 the Office of Federal Financial Management confirmed to the Department of Financial Services, if the State receives an award of federal financial assistance in the form of a grant or cooperative agreement, any sub-award for the purpose of the grant is subject to the rules applicable to the grant, **even if the sub-award is on a fixed price basis**. Agreements (sub-awards) with sub-recipients of federal financial assistance must require compliance with the published requirements entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200). This guidance supersedes and consolidates the requirements from the Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for awards or increments of awards issued on or after December 26, 2014.

The Super Circular also applies to **sub-awards** made by State and local governments to an organization covered by the circular and provides that:

- a. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
- b. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
- c. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the Federal government and compliance with applicable rules and regulations, including, but not limited to:

- a. 2 CFR, Part 200
- b. Section 287.057, Florida Statutes (F.S.)
- c. Section 215.971, F.S.
- d. Section 216.3475, F.S.

(1) Non-competitive procurements and competitive procurements that result in less than 2 responses must be supported by a detailed cost analysis. Costs must be reasonable, necessary and allowable in accordance with state and federal laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

### **STATE FUNDS**

State agencies must determine whether they are awarding state financial assistance to a recipient or procuring goods and services from a vendor. State agencies will use the Florida Single Audit Checklist for Non-state Organizations - Recipient/Sub-recipient vs Vendor Determination to make this determination. Agencies must retain a copy of the checklist.

Agreements with recipients of state financial assistance, **even if awarded on a fixed price basis**, must require:

- a. Compliance with Section 215.97, F.S.
- b. Compliance with Section 215.971, F.S.
- c. Expenditures of state financial assistance be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

Agreements involving the State University System, the Florida Community College System, district school board, or charter schools using state funds must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

- a. Section 216.3475, F.S.
  - (1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Costs must be reasonable, necessary and allowable in accordance with state laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.
- b. May be fixed price contract that entitles the provider to receive compensation of the fixed contract amount upon completion of all deliverables.
- c. May be a fixed rate per unit contract that entitles the provider to receive compensation for each deliverable provided.
- d. May be a cost reimbursable contract that entitles the provider to receive compensation for actual allowable costs incurred in performing contract deliverables.

- e. May be a combination of b, c and d.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

- a. Section 287.057, F.S.

- b. Section 216.3475, F.S.

- (1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Costs must be reasonable, necessary and allowable in accordance with state laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

Please contact the Bureau of Auditing at (850) 413-5512 if you have any questions.

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC.  
AND TAYLOR COUNTY, FL

This Managed Services Agreement (the "Agreement"), dated 6/6/16, (the "Effective Date"), for a voting system hardware services, software licenses and related services is made by and between Taylor County Board of Count Commission, having its principal office located at 201 E Green St, Perry, FL 32347 (hereinafter the "Customer"), and Dominion Voting Systems Inc., having its principal office located at 1201 18<sup>th</sup> Street, Suite 210, Denver, CO 80202 (hereinafter "Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or to Dominion or the Customer individually as a "Party."

WHEREAS, the Customer desires to purchase voting system services, and a software use license; and

WHEREAS, Dominion designs, manufactures, licenses, and provides services for its voting systems.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and furnish to Customer the System (as defined herein), including the products and services described more fully below:

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits:

Exhibit A: Pricing/Payment Summary and Deliverables Description  
Exhibit B: Software License Terms and Conditions

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

2.1. "Acceptance" means the successful completion of the acceptance testing performed by the Customer on the Dominion Hardware and related Dominion Software, after delivery in accordance with testing criteria developed and updated from time to time by Dominion, or the occurrence of other events defined in Section 8.

2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation including the following:

2.2.1. "Democracy Suite<sup>®</sup> Software," Dominion's election management software associated with the ImageCast<sup>®</sup> voting system which includes Election Event Designer and Results Tally and Reporting.

2.2.2. "ImageCast<sup>®</sup> Software," the software/firmware designed for use in the

ImageCast® voting system.

- 2.3. "Dominion Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.
  - 2.4. "Election" means a single election event administered by the Customer including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow on event shall be considered an Election in and of itself.
  - 2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
  - 2.6. "License" has the meaning set forth in Section 7.
  - 2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
  - 2.8. "Third Party Software" means software, other than the Dominion Software, which is owned by third parties, and which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, and report writing subroutines.
3. **Term of Agreement.** The "Term" of this Agreement shall begin on the Effective Date and shall continue until 12/31/2024.
4. **Dominion's Responsibilities.** Dominion shall:
- 4.1. Provide the System and services as described in Exhibit A - Pricing and Payment Summary and Deliverables Description.
  - 4.2. Provide the Customer with a Dominion Software use License as described in Exhibit B - Software License Terms.
  - 4.3. Appoint a Project Manager to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks set out in this Agreement and alert of any material change in such plans.
  - 4.4. Assist in the Acceptance Testing process as required by Section 8 herein.

- 4.5. Provide Customer with one (1) reproducible electronic copy of the documentation.
- 4.6. Provide the System that Dominion designs, manufactures, and/or licenses, which is certified for use as a voting system in the Customer's jurisdiction.
- 4.7. Provide invoices to Customer pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.

**5. Customer's Responsibilities.** Customer shall:

- 5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.
  - 5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A.
  - 5.1.2. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar form demonstrating its exempt status.
- 5.2. Appoint a Project Manager who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.
- 5.3. Conduct Acceptance Testing process as required by Section 8.
- 5.4. Customer shall provide reasonable access and entry into all Customer property required by Dominion to provide the System and perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

**6. Title and Risk of Loss.**

- 6.1. Title to the System. The System shall be provided by Dominion to the Customer as part of the managed services described herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Dominion.
- 6.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

- 6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to the "ship to" address, except to the extent such damage is caused by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper, and shall cooperate in the processing of any claims made by Dominion.

## **7. Software License and Use.**

- 7.1. License. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.
- 7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the Third Party License Agreements by Customer's first use of the System.

## **8. Acceptance.**

- 8.1. Dominion Software or Dominion Hardware. After delivery Dominion Software or Dominion Hardware, the Customer will conduct acceptance testing of such items, in accordance with the acceptance criteria developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after delivery.
- 8.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 8.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the acceptance test procedures developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

## **9. Dominion Software Warranty.**

- 9.1. Dominion Software Warranty. The Dominion Software Warranty is subject to the Software License Terms attached hereto as Exhibit B.
- 9.2. Third Party Software Warranty. To the extent permitted by the licensor of Third Party Software, Dominion shall pass to Customer all warranties such licensors make available to Dominion regarding the operation of Third Party Software.

- 9.3. No Other Software Warranties. DOMINION DISCLAIMS ALL OTHER SOFTWARE WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## **10. Hardware Warranty.**

- 10.1. Dominion Hardware Warranty Terms. Dominion warrants that when used with the configuration approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications. The Dominion Hardware Warranty shall remain in effect during the Agreement Term.
- 10.2. Dominion Hardware Warranty Services. Dominion shall repair or replace the Dominion Hardware so that each item thereof operates in conformity with its specifications, so long as such Dominion Hardware is operated with its designated software and third party products (if applicable) approved by Dominion for use with the Dominion Hardware. If any Dominion Hardware item fails to operate in conformity with the specifications during the Agreement term, Dominion shall fully repair or, at Dominion's sole option, replace the Dominion Hardware. The following conditions apply to the Dominion Hardware services:
- 10.2.1. Dominion shall bear the costs for ground-shipping Dominion Hardware parts or the repaired/replaced item to and from the Customer. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the Customer's expense.
- 10.2.2. The following services are not covered by the Dominion Hardware warranty, but may be available for purchase at Dominion's then current time and material rates:
- a. Except as otherwise provided in Section 3.3 of Exhibit A to this Agreement, replacement of consumable items including but not limited to batteries, pens, paper rolls, seals, printer ink, removable memory devices, etc.;
  - b. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
  - c. Repair or replacement of Dominion Hardware modified by any person other than those expressly authorized in writing by Dominion;
  - d. Repair or replacement of Dominion Hardware products from which



the serial numbers have been removed, defaced or changed.

- 10.3. EMS Hardware Warranty. To the extent permitted by the manufacturers of the EMS Hardware, Dominion shall pass to the Customer all warranties such manufacturers make available to Dominion.
- 10.4. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## **11. Confidential Information.**

- 11.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 11.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.
- 11.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need to know basis.
- 11.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 11.4. The parties understand and agree that Customer is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the Customer in this Agreement shall be governed by and superseded by the provisions and limitations of applicable Public Record Laws.
- 11.5. Any specific information that Dominion claims to be confidential must be clearly identified as such by the Customer. To the extent consistent with Public Record Laws, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such confidential information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining

such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

**12. Limitation of Liability.** Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement, except and to the extent that any loss or damage was caused by or due to the gross negligence or willful misconduct of Dominion. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, special or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

**13. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.

**14. Termination for Default.** In the event either Party violates any provisions of this Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of its intent to terminate, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

**15. Survival.** The provisions of Sections 2, 11, 12, 18, and 21 shall survive the expiration or termination of this Agreement.

**16. Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Dominion shall not be liable under this Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

**17. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
1201 18<sup>th</sup> St., Suite 210  
Denver, CO 80202

If to the Customer:

Taylor County Board of County Commission  
Attn: Dana Southerland  
201 E Green Street  
Perry, FL 32347

**18. Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the State of Florida, and the venue for any disputes relating to this Agreement shall be solely and exclusively in Taylor County Florida.

**19. Independent Contractor.** Dominion and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Customer as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

**20. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

**21. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

**22. Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an

Addendum hereto.

**23. Third-Party Beneficiary.** No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or Customer may be enforced against Dominion or Customer, as applicable, by any person not a party to this Agreement.

**The remainder of this page is left blank intentionally  
Signature page follows**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**

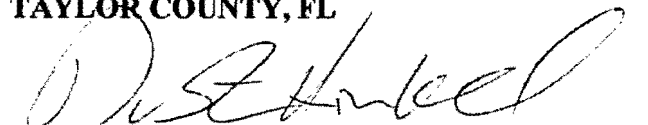
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AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**TAYLOR COUNTY, FL**

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Dustin Hinkel  
\_\_\_\_\_  
PRINTED NAME

County Administrator  
\_\_\_\_\_  
TITLE

6/6/16  
\_\_\_\_\_  
DATE

## EXHIBIT A

### VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND TAYLOR COUNTY, FL

#### PRICING AND PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION

##### 1. Pricing/Payment Summary and Descriptions

**Pricing Summary.** The total annual managed service contract pricing shall equal \$57,232/year for a total of 8 years. Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

1.1 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2017. The Year 1 invoice of \$57,232 shall be issued immediately after System Acceptance by the Customer. Amounts due in years 2 and thereafter are subject to annual increases based upon changes in the Consumer Price Index. All shipping costs shall be invoiced separately to the Customer.

1.2.2 Year 2: 01/01/2018 – 12/31/2018: \$57,232 invoice shall be issued on 01/01/2018.

1.2.3 Year 3: 01/01/2019 – 12/31/2019: \$57,232 invoice shall be issued on 01/01/2019.

1.2.4 Year 4: 01/01/2020 – 12/31/2020: \$57,232 invoice shall be issued on 01/01/2020.

1.2.5 Year 5: 01/01/2021 – 12/31/2021: \$57,232 invoice shall be issued on 01/01/2021.

1.2.6 Year 6: 01/01/2022 – 12/31/2022: \$57,232 invoice shall be issued on 01/01/2022.

1.2.7 Year 7: 01/01/2023 – 12/31/2023: \$57,232 invoice shall be issued on 01/01/2023.

1.2.8 Year 8: 01/01/2024 – 12/31/2024: \$57,232 invoice shall be issued on 01/01/2024.

1.2 **Agreement Termination Option.** Upon termination of the Agreement at the end of the eight year managed serves period, the Costumer shall have the option to enter into an amended managed services agreement for an upgraded, certified voting system and related services provided by Dominion.

## 2. System Description

Items	Quantity
<b>Precinct Tabulation Hardware &amp; Software</b>	
<b>ICE Tabulator with Dual Display</b>	20
<i>Each ICE-DD Tabulator includes:</i>	
- Tabulator / Scanner	
- Additional 16" display	
- Internal Battery	
- Thermal Printer with Paper Roll	
- Two 8G Flash Memory Cards	
- Two I-Buttons	
 <b>ICE Ballot Box - Plastic</b>	 20
<b>Election Management Software</b>	
<b>Democracy Suite Level 1</b>	1
<b>Election Management Hardware</b>	
EMS Server - Base	1
MS SQL Server License	1
EMS Client Desktop	1
Dell Power Connect 2808	1
Monitor - 20" - LCD	1
KVM Switch - 4 Port	1
Compact Flash Reader/Writer	2
I-Button Programmer w/USB Adapter	2
Power Strip (Rack Mount)	1
Smart UPS 1500 (rack)	1
Mini Server Rack - Star Tech	1
Voice Synthesis Software - 1 Voice License	1
Routing and remote access server	1
SIIG USB 3.0 10 port hub	1
WatchGuard Firewall Protection	1
Listener Server - Base	1
<b>Implementation Services</b>	
<b>Equipment Installation &amp; Acceptance Testing:</b>	
ICE	20
EMS	2
<b>Year 1 fees:</b>	
Project Management	2
On-site non-election day support contracted 30 days prior	1
On-site non-election day support NOT contracted 30 days prior	1
Onsite Logic and Accuracy Testing	1
Onsite Pre-Mock Election Support - Logic and Accuracy Testing (/day)	1
Democracy Suite EMS Programming (Remote)	1
Democracy Suite EMS Programming - Base Setup	1

Democracy Suite EMS Programming - Per Precinct	14
Democracy Suite EMS Programming - Per Tabulator	20
Three Day Election Support (Monday arrival, Wednesday departure)	1
Remote Helpdesk Phone Support	1
Onsite Mock Election Day Support (/day)	1
Onsite User Training - ICE	1
Onsite User Training - EMS EED Programming	3
Train the Pollworker Trainer	1
Training Material Preparation	1

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#### Accessories and Consumables

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##### ICE Accessories:

Seals - Pull Quick (100 / pack)	1
ICE External Dial-up USB Modem	28
Flash Memory Card 8GB	40
ICE Cleaning Sheet	4
ICE Paper Roll (72")	40
ICE Accessible Voting Kit - 5'	20
Seals - Tamper Evident Security Label (100/roll)	1
Compact Flash and iButton Labels (100 sheets)	1
Seals - Spring Lock Plastic - Blue (100/pack)	1
ICE Tech Key - Yellow	2

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#### Shipping Services

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Estimated Shipping

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#### Election Support Fees: Yr 2 - 8

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##### Yr2 fees:

On-site non-election day support contracted 30 days prior	1
On-site non-election day support NOT contracted 30 days prior	1
Onsite Logic and Accuracy Testing	1
Three Day Election Support (Monday arrival, Wednesday departure)	1
Onsite User Training - EMS EED Programming	2

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#### Ongoing Annual Fees:

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Democracy Suite License Per Year	1
Firmware Licenses Per Year	
ICE	20
Extended Warranty Per Year	
ICE	20

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<b>Managed Services Program - Annual Fee:</b>	<b>\$57,232</b>
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<b>Managed Services Program - Total Cost of Ownership (8 Years)</b>	<b>\$457,855</b>
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INCLUDES: 12 Mo. Hardware Warranty & Software License

Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation

All Shipping Costs to be invoiced separately to customer



2.1 **ImageCast® Evolution (ICE) Scanner and Tabulator (Hardware and Software)** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast® (ICE) provided to the Customer shall consist of the following items:

2.1.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.

2.1.2 Two (2) Compact Flash 8GB memory cards.

2.1.3 An integrated 19" diagonal full color LCD with built-in touch screen.

2.1.4 An internal thermal printer and one (1) paper roll for generating reports.

2.1.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.

2.1.6 One (1) textured molded plastic ballot box made of a three (3) compartments, costumed designed for use with the ImageCast Evolution Tabulators.

2.1.7 Two (2) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.

2.1.8 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.

2.1.9 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.

2.1.10 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below. These images can be used to audit the unit's interpretation of each individual ballot.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

2.1.11 The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot in a private and independent manner. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface).

- 2.1.12 One (1) ATI is included with the ImageCast Evolution. The ATI connects to the ImageCast Evolution via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record.
- 2.2 **ImageCast® Evolution Scanner Software.** This Agreement includes software licenses for the ImageCast Evolution and Central software pursuant to the Software License Terms attached as Exhibit B.
- 2.3 **Democracy Suite Software** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:
- 2.3.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.
- The system can generate two types of paper ballots:
- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
  - Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.
- 2.3.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.
- 2.3.3 Audio Studio (AS) Client is the utility used for recording audio files for audio ballot presentation for accessible voting.
- 2.4 **EMS System Hardware** Dominion will provide the EMS System Hardware required for operating the Democracy Suite Software system as described in this Section 2.
- 2.5 **The EMS System Accessories** described below shall be provided.
- 2.5.1 Two (2) Compact Flash Reader/Writers used with Democracy Suite to upload ballot information to Compact Flashes used with both scanner types. These can also be used to transfer election results data to Democracy Suite.
- 2.5.2 Two (2) iButton Reader/Writers used with Democracy Suite to transfer security and election information to the iButtons for use with the ICE.

### 3. Services Description

- 3.1 **Project Management Support.** Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks set out in this Agreement and alert of any material change in such plans.
- 3.1.1 Upon execution of this Agreement, the Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties.
- 3.2 **Implementation Services.** During the implementation phase of the Agreement, Dominion shall provide the following services:
- 3.2.1 **System Acceptance Testing Support.** Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- 3.2.2 **EMS Server Installation, Configuration & Testing.** Dominion will provide direct onsite support for EMS Server installation, configuration & testing.
- 3.2.3 **System Training.** Dominion shall provide direct onsite training for the System.
- 3.2.4 **Pollworker Training.** Dominion shall provide Pollworker "Train the Trainer" classes (up to 25 students per class) for the first Election during the implementation period.
- 3.2.5 **Election Setup database support.** Dominion shall provide direct support for the Election database creation and ballot review for the first Election during the implementation period. Support shall include providing audio recording in English for the ballot content.
- 3.2.6 **Logic and Accuracy Testing Support.** Dominion will provide direct onsite support for Logic and Accuracy Testing for the first Election during the implementation period.
- 3.2.7 **On-Site Support during the Election** Dominion will provide direct onsite support for the first Election during the implementation period.
- 3.3 **Travel and Expenses included.** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.4 **Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

EXHIBIT B  
VOTING SYSTEM AND MANAGED SERVICES AGREEMENT  
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.  
AND TAYLOR COUNTY, FL

**SOFTWARE LICENSE TERMS AND CONDITIONS**

**1. Definitions.**

- 1.1. "Licensee" shall mean Taylor County, FL.
- 1.2. "Licensor" shall mean Dominion Voting Systems, Inc.
- 1.3. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.4. "Software" means the Democracy Suite® and ImageCast® software licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

**2. License Terms.**

- 2.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.
- 2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.
- 2.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System for the purposes described in Section 3.1 of this Agreement. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.
- 2.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees not to use the Software as a service bureau for elections

outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

**3. Payment.** In consideration of the grant of the license, the Licensee shall pay the fees set forth in Exhibit A of this Agreement.

**4. Upgrades and Certification.** During the Term, Licenser may provide upgrades to Licensee under the following terms and conditions.

**4.1. Upgrades.** In the event that Licenser, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the Licensee's State, Licenser may make the certified software upgrade available to the Licensee and install the upgrade.

**4.2. Certification Requirement.** Notwithstanding any other terms of this Agreement, Licenser shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

**5. Warranties.** The following warranties will apply to all Software during the Term.

**5.1. Software.** Licenser warrants that during the Term, the Software will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licenser with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licenser. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licenser or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licenser. If Licenser establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licenser's investigative and remedial work at Licenser's then current rates.

**5.2. Third-Party Products.** The warranties in this Section 5 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licenser shall pass through to Licensee all warranties such manufacturers make to Licenser regarding the operation of such Third-Party Products.

**5.3. NO OTHER WARRANTIES.** LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**6. Prohibited Acts.** The Licensee shall not, without the prior written permission of Licenser:

- 6.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
  - 6.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
  - 6.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;
  - 6.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.
7. **Return of Software.** Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

## **SCHEDULE A**

### **PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS**

**1. Definitions.** For the purposes of this Agreement, the following are defined terms:

- 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
- 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.

**2. Print Copyright License and Use.**

- 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
- 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
  - (i) any commercial or non-commercial printer
  - (ii) any third party vendor using ballot on demand system.
- 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.

**3. No Copyright Warranties.** LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

BILLY RUSSELL TO REQUEST THAT BLUE BAR ROAD BE CHANGED TO WILL CHESTER ROAD, AS AGENDAED BY COMMISSIONER FEAGLE.



**MEETING DATE REQUESTED:**

JUNE 21, 2016

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

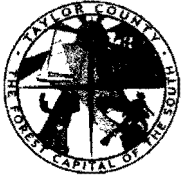
**Attachments:**



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Taylor County Boat Ramp Signage and Monofilament Recycling

**Meeting Date:**

6/21/2016

In speaking with local residents of and visitors to the Nature Coast, including Taylor County, I have become aware of a need **Statement of Issue:** for boater education about seagrasses and a need for increased access to monofilament recycling bins. I have been awarded a small grant to pursue boater education about seagrass damage, especially propeller scarring by visitors during scallop season. An integral part of this education program is improving the signage at several boat ramps (planned for Citrus, Levy, Dixie, and Taylor Counties). I believe the Ideal Marina in Steinhatchee would be a great place to install one of the signs and at least one of the monofilament recycling bins. I plan to furnish the bins and signs for the ramp at no cost to the county. I would appreciate assistance with the installation of the sign and bins, which would likely involve bolting them to existing structures at the ramp.

**Recommendation:** Install signage and bins at Ideal Marina in Steinhatchee

**Fiscal Impact:** \$ 2-3 hours of county employee time for installation

**Budgeted Expense:** Yes ☐ No ☐ N/A ☐

**Submitted By:** Savanna Barry, Pd.D., UF IFAS Nature Coast Biological Station

**Contact:** savanna.barry@ufl.edu, 352-543-1095, PO Box 878 Cedar Key, FL 32625

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The Florida Fish and Wildlife Conservation Commission name seagrasses as one of the most threatened marine habitats in Florida, with the highest ranked stressors being altered water quality, habitat destruction and sedimentation. Physical damage to seagrasses via propeller scarring and blow-holes from vessels running aground is an ongoing problem in Florida. Natural recovery from physical damage can exceed ten years. Over time, erosion and scouring in scarred areas can result in reduced resilience of the seagrasses to other stressors and lead to loss of seagrasses. Over 70% of species targeted in commercial and recreational fisheries in Florida depend on seagrass for at least part of their life cycle - this includes bay scallops, blue crabs, red drum, spotted sea trout, and gag grouper. Therefore, the continued health and integrity of seagrasses is vital to the continued health and integrity of Florida's multi-billion dollar fishing economy. Propeller scarring is a wholly preventable stressor to seagrasses and reducing and reversing this impact can lead to increased seagrass resilience to other stressors, secure ecosystem services, and help improve the ecological sustainability of the tourism activities that are vital to the coastal counties in this region. Improving signage at boat launch points is an important part of boater education.

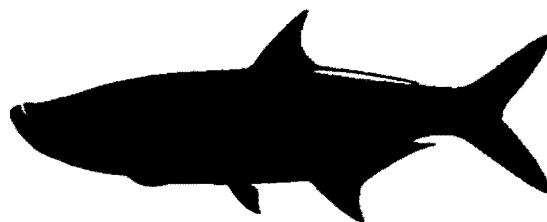
Monofilament and other plastic debris pose a danger to birds, manatees, dolphins and other valuable wildlife through ingestion and entanglement. The Monofilament Recovery and Recycling bins help reduce this problem in local waterways. The bins and recycling service are provided at no cost to the county and are maintained cooperatively by the FWC, a network of volunteers, and the fishing tackle company Berkeley.

**Options:** 1. Grant permission to install signage and bins

2. Deny permission to install signage and bins

**Attachments:** 1. Sign graphics, picture of monofilament recycling bin, and web link to more online information

2. Letter of support from Steinhatchee community member



## Photo Opportunity

2 June 2016

Taylor County Commission  
Perry, Florida

Re: Sea grass signage and fishing line receptacles, Taylor County boat ramps

Ladies and Gentlemen:

As you likely know, some of the most valuable assets to anglers in Taylor County are our extensive coastal sea grass beds. With tourism in our area increasing by about 15% over the last few years, it's likely that visiting boaters may not be aware of the fragility of the grasses, especially when it comes to prop scars in shallow waters. Dr. Savanna Barry, of the Nature Coast Biological Station, has expressed an interest in providing signage at Taylor County boat ramps to inform visitors and residents alike the best ways to protect this local resource.

In addition to the boat ramp signage regarding sea grasses, Dr. Barry is also interested in providing receptacles for recycling used fishing lines at the boat ramps, as well.

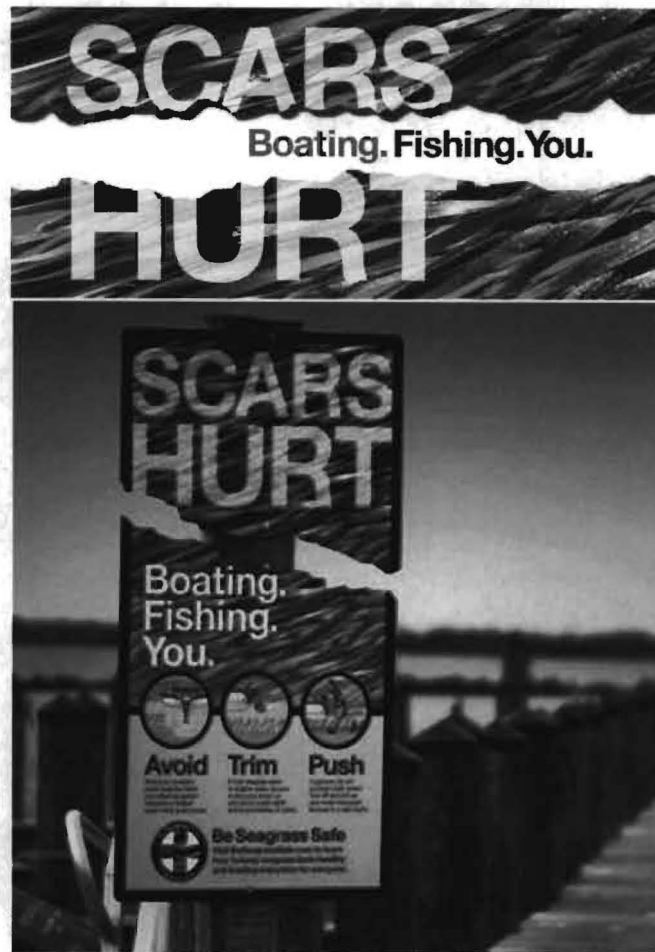
As a Steinhatchee-based fishing guide and outdoor writer for Florida Sportsman magazine and Visit Natural North Florida, I endorse Dr. Barry's initiative and efforts. The protection of Taylor County's seagrass beds is essential, and the methods she proposes have merit with regards to their survival.

Sincerely;

Capt. Tommy Thompson



**Tommy L. Thompson**  
Outdoor Writing and Photography



Example of seagrass propeller scarring awareness sign graphics. More information can be found at [www.beseagrasssafe.com](http://www.beseagrasssafe.com)



Monofilament Recycling and Recovery bins – for more see <http://mrrp.myfwc.com/>

## Margaret Dunn

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**From:** Dustin Hinkel  
**Sent:** Wednesday, June 8, 2016 9:15 PM  
**To:** Board Item  
**Cc:** Margaret Dunn  
**Subject:** Fwd: Taylor County Boat Ramp Signage  
**Attachments:** OutlookEmoji-1454189975581\_PastedImage.png; ATT00001.htm;  
OutlookEmoji-1454189975581\_PastedImage.png; ATT00002.htm; Public Agenda form  
with attachments - Barry NCBS.pdf; ATT00003.htm

Thanks!

Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

Begin forwarded message:

**From:** "Barry,Savanna C" <[savanna.barry@ufl.edu](mailto:savanna.barry@ufl.edu)>  
**To:** "Dustin Hinkel" <[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)>  
**Subject:** Re: Taylor County Boat Ramp Signage

Hello again Mr. Hinkel,

I hope you are well. I would like to follow up on my email from Friday and submit the attached agenda request form and supporting materials. I apologize that I did not see this before on the website. I thank you for your time in reviewing my request.

Best wishes,  
Savanna

--

Savanna Barry, Ph.D.  
Regional Specialized Sea Grant Agent  
UF/IFAS Extension  
Nature Coast Biological Station

552 1st Street  
PO Box 878  
Cedar Key, FL 32625  
ph: 352-543-1095  
[www.ncbs.ifas.ufl.edu](http://www.ncbs.ifas.ufl.edu)

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**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Consideration for approval of Big Bend Water Authoritys 2016-2017 Budget

**Meeting Date:**

Tue June 21

**Statement of Issue:** Big Bend Water Authority 2016-2017 Budget

**Recommendation:** Approve Budget

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

**Submitted By:** Mark Reblin

**Contact:** Mark Reblin

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Big Bends budget has been approved by our board and Dixie County Commission

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

2. \_\_\_\_\_

**Attachments:** 1. \_\_\_\_\_

2. \_\_\_\_\_

## FINAL BUDGET 2016-2017

	A	B	C
1		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
2		<b>2015 -2016</b>	<b>2016 - 2017</b>
3	Water - Residential	\$ 650,083.00	\$ 650,083.00
4	Water - Commerical	\$ 70,746.00	\$ 70,746.00
5	WW - Residential	\$ 206,282.00	\$ 220,346.00
6	WW - Commerical	\$ 13,325.00	\$ 23,325.00
7	Non / Payment Fees	\$ 2,000.00	\$ 2,000.00
8	Late Fees (W)	\$ 5,000.00	\$ 5,000.00
9	late Fees (W W)	\$ 300.00	\$ 300.00
10	New Installation (W)	\$ 650.00	\$ 650.00
11	New Installation (WW)	\$ 13,000.00	\$ 13,000.00
12	Pipeline Reserve	\$ 2,150.00	\$ 2,150.00
13	AMR	\$ 400.00	\$ 400.00
14	Reconnects	\$ 9,000.00	\$ 9,000.00
15	Upgrade Water meter		
16	<b>TOTAL CHARGES FOR SERVICES</b>	\$ 972,936.00	\$ 997,000.00
17			
18	<b>NSF FEES</b>	\$ 100.00	\$ 250.00
19	<b>Credit Card Fees</b>	\$ 1,000.00	\$ 1,000.00
20	Interest Income	\$ 1,000.00	\$ 750.00
21	<b>Miscellaneous Income</b>	\$ 5,000.00	\$ 2,500.00
22			
23	<b>TOTAL OTHER OPERATING REVENUE</b>	\$ 7,100.00	\$ 4,500.00
24			
25			
26			
27			
28	<b>TOTAL OPERATING REVENUE</b>	\$ 980,036.00	\$ 1,001,500.00
29			
30	<b>"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."</b>		
31			
32			



## FINAL BUDGET 2016-2017

	A	B	C
33			
34		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
35		<b>2015 - 2016</b>	<b>2016 - 2017</b>
36			
37	<b>PERSONAL SERVICES</b>		
38	Salary - General Manager	\$ 75,000.00	\$ 58,000.00
39	Salary - Accounting	\$ 40,000.00	\$ 42,000.00
40	Salary - Clerical	\$ 25,000.00	\$ 25,000.00
41	Salary - Operators	\$ 25,000.00	\$ 72,000.00
42	Salary - Field	\$ 50,000.00	\$ 58,000.00
43	Salary - Overtime/ etc	\$ 16,000.00	\$ 8,000.00
44	FICA Taxes	\$ 17,672.00	\$ 20,273.00
45	State Unemployment Taxes	\$ 3,708.00	\$ 3,327.00
46	Workers Comp Insurance	\$ 9,000.00	\$ 10,000.00
47	Employee Health & Life	\$ 31,800.00	\$ 38,400.00
48	Retirement	\$ 17,025.00	\$ 15,000.00
49	<b>TOTAL PERSONAL SERVICES</b>	\$ 310,205.00	\$ 350,000.00
50			
51	<b>DIRECT OPERATING EXPENSE</b>		
52	Plant Chemicals (W)	\$ 37,271.00	\$ 25,000.00
53	Plant Chemicals (WW)	\$ 13,473.00	\$ 10,000.00
54	Plant Supplies	\$ 8,000.00	\$ 8,000.00
55	Repair/Maintenance Plant (W)	\$ 46,250.00	\$ 46,250.00
56	Repair/Maintenance Plant (WW)	\$ 13,192.00	\$ 25,036.00
57	Repair/Maintenance Other	\$ 15,450.00	\$ 23,450.00
58	Utilities - Plant	\$ 49,000.00	\$ 37,000.00
59	Utilities - Waste Water Plant	\$ 9,600.00	\$ 13,000.00
60	Utilities - Lift Stations	\$ 7,500.00	\$ 8,000.00
61	Water / Sewer Testing	\$ 10,000.00	\$ 14,000.00
62	<b>TOTAL DIRECT OPERATING EXPENSE</b>	\$ 209,736.00	\$ 209,736.00
63			
64		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
65		<b>2015 - 2016</b>	<b>2016 - 2017</b>

## FINAL BUDGET 2016-2017

	A	B	C
66	<b>INDIRECT OPERATING EXPENSE</b>		
67	Advertising	\$ 1,597.00	\$ 1,500.00
68	Audit	\$ 19,000.00	\$ 22,000.00
69	Legal	\$ 25,000.00	\$ 33,000.00
70	Bad Debt	\$ 1,931.00	\$ 2,000.00
71	Auto	\$ 8,500.00	\$ 8,500.00
72	Bank Service Charges	\$ 400.00	\$ 400.00
73	Computer Support	\$ 6,500.00	\$ 6,500.00
74	Credit Card Services	\$ 1,545.00	\$ 4,000.00
75	Dues & Subscriptions	\$ 200.00	\$ 200.00
76	Write-Off Uncollectible		
77	Education		
78	Garbage Collection	\$ 927.00	\$ 927.00
79	Generator Diesel	\$ 2,000.00	\$ 2,000.00
80	General Liability Insurance	\$ 32,947.00	\$ 45,000.00
81	Office Supplies	\$ 3,000.00	\$ 3,000.00
82	Computer Supplies	\$ 2,500.00	\$ 2,500.00
83	License/Fees	\$ 500.00	\$ 500.00
84	Photocopy	\$ 3,000.00	\$ 3,000.00
85	Postage	\$ 7,500.00	\$ 7,500.00
86	Telephone	\$ 5,000.00	\$ 5,000.00
87	Cell	\$ 2,500.00	\$ 2,500.00
88	Utility Locate	\$ 200.00	\$ 500.00
89	Travel	\$ 1,000.00	\$ 1,000.00
90	Miscellaneous	\$ 2,000.00	\$ 1,000.00
91			
92	<b>TOTAL INDIRECT OPERATING EXPENSE</b>	\$ 127,747.00	\$ 152,527.00
93			
94	<b>TOTAL OPERATING EXPENSE</b>	\$ 647,688.00	\$ 712,263.00
95			
96	<b>OPERATING INCOME/LOSS</b>	\$ 332,348.00	\$ 289,237.00
97		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
98		<b>2015 - 2016</b>	<b>2016 - 2017</b>

## FINAL BUDGET 2016-2017

	A	B	C
99	<b>NON/OPERATING INCOME &amp; EXPENSE</b>		
100	Accural Interest	\$ (62,000.00)	\$ (75,000.00)
101	Grant Income		
102	Capital Improvement Water		
103	Capital Improvement WW Existing Line		
104	Grant Expense		
105	Note Principal Reduction	\$ (150,007.00)	\$ (143,518.00)
106	Service Fees		
107	<b>TOTAL NON/OPERATING EXPENSE</b>	\$ (212,007.00)	\$ (218,518.00)
108			
109			
110			
111	<b>CASH TO ACCURAL ADJUSTMENT</b>		
112	Depreciation Expense Water	\$ (130,343.00)	\$ (132,950.00)
113	Depreciation Expense WasteWater	\$ (140,005.00)	\$ (142,805.00)
114	Principal Reduction	\$ 150,007.00	\$ 143,518.00
115			
116	<b>TOTAL ACCRUAL ADJUSTMENT</b>	\$ (120,341.00)	\$ (70,719.00)
117			
118			
119	<b>TOTAL GAIN/LOSS</b>	\$ -	\$ -
120			
121			
122	<b>"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."</b>		

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF A TRANSFER OF \$5000 FROM CONTINGENCY TO FUND ADDITIONAL TOURNAMENTS AT THE SPORTS COMPLEX, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JUNE 21, 2016

**Statement of Issue:**

THESE FUNDS WOULD, FOR THE MOST PART, FUND THE CONCESSIONS AREA OF THE PARK. THE ADDITIONAL TOURNAMENTS ARE NEW REQUESTS AND WERE UNANTICIPATED DURING THE BUDGETING PROCESS FOR FY 2015-16.

**Recommended Action:** APPROVE THE TRANSFER

**Fiscal Impact:**

**Budgeted Expense:** NO

**Submitted By:** COUNTY ADMINISTRATOR 850-838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**THE BOARD TO DISCUSS ADDITIONAL EVENT INSURANCE AT  
COUNTY PARKS, AS AGENDAED BY COMMISSIONER FEAGLE.**MEETING DATE REQUESTED:**

JUNE 21, 2016

**Statement of Issue:****Recommended Action:****Fiscal Impact:****Budgeted Expense:****Submitted By:****Contact:****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:****Options:****Attachments:**

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Tuesday, June 14, 2016 10:26 AM  
**To:** Pam Feagle  
**Cc:** Margaret Dunn; Board Item  
**Subject:** Re: BOCC June 21 Agenda

Yes ma'am.

Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

On Jun 14, 2016, at 10:18, Pam Feagle <[pfeagle@taylorcountygov.com](mailto:pfeagle@taylorcountygov.com)> wrote:

Pls add to the next BOCC reg meeting on June 21:

1. Billy Russell to request Blue Bar Rd name be changed to Will Chester Rd.
2. Board to discuss additional event insurance at county parks

Thanks, Pam

## Margaret Dunn

---

**From:** Florrie <burroughs6343@fairpoint.net>  
**Sent:** Tuesday, June 14, 2016 10:18 AM  
**To:** Dustin Hinkel; Wendy  
**Cc:** Pam Feagle; Margaret Dunn; CONRAD BISHOP (lawbishop@gtcom.net)  
**Subject:** Re: Question about the park

Mr. Hinkel. For our Christmas event where we would have a bounce house, we have from 300 to 500 people. If we have an event for back to school with water slide, probably about 100 (I'll let Wendy correct me on that if I am incorrect.)

Florrie

On 6/13/2016 11:05 PM, Dustin Hinkel wrote:

Yes ma'am. I believe that is this situation. May I have a copy of the rental insurance policy to review? Also, what is the anticipated attendance for this event?

Thanks!

Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

On Jun 13, 2016, at 12:12 PM, Wendy <[wslaughter@fairpoint.net](mailto:wslaughter@fairpoint.net)> wrote:

*If the bounce house company has their own liability insurance, is there still a requirement for the council to carry event insurance?*

*Bounce houses events are held in just about all our city/county parks on many occasions. Is this something that has fell thru the cracks of being addressed?*

*Wendy Slaughter, Realtor  
(850)838-3146  
[wslaughter@fairpoint.net](mailto:wslaughter@fairpoint.net)*

*Sawgrass Realty, LLC  
127 S Jefferson St  
Perry, FL 32347  
(850)223-2370*

***"Let My Hometown Experience Work for You"....***

*Sent from my Verizon 4G LTE Droid*

On Jun 13, 2016 12:01 PM, Dustin Hinkel <[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)> wrote:

Good morning Ms. Florrie,

I understand your concern and will seek further clarification from the Board at their workshop this month. Historically events organized and ran by private entities or individuals at public facilities have required at the minimum a hold harmless and indemnification agreement. If there were no bounce houses or other "dangerous" activity I could see it acceptable to execute a hold harmless and indemnification agreement only.

Thanks!

**Dustin Hinkel**

County Administrator

Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street

Perry, FL 32347

850-838-3500 ext 7 Office

850-838-3501 Fax



850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)

<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2016.0.7639 / Virus Database: 4604/12413 - Release Date: 06/13/16

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER A PETITION TO ABANDON A  
STRUCTURE EASEMENT (STEINHATCHEE RIVERGATE LLC  
EASEMENT) IN STEINHATCHEE FOR ENCROACHMENT INTO  
THIRTEENTH STREET EAST RW, AS AGENDAED BY THE  
COUNTY ATTORNEY.

**MEETING DATE REQUESTED:**

JUNE 21, 2016

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**PETITION**  
**(PURSUANT TO FLORIDA STATUTE CHAPTER 336.11 – 336.12)**

COMES NOW, the Board of County Commissioners of Taylor County, Florida, pursuant to the above referenced provisions of Florida Law, files a petition to abandon and abrogate that certain Structure Easement dated July 14, 2003, and recorded with the Clerk of the Circuit Court, Taylor County, Florida, in Official Record Book 506, Pages 335 and 336, and alleges that:

1. The Board of County Commissioners of Taylor County, pursuant to the provisions of Chapter 336, Sections 336.11-336.12, Florida Statutes, hereby abandons and abrogates that certain Structure Easement dated July 14, 2003, and recorded with the Clerk of the Circuit Court, Taylor County, Florida, in Official Record Book 506, Pages 335 and 336.

2. The exact description of the Structure Easement is as follows:

**STEINHATCHEE RIVERGATE LLC EASEMENT FOR ENCROACHMENT  
INTO THIRTEENTH STREET EAST R/W:**

Commence at the Northeast corner of Lot 1, Block 34, of Steinhatchee Subdivision, as per plat on record in the Office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, Page 26 and run South 00° 14' 18" West along the West right of way of Thirteenth Street, East 204.98 feet for the Point of Beginning; thence from said Point of Beginning, run South 89° 45' 42" East, 8.00 feet; thence run South 00° 14' 18" West, parallel to said right of way line, 31.56 feet; thence run North 89° 45' 42" West, 8.00 feet to the said right of way line; thence run North 00° 14' 18" East, along said right of way line, 31.56 feet to the Point of Beginning. Said parcel contains 0.005 acre, (252 sq. feet) more or less.^

WHEREFORE, the County will set a public hearing \_\_\_\_\_, at \_\_\_\_\_ p.m. at the Commission Meeting Room at the Taylor County Courthouse Annex, Old Post Office Complex, 201 East Green Street, Perry, Florida.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
JODY DEVANE, Chairman

STATE OF FLORIDA )  
COUNTY OF TAYLOR )

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires:

**NOTICE OF PROCEEDINGS FOR THE CLOSING OF  
STRUCTURE EASEMENTS**

TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to the hereinafter described property, will at \_\_\_\_\_ p.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, consider and determine whether the County will vacate, abandon, close, abrogate, renounce and disclaim any and all rights of the County and the public in that certain Structure Easement dated July 14, 2003, and recorded with the Clerk of the Circuit Court, Taylor County, Florida, in Official Record Book 506, Pages 335 and 336, which runs over, upon or through the following described parcel of land, lying and being in Taylor County, Florida, on behalf of Steinhatchee Rivergate LLC, and described as follows:

**STEINHATCHEE RIVERGATE LLC EASEMENT FOR ENCROACHMENT  
INTO THIRTEENTH STREET EAST R/W:**

Commence at the Northeast corner of Lot 1, Block 34, of Steinhatchee Subdivision, as per plat on record in the Office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, Page 26 and run South 00° 14' 18" West along the West right of way of Thirteenth Street, East 204.98 feet for the Point of Beginning; thence from said Point of Beginning, run South 89° 45' 42" East, 8.00 feet; thence run South 00° 14' 18" West, parallel to said right of way line, 31.56 feet; thence run North 89° 45' 42" West, 8.00 feet to the said right of way line; thence run North 00° 14' 18" East, along said right of way line, 31.56 feet to the Point of Beginning. Said parcel contains 0.005 acre, (252 sq. feet) more or less.^

PERSONS INTERESTED MAY APPEAR AND BE HEARD AT THE TIME AND PLACE ABOVE SPECIFIED.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

Date:  
Legal/One (1) Issue  
Bill B.C.C.

Upon a motion of Commissioner \_\_\_\_\_, with second by Commissioner \_\_\_\_\_, and by unanimous vote, the Board adopted the following resolution:

### RESOLUTION

WHEREAS, the Board of County Commissioners of Taylor County, Florida, did on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, after notice duly given as required by Statute, hold a Public Hearing to abandon and abrogate that certain Structure Easement dated July 14, 2003, and recorded with the Clerk of the Circuit Court, Taylor County, Florida, in Official Record Book 506, Pages 335 and 336, and is described as follows:

**STEINHATCHEE RIVERGATE LLC EASEMENT FOR ENCROACHMENT INTO THIRTEENTH STREET EAST R/W:**

Commence at the Northeast corner of Lot 1, Block 34, of Steinhatchee Subdivision, as per plat on record in the Office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, Page 26 and run South 00° 14' 18" West along the West right of way of Thirteenth Street, East 204.98 feet for the Point of Beginning; thence from said Point of Beginning, run South 89° 45' 42" East, 8.00 feet; thence run South 00° 14' 18" West, parallel to said right of way line, 31.56 feet; thence run North 89° 45' 42" West, 8.00 feet to the said right of way line; thence run North 00° 14' 18" East, along said right of way line, 31.56 feet to the Point of Beginning. Said parcel contains 0.005 acre, (252 sq. feet) more or less.^

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby abandon and abrogate that certain Structure Easement dated July 14, 2003, and recorded with the Clerk of the Circuit Court, Taylor County, Florida, in Official Record Book 506, Pages 335 and 336, and is described as follows:

**STEINHATCHEE RIVERGATE LLC EASEMENT FOR ENCROACHMENT INTO THIRTEENTH STREET EAST R/W:**

Commence at the Northeast corner of Lot 1, Block 34, of Steinhatchee Subdivision, as per plat on record in the Office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, Page 26 and run South 00° 14' 18" West along the West right of way of Thirteenth Street, East 204.98 feet for the Point of Beginning; thence from said Point of Beginning, run South 89° 45' 42" East, 8.00 feet; thence run South 00° 14' 18" West, parallel to said right of way line, 31.56 feet; thence run

North 89° 45' 42" West, 8.00 feet to the said right of way line; thence run North 00° 14' 18" East, along said right of way line, 31.56 feet to the Point of Beginning. Said parcel contains 0.005 acre, (252 sq. feet) more or less.^

BE IT FURTHER RESOLVED that the members of the Board of County Commissioners of Taylor County, Florida, and the Clerk of the Circuit Court of Taylor County, Florida, execute the instruments necessary, if any be necessary, to convey the title to the above described lands to the record title owners of the land adjacent thereto.

DONE AND ORDERED in regular session at Perry, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
JODY DEVANE, Chairman

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk