

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
JUDICIAL ANNEX BUILDING  
218 PARSHLEY STREET SOUTHWEST  
LIVE OAK, FLORIDA 32064**

**TENTATIVE AGENDA FOR APRIL 16, 2024, AT 5:30 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of the Chairman's or designee's signature on all associated documents.
- Individual speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the consent agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- Groups or factions representing a position on a proposition or issue are required to select a single representative or spokesperson. The designated representative will be allowed to speak for seven (7) minutes following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- For general updates or questions regarding County business, contact the County Administrator during regular business hours at (386) 364-3400.

**APPROVAL OF MINUTES:**

1. a) April 2, 2024 – Regular Board Meeting  
b) April 4, 2024 - RFQ 2024-03 Bid Tabulation

**PUBLIC CONCERNS AND COMMENTS:**

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of Public Transportation Grant Agreement #446665-3 (PTGA) with the Florida Department of Transportation for the Design and Rehabilitation of the Airport Entrance Road and Expansion of the FBO Parking Lot at the Suwannee County Airport to approve the required resolution and to authorize staff to sign all related documents.

4. Approval of the Public Transportation Grant Agreement #446665-4 (PTGA) with the Florida Department of Transportation for the Fuel Tank Inventory Monitoring System Upgrade to the Fuel Farm at the Suwannee County Airport to approve the required resolution and to authorize staff to sign all related documents.
5. Approval of the Public Transportation Grant Agreement #446665-5 (PTGA) with the Florida Department of Transportation for the Purchase of Airfield Equipment at the Suwannee County Airport to approve the required resolution and to authorize staff to sign all related documents.
6. Approval of Statewide Mutual Aid Agreement - 2023 (SMAA) with Florida Division of Emergency Management.
7. Approval of Change Order No. 1 with Music Construction for modifications in plans to meet site conditions for the 80<sup>th</sup> Terrace and 139<sup>th</sup> Drive road reconstruction. Budget impact: decrease in the amount of \$18,679.32. Project funded by FDOT.
8. Authorization to advertise a Request for Qualifications (RFQ) for Construction Engineering and Inspection (CEI) for the Catalyst Watermain Extension.
9. Declare Air Burners as a sole source provider and authorize the purchase of a trench burner in the amount of \$62,069 from the Solid Waste Department. Budgeted item.
10. Award RFP 2024-06 to RDK Truck Sales to lease three (3) front-load garbage trucks for the Solid Waste Department. Budgeted items.

**TIME-SPECIFIC ITEMS:**

11. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit Request No. SP-24-04-01 by Gabriel La Rosa and Ana Fernandez to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture to construct (10) poultry houses on property zoned Agriculture-1 (A-1) (Ron Meeks, Development Services Director)
12. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit Request No. SP-24-04-02 by Inalvis Hernandez to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture to construct (8) poultry houses on property zoned Agriculture-1 (A-1) (Ron Meeks, Development Services Director)
13. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold the second of two public hearings** to consider the adoption of an Ordinance for LDR 24-01, an application by the Board of County Commissioners to amend Section 14.11 of the Land Development Regulations by adding section 14.11 (b) (11) All tower construction must provide a generator for backup power for a minimum of 48 hours. Co-location on an existing tower must be connected to the generator onsite or provide their own generator to serve their equipment for the same 48-hour minimum. (Ron Meeks, Development Services Director)

**CONSTITUTIONAL OFFICERS ITEMS:**

**STAFF ITEMS:**

**COMMISSIONERS ITEMS:**

**COUNTY ATTORNEY ITEMS:**

**GENERAL BUSINESS:**

14. Discuss, with possible Board action, Conservation Technician. (Garrett McCray, Program Administrator & Barton Wilder FDACS))
15. Discuss, with possible Board action, final Plat approval of Broken Pines Subdivision. (Ron Meeks, Development Services Director)
16. Discuss, with possible Board action, the appointment of two members to the North Florida Water Utility Authority.
17. Discuss RV Parks.
18. **Additional Agenda Items.** The Chairman calls for additional items.
19. Administrator's comments and information.
20. Board Members Inquiries, Requests, and Comments.

5:30 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Travis Land and Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Leo Mobley; and Commissioner Franklin White. Clerk Finance Director Keith Gentry; Eric Musgrove, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman Land called the meeting to order at 5:32 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

**MINUTES:**

**The first item on the agenda** was to approve the minutes of the March 19, 2024 regular meeting.

Chairman Land noted a typo on page 374 that was corrected by the Deputy Clerk.

Commissioner Perkins noted that on page 373, "Taylor" was misspelled. The Deputy Clerk corrected the error.

**Commissioner Hale moved to approve the minutes of the March 19, 2024 Regular meeting with the noted changes. Commissioner White seconded, and the motion carried unanimously.**

It being 5:35 p.m., Chairman Land moved to Time Specific Items.

**TIME-SPECIFIC ITEMS:**

**The fifteenth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to discuss final budget amendments for Fiscal Year 2022-2023.

Director Gentry discussed the various budget changes to the State Attorney's Office, Local Housing (SHIP), and the Water/Sewer Plant Fund that added a total of \$79,457 to the County's budget.

Chairman Land opened the floor to public comments. There were none, and Chairman Land closed the floor to public comments.

**Commissioner Perkins moved to approve final budget amendments for Fiscal Year 2022-2023.**

**Commissioner Hale seconded, and the motion carried unanimously. (Resolution No. 2024-27)**

**PUBLIC CONCERNS AND COMMENTS:**

Mrs. Janet Donalds, 11437 225<sup>th</sup> Road, Live Oak, was concerned about the RV park near Dowling Park approved at the previous meeting, as she had not seen the public hearing notice. She explained that the sign had not been posted in a location where most locals would see it, and the County's website stated that written notice would be provided to all adjoining property owners, which was not done. Mrs. Donalds asked that something be done to correct the issues, perhaps by holding another public hearing.

Mr. Stephen Chapman, 11409 225<sup>th</sup> Road, also noted that he had not seen the sign until after the meeting at which the RV park was approved. Mr. Chapman stated that his property was 25 feet across the street from the RV park and his children could no longer safely play outside.

Mr. Brian Metzger, 11054 225<sup>th</sup> Road, Live Oak, discussed the approval of the RV campground near Dowling Park from the last meeting. He stated that although Chairman Land had noted at the previous meeting that he had not heard from any constituents, it was only because they did not know about the RV park; the number of people present at the current meeting should have indicated to the Board that there was a lot of opposition to the park. Mr. Metzger pointed out the number of heavy trucks already using adjoining roads, and RVs would further damage the local roads and add to traffic issues. He added that his land property values would go down because of the RV park.

Mr. Dennis Martin, 4240 River Road, Live Oak, noted that several of his neighbors had not seen the sign for the RV park, and the large campground would impact sewage, water, and traffic in the area.

He added that the Board had decided that RV parks should not be within 5 miles of each other, but the one just approved by the Board was only 2.2 miles away from another RV park.

Mrs. Sandra Renado, 22390 County Road 250, stated that the RV park would be right next to her property, and she was concerned about the safety of her granddaughters who lived with her. She noted that the permit sign was placed in a location that most locals did not pass.

Dan Gray, 11488 217<sup>th</sup> Road, stated that he never saw the RV permit sign. He expressed the same concerns noted by Mr. Metzger and others and noted crimes committed in RV parks.

Mr. Randy Vick, speaking on behalf of his daughter who lived on 217<sup>th</sup> Road, stated that the sign was hard to see and was concerned about the property values in the area. He also expressed concerns about traffic and crime.

Mr. Mike Bartalotti, 12204 225<sup>th</sup> Road, agreed with the comments made. He noted that he had been on his property for some 45 years and had moved there to get away from crowded conditions. Mr. Bartalotti stated that his area had built up since then and he did not want the RV park.

Mrs. Karen Hayes, 22570 County Road 250, stated that she and her husband traveled for years before moving to Suwannee County, where it was peaceful and quiet. She was concerned with the drugs, alcohol, fights, and break-ins that would follow the establishment of the RV park.

Mr. Richard Synder, 29<sup>th</sup> Road, asked if this was the same discussion as where the sign was lying on the property and what radius needed to be notified.

Mr. Bo Hancock, 6535 Wiggins Road, suggested having large bright orange permit signs with all the information on the sign to notify the public in the future. He also suggested changing the rules to notify adjacent property owners, even if it costs the County a little bit more money.

Mr. Jessie Monroe, 3552 82<sup>nd</sup> Terrace, Branford, discussed the smart meters placed by Suwannee Valley Electric Cooperative. He expressed concerns about the meters because they caused fires and sent

out microwave signals that could harm humans, and he was not allowed to opt out of the program. Mr. Monroe discussed the signals in more detail and the harm caused to the human body. He asked the Board to contact Suwannee Valley Electric Cooperative to allow opt-outs.

Mr. Cary Strickland, 11936 Bass Road, stated that he had recently been notified of a housing development proposed near his property. He stated that his farm would not do well with the buildup of traffic, population, and issues related to outsiders moving in, especially those from high-crime areas.

Chairman Land clarified that the housing development Mr. Strickland mentioned was within the city limits of Live Oak and recommended that he speak to the Live Oak City Council, as the County had nothing to do with it.

Mr. Austin Heber, 11468 217<sup>th</sup> Road, agreed with everything said before him regarding the RV park. He suggested selling property to family or neighbors instead of selling to large outside companies that could pay top dollar.

Mrs. Alisha Mitzi, 16567 76<sup>th</sup> Street, was concerned because of the number of illegals who had entered the country recently and wondered how citizens would feed the increased population if all the farmland was being converted into houses.

Chairman Land stated that the RV park was in his district, and he had asked at the meeting if there was a sign on the property. He had been told in the meeting that it had been posted. Chairman Land stated that he had not heard from anyone for or against the property, and even if he had, the RV park followed all the County's Land Development Regulations and it would have been approved anyway because it met all the necessary requirements. He noted that he lived close to the RV park. Chairman Land stated that the sign could not be placed in the right-of-way, but the size and color of permits would be changed in the future. Websites and forms would be updated to say the same thing regarding notice to adjacent landowners. Chairman Land again stated that if a development request met the requirements

of the Land Development Regulations, a neighbor or neighbors not liking a development would not be sufficient reason to deny it. He suggested a moratorium of 90 days for RV park permit applications.

Commissioner Hale reiterated several points made by concerned citizens, including the size, color, and location of permit signs. He suggested adopting traffic counts, notices to adjacent landowners, shrubbery requirements, and safety equipment such as cameras.

Chairman Land asked County Attorney Morrison about public notification requirements. County Attorney Morrison replied that public notice was required, and signs were determined to be sufficient notice. He added that noticing all adjacent landowners had caused issues if certified mail was not returned. County Attorney Morrison stated that the Board could not un-approve the approval of the RV park that was approved at the previous meeting, but the lessons learned could be applied to future permits. He added that the Land Development Regulations and the form used by applicants did not require noticing adjacent landowners, and the County's website needed to be updated to show that.

Mrs. Donalds noted that the form found on the website for public development required notice to adjoining landowners. She was upset that the Board would not consider recalling the approval of the RV park to allow the public to voice its opinion.

Mr. Metzger stated that the County's Land Development Regulations required public notice in a local newspaper. Mr. Ronald Meeks, Development Services Director, replied that the notice was posted in the *Lake City Reporter*, which was the most widely circulated newspaper in Suwannee County and the one his office had been advised to use. He stated that this was not the first time that notifications had been brought before the Board, and he noted that the County had been sued in the past because of certified letters to adjoining landowners not being received. Mr. Meeks added that the County was liable for such issues, and the requirement was to contact as many people as possible. He added that the Planning and Zoning Board had been advised by its attorney to post the signs in lieu of certified letters.

Mr. Meeks noted that no developer used the form found online, as they contacted the Planning and Zoning Department, and the form found online was simply an informational sheet.

Commissioner White asked where the sign was placed and if he had received any complaints about it blowing over. Mr. Meeks replied that the sign was posted on County Road 250 at the proposed entrance to the property. He added that the property on 225<sup>th</sup> was not owned by the applicant, and the sign must be placed on property owned by the developer.

Commissioner Mobley asked if the RV park could be brought back before the Board because of neighbors' issues. Mr. Meeks replied that the sign was placed on the property, the hearing was noticed in the newspaper, and all things had been done according to Statutes and the County's Regulations.

Commissioner White asked County Attorney Morrison what the County could do at this point. County Attorney Morrison replied that there was nothing the Board could do for this RV park, as the RV park met the Florida Statutes and County requirements and had already been approved. The public's complaints could be used to modify future applications.

Commissioner White asked about an agreement made near airport property. Mr. Meeks replied it was a different issue altogether.

Commissioner White stated that the County had lost \$3.5 million in a lawsuit brought against it several years ago because of a permitting issue, and the County had the possibility of being sued by the RV park developer if the County attempted to undo its approval.

Mr. Donalds was concerned about the sign, which had not noted what the change would be. He was very concerned that the RV park would detract from his property values. He asked that the vote be revoked and the Board hold another public hearing.

Chairman Land noted that regardless of what happened tonight, it appeared someone would be sued. He also clarified that public comments were limited to one trip per person for three minutes.

Mr. Metzger discussed a report required by the Land Development Regulations and if that was submitted to the Board, as he was concerned that the RV park did not meet some of its requirements.

Mr. Chapman stated that the form on the website required mailing to adjacent landowners, and asked why the form was not binding. County Attorney Morrison replied that the form was an old one that did not follow Florida Statutes or the County’s regulations.

Mr. Gray was concerned with the size, color, and location of permit signs and that many people did not read the *Lake City Reporter*. He did not question the integrity of the people involved in the process but added that the group of citizens would probably be filing a class action lawsuit.

**Chairman Land asked County Attorney Morrison to research the RV park issue in further detail and discuss it at the next regular meeting.**

**Commissioner Hale moved to approve a 90-day moratorium on all RV parks to allow time to research the issue. Commissioner White seconded, and the motion carried unanimously.**

Chairman Land called a recess at 6:50 p.m.

6:54 p.m.

Chairman Land called the meeting back to order.

**CONSENT:**

Chairman Land noted that consent agenda items 12 and 13 had been pulled for discussion.

**The second item on the agenda** was to approve payment of \$3,842,688.94 in processed invoices.

**The third item on the agenda** was acceptance of transfer of Florida Department of Transportation and Florida Department of Environmental Protection permits for 180<sup>th</sup> Street Bridge.

**The fourth item on the agenda** was adoption of a resolution re-appointing Teena Peavy and Charissa Setzer to the Original Florida Tourism Task Force. **(Resolution No. 2024-28)**

**The fifth item on the agenda** was adoption of a resolution proclaiming April 2024 as “Child Abuse Prevention Month”. **(Resolution No. 2024-29)**

**The sixth item on the agenda** was approval to hold the May 7, 2024 regularly scheduled Board meeting at Live Oak City Hall, 101 White Avenue S.E., Live Oak, Florida 32064, at 5:30 p.m.

**The seventh item on the agenda** was approval to hold the May 21, 2024 regularly scheduled Board meeting at Exhibition II, 1302 S.W. 11<sup>th</sup> Street, Live Oak, Florida 32064, at 5:30 p.m.

**The eighth item on the agenda** was approval of a 2-year lease agreement with Ring Power for one (1) CAT 140GC motor grader. Budget impact: \$66,940.49 to be paid annually from the Road Department budget. **(See Agreement No. 2024-35)**

**The ninth item on the agenda** was approval of Change Order #2A with Curt’s Construction, Inc. in the amount of \$18,400.95 due to reworking the existing lime rock and asphalt base overlay with 1.5” of Superpave on the Suwannee River Greenway at the Brandford SunTrail project. Budget impact: to be paid from grant proceeds. **(Agreement No. 2024-22-02)**

**The tenth item on the agenda** was approval of a Public Library Construction Grant Agreement with the State of Florida, Department of State for the construction of the Branford Public Library expansion project. **(Agreement No. 2024-55)**

**The eleventh item on the agenda** was adoption of a resolution authorizing the County Administrator to execute Florida Department of Transportation grant #FM 443402-02 for the 169<sup>th</sup> Road rail crossing replacement. **(Resolution No. 2024-30)**

**The twelfth item on the agenda** was authorization to return \$29,450 to the Clerk of Court from excess funds remitted to the County from Fiscal Year 2022-2023.

This item was pulled for discussion.

**The thirteenth item on the agenda** was authorization to advertise for the demolition of the Conflerworth Building and the Hog and Steer Barns at the Suwannee County Fair Complex.

This item was pulled for discussion.

**The fourteenth item on the agenda** was authorization to advertise for Request for Qualifications regarding Professional Planning and Design, Feasibility/Masty Plan Studies, and other related services throughout the County for Parks and Recreation.

**Commissioner Perkins moved to approve consent items 2-11 and 14. Commissioner White seconded, and the motion carried unanimously.**

**The twelfth item on the agenda** was authorization to return \$29,450 to the Clerk of Court from excess funds remitted to the County from Fiscal Year 2022-2023.

County Attorney Morrison briefly discussed the issue and wanted to make sure that the County Finance Department was aware of the deadline for payment.

**Commissioner White moved to approve the return of \$29,450 to the Clerk of Court from excess funds remitted to the County from Fiscal Year 2022-2023. Commissioner Perkins seconded, and the motion carried unanimously.**

**The thirteenth item on the agenda** was authorization to advertise for the demolition of the Conflerworth Building and the Hog and Steer Barns at the Suwannee County Fair Complex.

Mr. Jason Furry, Parks and Recreation Director, discussed requests from Branford FFA and Suwannee FFA to allow them to use the pens.

Chairman Land stated that the pens had been installed 30+ years before by various groups but still had some life left in them.

County Attorney Morrison suggested that the County donate all the pens to the School Board and allow the School Board to disburse them to the appropriate FFA groups.

Brief discussion ensued on the pens.

**Commissioner Hale moved to authorize advertising for the demolition of the Conflerworth Building at the Suwannee County Fair Complex. Commissioner White seconded, and the motion carried unanimously.**

**Commissioner Mobley moved to donate the hog and steer pens at the Coliseum to the School Board. Commissioner Perkins seconded, and the motion carried unanimously.**

**TIME-SPECIFIC ITEMS:**

This item was discussed prior to public comments.

**CONSITUTIONAL OFFICERS ITEMS:**

There were none.

**STAFF ITEMS:**

Chief Eddie Hand apologized for this item not being on the agenda, but he had only learned at the end of the week that the State had changed their grant process and he needed to address it as soon as possible. He asked for approval to apply for a County Emergency Medical Services Grant from the State of Florida, which was a no-match grant.

**Commissioner White moved to approve a resolution for a County Emergency Medical Services Grant from the State of Florida. Commissioner Perkins seconded, and the motion carried unanimously.**  
**(Resolution No. 2024-26)**

**COMMISSIONERS ITEMS:**

There were none.

**COUNTY ATTORNEY ITEMS:**

There were none.

**GENERAL BUSINESS:**

**The sixteenth item on the agenda** was Additional Agenda Items.

There were none.

**The seventeenth item on the agenda** was Administrator's comments and information.

County Administrator Scott notified the Board of a Florida Statute regarding storm damage that had been brought to his attention by the Property Appraiser, and there were approximately two dozen people who met the qualifications of being displaced long-term from their homes. He asked if the Board wished to prorate fire and solid waste assessments for the affected people, which would cost a total of approximately \$2,500.

Chairman Land suggested that the Board approve the request.

Commissioner White asked if it was a one-time refund. County Administrator Scott replied that it was available every time there was a storm in which people met the statutory requirements.

Commissioner White had no problem with the refund.

Commissioner Hale stated that displaced citizens had suffered enough and was also in favor.

Commissioner Perkins was also in favor of the refund.

**Commissioner Mobley moved to approve the refund of fire and solid waste assessments to those affected by Hurricane Idalia, as requested by the Property Appraiser. Commissioner Perkins seconded, and the motion carried unanimously.**

County Administrator Scott stated that all Hurricane Idalia-related debris should have already been picked up, but there were some issues with companies continuing to dump debris.

Brief discussion ensued on the issue and a legal remedy for contractors who continued to attempt to dump debris.

County Administrator Scott discussed well testing because of sewage dumping recently discussed by the Board. He also discussed a recent luncheon at Heritage Park that had gone well. County Administrator Scott discussed permitting/inspection assistance requested by the City of Live Oak, noting that the City had helped the County with inspections in the past at the sudden passing of the County's last Building Inspector. He discussed a meeting to be held with Senator Marco Rubio's office. County Administrator Scott stated that several bids had been opened in the previous weeks and that they were being reviewed. He noted that a company was willing to review the County's receipt of ARPA funds to determine if there was more that could be used.

**The eighteenth item on the agenda** was Board Members' inquiries, requests, and comments.

Commissioner Perkins thanked the public for attending the meeting and noted a recent presentation on the Constitution held by a constituent. He understood concerns of the public about development within Suwannee County.

Commissioner Mobley thanked everyone for attending the meeting and noted that his preacher was dealing with cancer at this time.

Commissioner Hale hoped everyone had a good Easter and noted that some meetings were harder than others but was thankful for being able to learn from the public. He also thanked the County's employees for their work.

Commissioner White discussed a Vietnam memorial meeting that he attended the previous week and appreciated veterans for their service. He thanked the Fair Board and Livestock Board for the great Fair recently held on the Coliseum grounds and the public for attending the meeting.

Commissioner Hale added that Hooked on Heroes would be held over the weekend for veterans.

Chairman Land hoped everyone had a good Easter and complimented Terrance Humphries for the Easter egg hunt that he held for the public for children who might not otherwise have a good Easter. He also appreciated the Heritage Park and Gardens event held earlier in the day and that it would be hosting the Wildflower Festival on April 27. Chairman Land stated that the RV park discussed in the meeting was in his district, and he had received numerous phone calls since it was approved. He understood citizens' issues and thanked them for attending the meeting to express their concerns, adding that there were avenues of improvement for the County in the permitting process. Chairman Land noted that growth was coming to Suwannee County.

**Commissioner Perkins moved to adjourn the meeting. Commissioner Hale seconded, and the motion carried unanimously.**

There being no further business to discuss, the meeting adjourned at 7:29 p.m.

ATTEST:

\_\_\_\_\_, DC  
BARRY A. BAKER  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
TRAVIS LAND, CHAIRMAN  
SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

2:00 p.m.

The Bid Review Committee met on the above date and time for a meeting. Present were Brenda Flanagan, County Administration; Jason Furry, Parks and Recreation Director; Marcus Durham, Maintenance Director; Holland Freeman, County Administration; and Eric Musgrove and Logan Woods, Deputy Clerks.

Ms. Freeman opened the meeting at 2:02 p.m.

The purpose of this meeting was to rank firms that responded to the County’s Request for Quotes associated with professional engineering services (RFQ 2024-03) by the Bid Review Committee, consisting of Ms. Flanagan, Mr. Furry, and Mr. Durham.

The Bid Review Committee submitted their individual rankings for RFP No. 2024-03 to the deputy clerks for final tabulation.

Deputy Clerks Musgrove and Woods determined that based upon the final tabulations for RFP No. 2024-03, North Florida Professional Services was the highest with a score of 259 and Mittauer and Associates second with a score of 234.

There being no further business to discuss, the meeting adjourned at 2:04 p.m.

\_\_\_\_\_, DC  
BARRY A. BAKER  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
FRANKLIN WHITE, CHAIRMAN  
SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

## **Agenda Item No. 2**

Approval of payment of processed invoices.

## **Suwannee County Airport Executive Summary**

### Objective:

To approve Public Transportation Grant Agreement #446665-3 (PTGA) with the Florida Department of Transportation for the Design and Rehabilitation of the Airport Entrance Road and Expansion of the FBO Parking Lot at the Suwannee County Airport, to approve the required resolution, and to authorize staff to sign all related documents.

### Considerations:

This agreement will cover \$83,334.00 for this project.

This project, totaling \$833,334.00, is funded 90% by FAA and 10% by FDOT.

Budget Impact: Paid for with Federal and FDOT funds.

### Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to approve Public Transportation Grant Agreement #446665-3 with the Florida Department of Transportation for the Design and Rehabilitation of the Airport Entrance Road and Expansion of the FBO Parking Lot at the Suwannee County Airport, to approve the required resolution, and to authorize staff to sign all related documents.

Respectfully submitted:

Date: April 16, 2024

John Duhaime  
Airport Manager

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

**WHEREAS**, Suwannee County, Florida (“County”), and the State of Florida Department of Transportation (“FDOT”), have determined it to be in their mutual interests to facilitate the development of the herein described project at Live Oak, Suwannee County, Florida, to wit:

Design and Rehabilitation of the Airport Entrance Road and Expansion of the FBO Parking Lot  
at the Suwannee County Airport  
FDOT F.P. #446665-3

**WHEREAS**, the FDOT and the County have agreed to joint funding for the above project; the FDOT portion of which shall be the maximum of \$83,334.00 related to eligible project costs; and

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement (PTGA), which requires no Local Front End Funding by the County.

**NOW THEREFORE**, be it resolved, as follows:

1. The Board of County Commissioners of Suwannee County, Florida, confirms its desire to enter into the Public Transportation Grant Agreement, FDOT F.P. #446665-3, with the FDOT;
2. The Chairman, Travis Land or his designee, is herein authorized to execute this Resolution on behalf of the County; and
3. The Chairman, Board of County Commissioners of Suwannee County, Florida, Travis Land, or County Administrator, are herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced PTGA, future modifications, time extensions, and project scope changes with the FDOT.

**PASSED, ADOPTED, AND APPROVED**, on the \_\_\_\_\_ day of April , 2024.

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
TRAVIS LAND  
Chairman

ATTEST:

By: \_\_\_\_\_  
BARRY A. BAKER  
Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 7/22

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <u>446665-3-94-24</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u>	DDR	FLAIR Category: <u>088719</u> Object Code: <u>740100</u> Org. Code: <u>55022020228</u> Vendor Number: <u>VF596000873055</u>
Contract Number: _____	Federal Award Date: <u>N/A</u>		
CFDA Number: <u>N/A</u>	Agency SAM/UEI Number: _____		
CFDA Title: <u>N/A</u>			
CSFA Number: <u>N/A</u>			
CSFA Title: <u>N/A</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Suwannee County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Design & Rehabilitation of the Airport Entrance Road and Expansion of the FBO Parking Lot at Suwannee County Airport. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)  
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions

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- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Audit Requirements for Awards of State Financial Assistance
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a.  If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**9. Project Cost:**

- a. The estimated total cost of the Project is \$833,334. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$83,334 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
  - Travel expenses are NOT eligible for reimbursement under this Agreement.
  - Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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**Description and Responsibilities**, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i.  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii.  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
  
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
  
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
  
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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 "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
- ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Suwannee County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

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

Name: James M. Knight, P.E.

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

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Angela Hensel

\_\_\_\_\_

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Rehabilitate Airport Entrance Road and Expansion of FBO Parking Lot

**B. Project Location** (limits, city, county, map): Suwannee County Airport/Live Oak, FL/Suwannee

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Rehabilitation of Airport Entrance Road & Expansion of FBO Parking: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, pavement demolition, surface course improvements using asphalt mill and overlay methods (such as concrete, asphalt, rejuvenators, or sealants), joint construction, also expand the FBO parking to increase available parking, clearing and grubbing, earthwork, drainage, asphalt pavement section, parking lot lighting, concrete curb and gutter, pavement markings and striping, sodding/grassing, and safety barricades, including all materials, equipment, labor, and incidentals required to rehabilitate the roadway and parking lot pavement. The Sponsor will comply with Aviation Program Assurances.

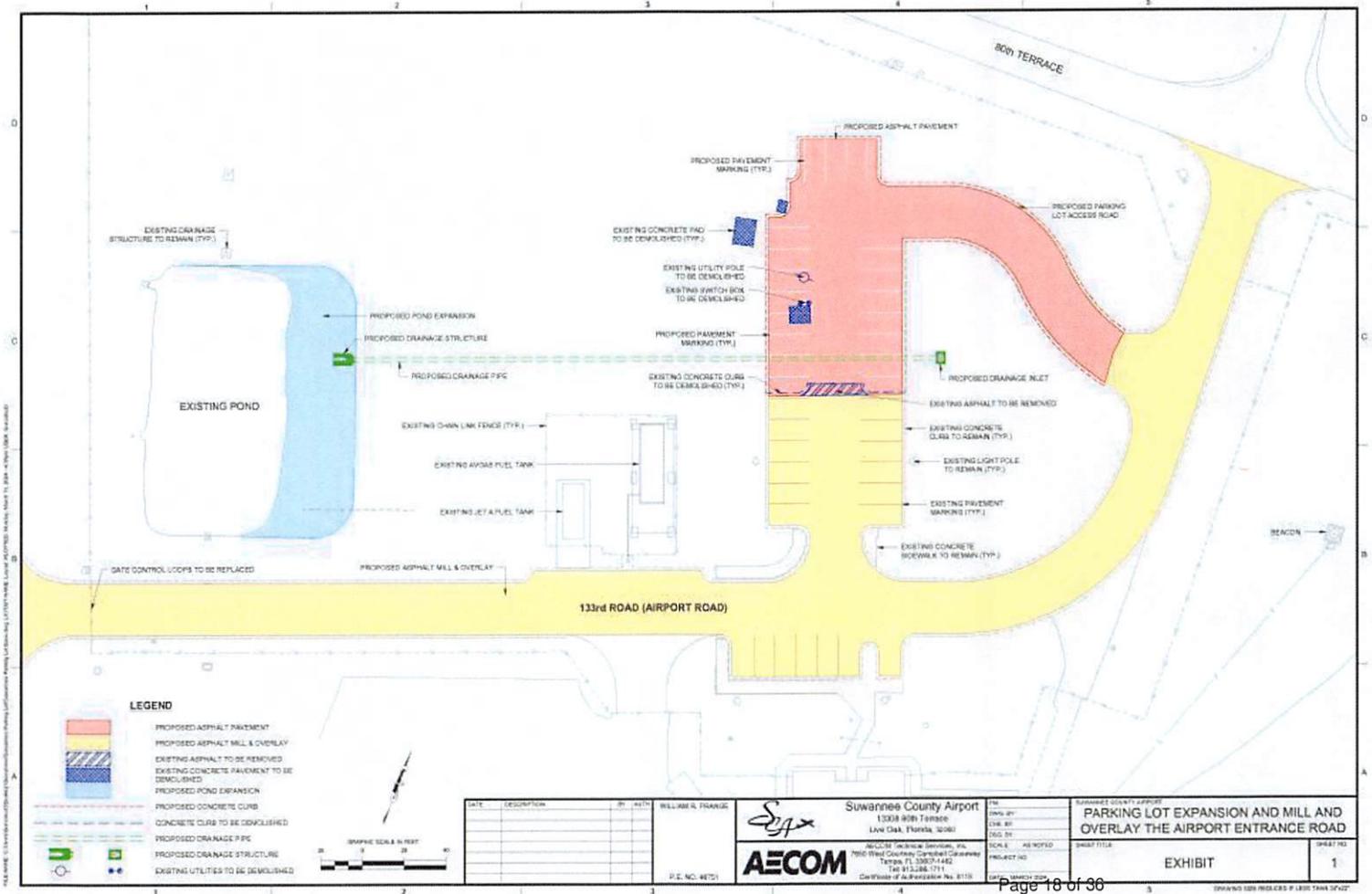
**D. Deliverable(s)**: Design & Rehabilitate Airport Entrance Road and Expansion of FBO Parking Lot

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

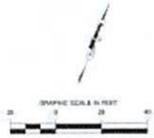
**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



- LEGEND**
- PROPOSED ASPHALT PAVEMENT
  - PROPOSED ASPHALT MILL & OVERLAY
  - EXISTING ASPHALT TO BE REMOVED
  - EXISTING CONCRETE PAVEMENT TO BE DEMOLISHED
  - PROPOSED POND EXPANSION
  - PROPOSED CONCRETE CURB
  - CONCRETE CURB TO BE DEMOLISHED
  - PROPOSED DRAINAGE PPG
  - PROPOSED DRAINAGE STRUCTURE
  - EXISTING UTILITIES TO BE DEMOLISHED



DATE	DESCRIPTION	BY	WITH	WILLIAM S. FRANKS

**S&A**  
**AECOM**

Suwannee County Airport  
 13308 80th Terrace  
 Law Oak, Florida, 32060

APL/CSJ (ARCHIVE SERVICE, INC.)  
 7850 West County Community Gateway  
 Tampa, FL 33637-1442  
 Tel: 813.288.1711  
 Certificate of Accreditation No. 8118

P.E. NO. 46753

DATE: 11/05/2009	SCALE: AS SHOWN	PROJECT NO:	SHEET NO:
DATE: 11/05/2009	SCALE: AS SHOWN	PROJECT NO:	SHEET NO:
SHEET TITLE: PARKING LOT EXPANSION AND MILL AND OVERLAY THE AIRPORT ENTRANCE ROAD		EXHIBIT: 1	

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**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446665-3-94-24	DDR	088719	2024	740100	N/A	N/A	\$83,334.00
446665-3-94-24	FAA	088719	2024	740100	N/A	N/A	\$750,000.00
<b>Total Financial Assistance</b>							<b>\$833,334.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$83,334.00	\$0.00	\$750,000.00	\$833,334.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$83,334.00</b>	<b>\$0.00</b>	<b>\$750,000.00</b>	<b>\$833,334.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
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**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

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

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

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
    - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
    - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
    - Section 62-256.300, FAC, Open Burning, Prohibitions
    - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
  - c. Local Government Requirements**
    - Airport Zoning Ordinance
    - Local Comprehensive Plan
  - d. Department Requirements**
    - Eight Steps of Building a New Airport
    - Florida Airport Revenue Use Guide
    - Florida Aviation Project Handbook
    - Guidebook for Airport Master Planning
    - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
    - FAA AC 70/7460-1, Obstruction Marking and Lighting
    - FAA AC 150/5300-13, Airport Design
    - FAA AC 150/5370-2, Operational Safety on Airports During Construction
    - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
  - b. Local Government Requirements**
    - Local Building Codes
    - Local Zoning Codes
  - c. Department Requirements**
    - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
    - Manual on Uniform Traffic Control Devices
    - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
    - Standard Specifications for Construction of General Aviation Airports
    - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
    - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
    - National Environmental Policy of 1969
    - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
    - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
  - b. Florida Requirements**
    - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
    - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
    - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
  - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
- 14. Operations and Maintenance.**
  - a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
    - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
    - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
    - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
  - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
- 15. Federal Funding Eligibility.**
  - a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
  - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
  - a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
  - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
  - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- 18. Airfield Access.**
  - a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
  
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

**EXHIBIT F**

**Contract Payment Requirements**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

## **Suwannee County Airport Executive Summary**

### Objective:

To approve the Public Transportation Grant Agreement #446665-4 (PTGA) with the Florida Department of Transportation for the Fuel Tank Inventory Monitoring System Upgrade to the Fuel Farm at the Suwannee County Airport, to approve the required resolution and to authorize staff to sign all related documents.

### Considerations:

This agreement will cover \$50,000.00 for this project.

This project is funded 100% by FDOT.

Budget Impact: Paid for with Federal and FDOT funds.

### Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to approve Public Transportation Grant Agreement #446665-4 with the Florida Department of Transportation for the Fuel Tank Inventory Monitoring System Upgrade to the Fuel Farm at the Suwannee County Airport, to approve the required resolution and to authorize staff to sign all related documents.

Respectfully submitted:

Date: April 16, 2024

Greg Scott  
County Administrator

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

**WHEREAS**, Suwannee County, Florida (“County”), and the State of Florida Department of Transportation (“FDOT”), have determined it to be in their mutual interests to facilitate the development of the herein described project at Live Oak, Suwannee County, Florida, to wit:

Fuel Tank Inventory Monitoring System Upgrade to the Fuel Farm at the Suwannee County Airport  
FDOT F.P. #446665-4

**WHEREAS**, the FDOT and the County have agreed to joint funding for the above project; the FDOT portion of which shall be the maximum of \$50,000.00 related to eligible project costs; and

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement (PTGA), which requires no Local Front End Funding by the County.

**NOW THEREFORE**, be it resolved, as follows:

1. The Board of County Commissioners of Suwannee County, Florida, confirms its desire to enter into the Public Transportation Grant Agreement, FDOT F.P. #446665-4, with the FDOT;
2. The Chairman, Travis Land or his designee, is herein authorized to execute this Resolution on behalf of the County; and
3. The Chairman, Board of County Commissioners of Suwannee County, Florida, Travis Land, or County Administrator, are herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced PTGA, future modifications, time extensions, and project scope changes with the FDOT.

**PASSED, ADOPTED, AND APPROVED**, on the \_\_\_\_ day of April , 2024.

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
TRAVIS LAND  
Chairman

ATTEST:

By: \_\_\_\_\_  
BARRY A. BAKER  
Clerk

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <u>446665-4-94-24</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u>	DDR	FLAIR Category: <u>088719</u>	
Contract Number: _____	Agency SAM/UEI Number: _____		Object Code: <u>751000</u>	
CFDA Number: <u>N/A</u>			Org. Code: <u>55022020228</u>	
CFDA Title: <u>N/A</u>			Vendor Number: <u>VF596000873055</u>	
CSFA Number: <u>55.004</u>				
CSFA Title: <u>Aviation Grant Program</u>				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Suwannee County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Fuel Tank Inventory Monitoring System Upgrade to the Fuel Farm at Suwannee County Airport. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding (Aviation or Transit)**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements

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- \*Exhibit G: Audit Requirements for Awards of State Financial Assistance  
 \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
 \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor  
 \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a.  If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the     day of    , or within     days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**9. Project Cost:**

- a. The estimated total cost of the Project is \$50,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$50,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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**Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i.  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii.  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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 "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
- ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Suwannee County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

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

Name: James M. Knight, P.E.

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

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_  
Angela Hensel

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Purchase & Install a Fuel Tank Inventory Monitoring System

**B. Project Location** (limits, city, county, map): Suwannee County Airport/Live Oak, FL/Suwannee

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Purchase & Install a Fuel Tank Inventory System - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, primary power and back-up power supplies, pavement marking, lighting and signage, upgrading the existing fuel tanks with the purchase and installation of a new Fuel farm inventory management system to automatically monitor fuel tank levels with a control module/workstation located in the FBO. including all materials, equipment, labor, and incidentals required to complete the upgrade to the fuel farm. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Purchase & Install a Fuel Tank Inventory Monitoring System

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446665-4-94-24	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$50,000.00
<b>Total Financial Assistance</b>							<b>\$50,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
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**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

\_\_\_\_\_  
 Department Grant Manager Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

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

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

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
    - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
    - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
    - Section 62-256.300, FAC, Open Burning, Prohibitions
    - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
  - c. Local Government Requirements**
    - Airport Zoning Ordinance
    - Local Comprehensive Plan
  - d. Department Requirements**
    - Eight Steps of Building a New Airport
    - Florida Airport Revenue Use Guide
    - Florida Aviation Project Handbook
    - Guidebook for Airport Master Planning
    - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
    - FAA AC 70/7460-1, Obstruction Marking and Lighting
    - FAA AC 150/5300-13, Airport Design
    - FAA AC 150/5370-2, Operational Safety on Airports During Construction
    - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
  - b. Local Government Requirements**
    - Local Building Codes
    - Local Zoning Codes
  - c. Department Requirements**
    - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
    - Manual on Uniform Traffic Control Devices
    - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
    - Standard Specifications for Construction of General Aviation Airports
    - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
    - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
    - National Environmental Policy of 1969
    - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
    - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
  - b. Florida Requirements**
    - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
    - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
    - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
  - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
- 14. Operations and Maintenance.**
- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
    - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
    - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
    - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
  - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
- 15. Federal Funding Eligibility.**
- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
  - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
  - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
  - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- 18. Airfield Access.**
- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
  
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

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**EXHIBIT F**

**Contract Payment Requirements**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$50,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## **Suwannee County Airport Executive Summary**

### Objective:

To approve the Public Transportation Grant Agreement #446665-5 (PTGA) with the Florida Department of Transportation for the Purchase of Airfield Equipment at the Suwannee County Airport, to approve the required resolution and to authorize staff to sign all related documents.

### Considerations:

This agreement will cover \$200,000.00 for this project.

This project is funded 100% by FDOT.

Budget Impact: Paid for with Federal and FDOT funds.

### Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to approve Public Transportation Grant Agreement #446665-4 with the Florida Department of Transportation for the Purchase of Airfield Equipment at the Suwannee County Airport, to approve the required resolution and to authorize staff to sign all related documents.

Respectfully submitted:

Date: April 16, 2024

Greg Scott  
County Administrator

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

**WHEREAS**, Suwannee County, Florida (“County”), and the State of Florida Department of Transportation (“FDOT”), have determined it to be in their mutual interests to facilitate the development of the herein described project at Live Oak, Suwannee County, Florida, to wit:

Purchase of Airfield Equipment at the Suwannee County Airport  
FDOT F.P. #446665-5

**WHEREAS**, the FDOT and the County have agreed to joint funding for the above project; the FDOT portion of which shall be the maximum of \$200,000.00 related to eligible project costs; and

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement (PTGA), which requires no Local Front End Funding by the County.

**NOW THEREFORE**, be it resolved, as follows:

1. The Board of County Commissioners of Suwannee County, Florida, confirms its desire to enter into the Public Transportation Grant Agreement, FDOT F.P. #446665-5, with the FDOT;
2. The Chairman, Travis Land or his designee, is herein authorized to execute this Resolution on behalf of the County; and
3. The Chairman, Board of County Commissioners of Suwannee County, Florida, Travis Land, or County Administrator, are herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced PTGA, future modifications, time extensions, and project scope changes with the FDOT.

**PASSED, ADOPTED, AND APPROVED**, on the \_\_\_\_ day of April , 2024.

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

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TRAVIS LAND  
Chairman

ATTEST:

By: \_\_\_\_\_  
BARRY A. BAKER  
Clerk

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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <b>446665-5-94-24</b>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u> Agency SAM/UEI Number: _____	DDR	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55022020228</u> Vendor Number: <u>VF596000873055</u>
Contract Number: _____			
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Suwannee County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Purchase of Airfield Equipment at Suwannee County Airport. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding (Aviation or Transit)**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements

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- \*Exhibit G: Audit Requirements for Awards of State Financial Assistance  
 \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
 \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor  
 \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a.  If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the     day of    , or within     days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**9. Project Cost:**

- a. The estimated total cost of the Project is \$200,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$200,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- Travel expenses are NOT eligible for reimbursement under this Agreement.
- Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

**f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

**g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

**h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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**Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i.  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii.  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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 "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
- ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Suwannee County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

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

Name: James M. Knight, P.E.

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

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_  
Angela Hensel

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Purchase Airfield Equipment

**B. Project Location** (limits, city, county, map): Suwannee County Airport/Live Oak, FL/Suwannee

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, purchase, delivery, testing, and commissioning of said equipment which will include the purchase of a tractor, mowers, land clearing attachments and a UTV with herbicide spray rig to allow Airport Maintenance staff to efficiently maintain airfield turf areas, drainage ditches and pond areas, and perimeter fence line. Site preparation (earthwork, electrical, mechanical, and utilities) is to be included in the cost of equipment purchase and delivery. It includes all materials, equipment, labor, and incidentals to purchase, install and commission a new piece of equipment. The Sponsor will comply with Aviation Program Assurances.

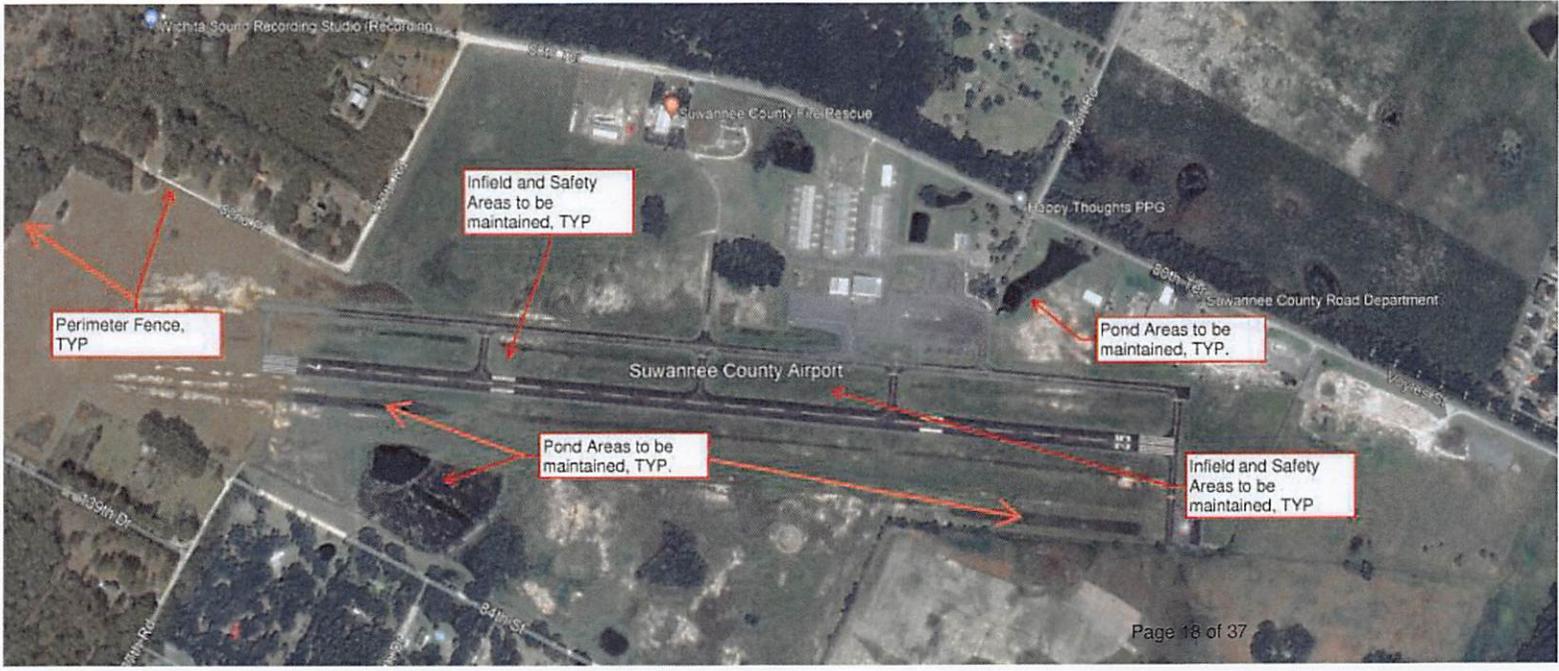
**D. Deliverable(s)**: Purchase Airfield Equipment

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446665-5-94-24	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$200,000.00
<b>Total Financial Assistance</b>							<b>\$200,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$200,000.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
--	--

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

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

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

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
  - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
  - Section 62-256.300, FAC, Open Burning, Prohibitions
  - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
  - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
  - Florida Airport Revenue Use Guide
  - Florida Aviation Project Handbook
  - Guidebook for Airport Master Planning
  - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
  - FAA AC 150/5300-13, Airport Design
  - FAA AC 150/5370-2, Operational Safety on Airports During Construction
  - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
  - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
  - Manual on Uniform Traffic Control Devices
  - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
  - Standard Specifications for Construction of General Aviation Airports
  - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - National Environmental Policy of 1969
  - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
  - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
  - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
  - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
  - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
- 14. Operations and Maintenance.**
- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
    - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
    - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
    - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
  - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
- 15. Federal Funding Eligibility.**
- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
  - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
  - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
  - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- 18. Airfield Access.**
- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
  
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

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**EXHIBIT F**

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$200,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## Mandy Frederickson

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**From:** Chris Volz <Chris.Volz@SuwanneeSheriff.com>  
**Sent:** Tuesday, April 9, 2024 9:34 AM  
**To:** Mandy Frederickson; Heather Henderson  
**Subject:** Re: Statewide Mutual Aid Agreement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mandy,

Here is the summary:

The Statewide Mutual Aid Agreement (SMAA) is being updated. This agreement is necessary to facilitate mutual aid for Suwannee County in the event of an activation, man made disaster, or natural disaster. The Florida Department of Emergency Management (FDEM) is requiring that all 67 counties execute a new agreement to incorporate the new language for mutual aid. This agreement will be incorporated into our County Emergency Management Plan (CEMP). This agreement is between each individual entity and the State of Florida and administered through Suwannee County Division of Emergency Management.

*LT. Chris Volz*  
*Director, Emergency Management*  
*Suwannee County Sheriff's Office*  
*617 Ontario Ave. SW*  
*Live Oak, FL. 32064*

*386-209-1415 CELL*  
*386-364-3755 OF*



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**From:** Mandy Frederickson <MandyF@SUWCOUNTYFL.GOV>  
**Sent:** Tuesday, April 9, 2024 9:29 AM  
**To:** Heather Henderson <heather.henderson@suwanneesherriff.com>  
**Cc:** Chris Volz <Chris.Volz@SuwanneeSheriff.com>  
**Subject:** RE: Statewide Mutual Aid Agreement

Hi Heather,

Received. Please create an executive summary for the agenda item.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elect additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

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

Clerk or Deputy Clerk

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

Chairman

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

Approved as to Form:

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

County Attorney

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of Change Order 1 for 80<sup>th</sup> Terrace and 139<sup>th</sup> Drive.

#### **Considerations:**

- Change order reflects modifications in plans to meet site conditions.
- Construction Contract amount is decreased by \$18,679.32 from original contract amount.
- FDOT approved Change Order 1

#### **Budget Impact:**

- No impact on budget. FDOT funds are paying for construction.

#### **Recommendation:**

- Staff recommend approval of Change Order 1.

Respectfully submitted,

Greg Scott,

County Administrator

# Change Order No. 1

Date of Issuance: March 25, 2024 Effective Date: \_\_\_\_\_

Project: 441326-1	Owner: Suwannee County Board of County Commissioners	Owner's Contract No.: 2023-17
Contract: 80 <sup>th</sup> and 139 <sup>th</sup> Paving Project		Date of Contract: 8/23/2023
Contractor: Music Construction		Engineer's Project No.: L211014SUW

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Revised plans and updating of quantities

---

Attachments: (List documents supporting change): Revised plans and quantities

---

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
----------------------------------	----------------------------------

Original Contract Price:  \$ <u>1,467,374.10</u>	Original Contract Times: <input type="checkbox"/> Working days    190 Calendar days Substantial completion (days or date): Ready for final payment (days or date):
--	--

Decrease from previously approved Change Orders No. _____  \$ _____	Increase from previously approved Change Orders  Substantial completion (days): Ready for final payment (days):
---	--

Contract Price prior to this Change Order:  \$ <u>1,467,374.10</u>	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
--	---

Increase of this Change Order:  \$ <u>(18,679.32)</u>	Increase of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
---	---

Contract Price incorporating this Change Order:  \$ <u>1,448,694.78</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):
---	--

RECOMMENDED: By: <u><i>[Signature]</i></u> Engineer (Authorized Signature) Date: <u>3/25/2024</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u><i>[Signature]</i></u> Contractor (Authorized Signature) Date: <u>3-26-24</u>
Approved by Funding Agency (if applicable): _____	Date: _____	

## Change Order 1 Construction Cost

80th and 139th in Suwannee County

New Road Construction dirt to paved

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101-1	Mobilization	1	LS	\$140,000.00	\$140,000.00
102-1	Maintenance of Traffic	1	LS	\$50,000.00	\$50,000.00
104-10-3	Sediment Barrier	2562	LF	\$3.00	\$7,686.00
110-1-1	Clearing and Grubbing	5.95	AC	\$1,700.00	\$10,115.00
110-7-1	Mail Boxes F&I	30	EA	\$220.00	\$6,600.00
120-1	Regular Excavation	4008.31	CY	\$6.00	\$24,049.88
120-4	Unsuitable Material	1000	CY	\$25.00	\$25,000.00
120-6	Embankment	4209.75	CY	\$12.00	\$50,517.00
160-4	Type B stabilization	26591	SY	\$6.00	\$159,546.00
285 704	Optional Base Group 4	1431	CY	\$40.00	\$57,240.00
285 706	Optional Base Group 6	17991	SY	\$15.00	\$269,865.00
286-1	Turnout Construction	421	SY	\$20.00	\$8,420.00
334-1-13	Superpave Asphaltic conc., Traffic Level C	2022.3	TN	\$185.00	\$374,125.50
430-174-118	Pipe Culvert Optional Material 18", Round	1200	LF	\$70.00	\$84,000.00
430-984-125	Mitered End Section, Optional, Round 18"	54	EA	\$1,500.00	\$81,000.00
430-175-118	Pipe Culvert Optional Material 18", Round CD	48	LF	\$100.00	\$4,800.00
430-982-125	Mitered End Section, Optional, Round 18" CD	2	EA	\$1,500.00	\$3,000.00
570-1-1	Performance Turf	23471	SY	\$0.40	\$9,388.40
570-1-2	Performance Turf, Sod	5369	SY	\$3.00	\$16,107.00
700-1-11	Single Post Sign	14	EA	\$600.00	\$8,400.00
700-1-60	Single Post Sign/Remove	11	EA	\$50.00	\$550.00
706-3	Retro-Reflective Pavement Markers	171	EA	\$10.00	\$1,710.00
710-90	Painted Pavement Markings, Final Surface	1	LS	\$12,000.00	\$12,000.00
711-15-101	Thermoplastic Pavement Markings Solid 6" White	2.622	GM	\$8,000.00	\$20,976.00
711-15-201	Thermoplastic Pavement Markings Solid 6" Yellow	2.634	GM	\$8,000.00	\$21,072.00
711-11-125	Thermoplastic Pavement Marking Solid 24" White	126.35	LF	\$20.00	\$2,527.00
<b>CHANGE ORDER 1 CONSTRUCTION COST</b>					<b>\$1,448,694.78</b>

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval to advertise a Request for Qualifications (RFQ) to provide Construction Engineering and Inspection (CEI) Professional Engineering Services for the Catalyst Watermain Extension.

#### **Considerations:**

- RFQ advertisement is required to meet grant requirements.

#### **Budget Impact:**

- No Impact. Grant funding will pay for CEI services.

**Recommendation:** Administration staff respectfully requests the Board of County Commissioners to authorize advertising for CEI for the Catalyst Watermain Extension.

Respectfully submitted,

Dated:

Greg Scott,  
County Administrator

# **SUWANNEE COUNTY**

## **Solid Waste Executive Summary**

### **Objective:**

Declare Air Burners as a sole source provider and authorize the purchase of a trench burner for the Solid Waste Department.

### **Considerations:**

Our trench burner is 17 years old, and we can no longer find replacement parts.

The unit is constantly breaking down and cannot be repaired properly.

The equipment model chosen includes a proprietary design that reduces pollution and effectively burns vegetative matter.

This equipment/ design is declared a sole source provider by GSA. (see attached letter)

### **Budget Impact:**

The unit cost is \$62,069 and will be divided between the Transfer Station & Collections, budgeted item.

### **Recommendation:**

Staff respectfully request that the Suwannee County Board of County Commissioners Declare Air Burners as a sole source provider and authorize the purchase of a trench burner for the Solid Waste Department.

Respectfully submitted,

Dated: April 16, 2024

Greg Scott,  
County Administrator



# AirBurners

**AIR BURNERS, INC.**  
4390 SW Cargo Way  
Palm City, FL 34990  
Phone 772-220-7303

## Invoice

DATE: 2-Apr-2024

Our Quotation Reference: T30042243  
Sales Person: Marty Gonzalez  
Email: mgonzalez@airburners.com

### Bill To:

Suwanee County  
10910 144th St  
Live Oak, FL 32060

Phone Dennis Rafferty 386-364-6612

Email [dennisr@suwcountyfl.gov](mailto:dennisr@suwcountyfl.gov)

### Ship To:

Suwanee County  
10910 144th St  
Live Oak, FL 32060

ITEM	DESCRIPTION	QTY	P/N	UNIT PRICE \$	AMOUNT \$
	<b>FOB POINT</b>		<b>SHIP DATE</b>	<b>SHIP VIA</b>	<b>PAYMENT TERMS</b>
	Palm City, FL 34990		2 Weeks	Common Carrier Truck	See Note 1
1	Air Burners 2024 Model T300 Trench Burner, trailer mounted, powered by HATZ 4H50TIC Diesel Engine (US EPA tier 4), 30 ft manifold; requires Earthen Trench	1	T300	\$ 60,868.00	\$ 60,868.00
					\$ -
				<b>Sub-Total</b>	<b>\$ 60,868.00</b>
	Florida County Tax Rate	7.00%	FL State Sales Tax	6.00%	\$ 3,652.08
			Discretionary Sales Surtax on First \$5,000	1.00%	\$ 50.00
				<b>Total Sales Tax</b>	<b>\$ 3,702.08</b>
			Estimated trucking charge	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 65,770.08</b>

**Note 1** Payment Terms: PO with order, 30 Days Net Government Terms.

**Note 2** The T300 will be shipped as standard load on a Common Carrier Truck. Unloading cost, if any, at destination is not included in Line Item 3 and is to the account of Buyer. Actual shipping charges will be calculated two weeks prior to

**Note 3** The prices stated in this Quotation are valid for 30 days.

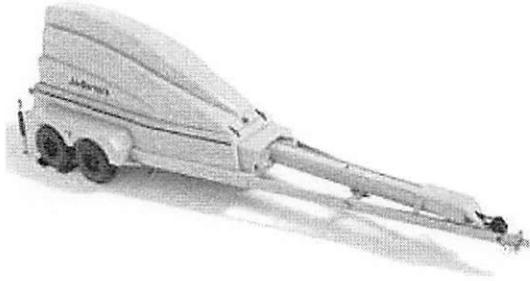
**Note 4** The published specifications for the T300 apply. Please, see [www.airburners.com](http://www.airburners.com).

**Note 5** Air Burners offers a two-day, on-site operator training and certification course for \$5,910 or online, virtual training is available for \$1,100.

**Thank you for the opportunity to be of service!**

Marty Gonzalez  
North America  
Account Manager

## TRENCH BURNER SPECIFICATIONS



A trailer mounted air curtain burner system that has been designed and engineered to provide over-the-road transportability, offering the operator the flexibility of reducing clean wood waste on-site as opposed to hauling the waste to a fixed processing or dumping location or chipping it at high cost and possibly hauling it as well.

Built for the high temperature burning of clean wood waste, such as forest slash, land-clearing debris, pallets, general green waste, storm debris, and other waste streams in compliance with the requirements of US EPA 40CFR60.

1	Power	Four-cylinder Turbo Diesel Engine 74.5 HP, HATZ Model 4H50TIC (Requires no DEF) or equivalent engine; Emissions certified US EPA Tier 4 FINAL; Engine mounted PTO (Power take-off) with multi-belt drive	
2	Instrument Panel	MBW electronic engine control with preset throttle settings: key switch, tachometer, hour meter, fuel gauge, oil pressure and water temperature and safety shutdown feature	
3	Safety Systems	Engine over temperature shut down; Loss of cooling fluid shutdown; Loss of oil pressure shutdown	
4	Air Supply	Custom heavy duty air fan	
5	Carrier Pipe	The Carrier Pipe protects the trailer from fire damage by providing a "set-back" between the trailer and the burn trench; 20' (≈ 6m) long carrier pipe, fully assembled, easily extends and retracts from trailer	
6	Manifold Dimensions	Manifold Length: 30' (9m)	
7	Average Through-put	8-10 Tons per Hour (Average – See Note)	
8	Fuel Consumption	Approximately 2.4 gal/hr. (9 L/hr.) Ultra-low sulfur (ULSD) Diesel fuel	
9	Weight	6,585 lbs. (2,986 kg); Tongue Weight: 750 lbs. (340 kg)	
10	Miscellaneous	45 gallon (170L) minimum fuel tank capacity Manual winch to assist with retraction of manifold assembly; Exterior color: standard industrial yellow	
11	Transportation	Fully welded steel trailer, dual torsion spring axles with electric brakes on both; Full trailer lighting; 7-way RV blade connector; Hitch: 2 <sup>5</sup> / <sub>16</sub> inch ball (Pintle Hitch optional)	
12	Dimensions	Length	27' 5"      8.4 m
		Width	8' 2"      2.5 m
		Height	7' 4"      2.24 m

**Note:**

Achievable through-put depends on several variables, especially the nature of the waste material, the burn chamber temperature and the loading rate. All weights and dimensions are approximate and metric conversions are rounded.

Specifications are subject to change without notice.

*The Trench Burner is offered as "Non-self-propelled Agricultural/Forestry/Construction Mobile Machinery" for only incidental On-Road use.*

**AIR BURNERS, INC.**

4390 SW Cargo Way • Palm City, FL 34990

Phone 772-220-7303

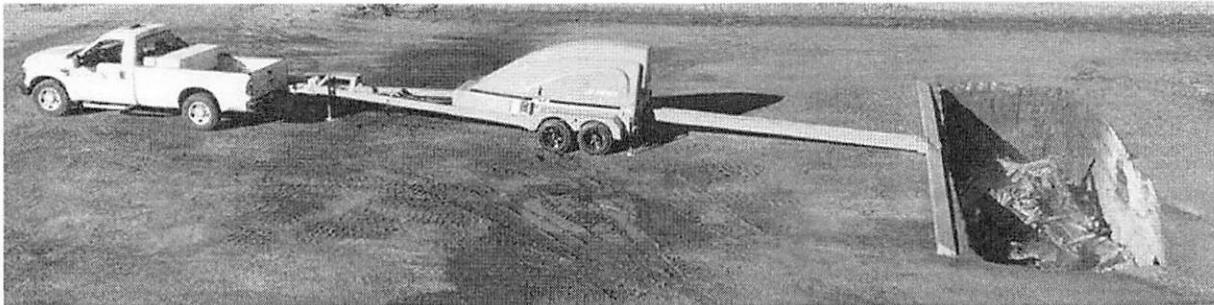
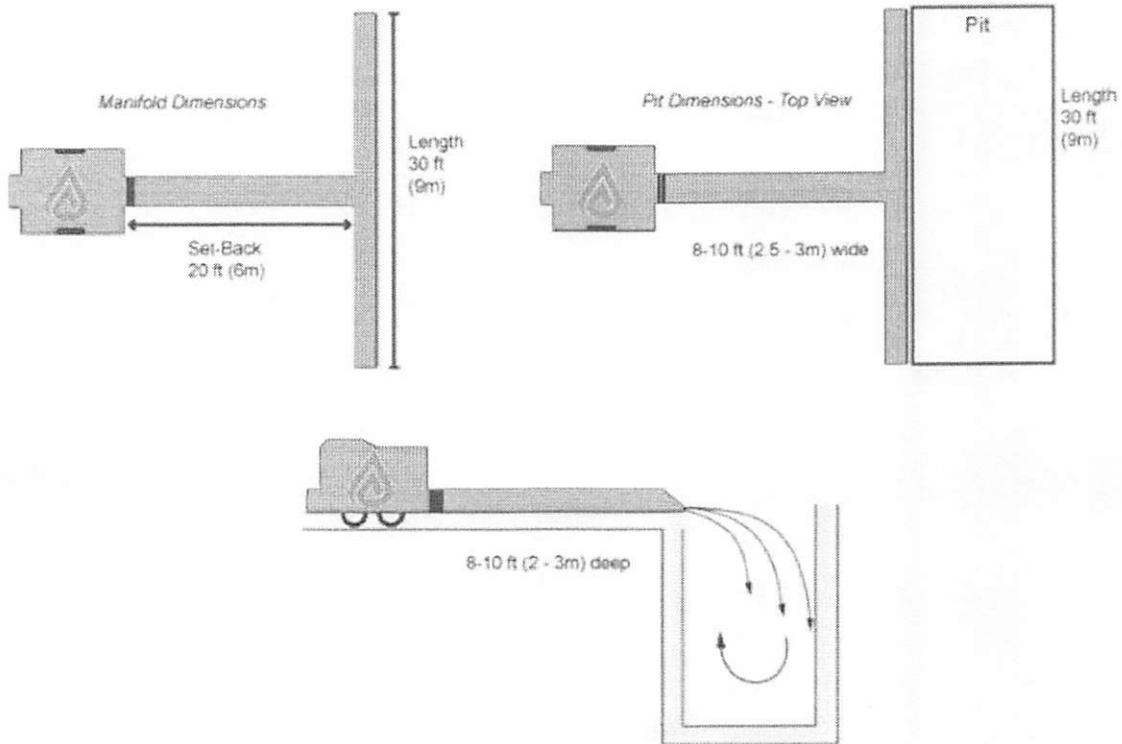
E-mail: [info@airburners.com](mailto:info@airburners.com) • [www.AirBurners.com](http://www.AirBurners.com)

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Rev. 05.18.2022

**TRENCH BURNER SPECIFICATIONS**

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**Note:**

Achievable through-put depends on several variables, especially the nature of the waste material, the burn chamber temperature and the loading rate. All weights and dimensions are approximate and metric conversions are rounded.

Specifications are subject to change without notice.

*The Trench Burner is offered as "Non-self-propelled Agricultural/Forestry/Construction Mobile Machinery" for only incidental On-Road use.*

**AIR BURNERS, INC.**

4390 SW Cargo Way • Palm City, FL 34990

Phone 772-220-7303

E-mail: [info@airburners.com](mailto:info@airburners.com) • [www.AirBurners.com](http://www.AirBurners.com)

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Rev. 05.18.2022



**AIR BURNERS, INC.**  
4390 SW Cargo Way  
Palm City, FL 34990  
772-220-7303  
Fax 772-220-7302  
E Mail: [info@airburners.com](mailto:info@airburners.com)

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

December 20, 2022

**SUBJECT:** Sole Source Justification Letter for Purchase of Air Curtain Burner Systems Manufactured by Air Burners, Inc. in the USA by Government Agencies.

To Whom It May Concern:

Air Burners has been in business for many years, and one of our Company's strengths is the design and manufacture of quality products, some of which have been developed with unique applications in mind based on a particular need, such as our above ground FireBox systems whose unique characteristics are in virtue of the proprietary manifold design that they are effective pollution control devices. This fundamental design goal is reached by our Company's engineering know-how to perfectly balance air velocity and mass flow of the air curtain. That results not only in a wood waste combustion process where the pollution is controlled, but also one that is accelerated by directing the perfect amount of oxygen into the fire thereby enhancing throughput and overall efficiency of the system. The FireBox will burn around 1,000 degrees Celsius when burning vegetative waste.

The Roll-off Firebox and the BurnBoss, a trailer-mounted FireBox (air curtain burner) built for use in forestry, agriculture and at landfills and our PGFireBox generating electric power from the waste combustion process are examples of our Company's ability to meet specific industry needs. There is no other comparable equipment on the market that can be employed to perform the tasks that our machines can, taken into account design features, quality, cost, functionality, longevity and environmental friendliness. The S-Series machines, the PGFireBox and the BurnBoss are only manufactured by our company in Florida/USA and they are only available from us and are always shipped fully assembled. If desired, we also offer onsite operator training and certification by our factory field engineers.

The uniqueness and single-source posture of the products designed and manufactured by Air Burners, Inc. is supported by the fact that

- (a) The US Government Environmental Protection Agency (US-EPA) based on its initiative had entered into a Cooperative Research and Development Agreement with Air Burners ("CRADA") to leverage each, Air Burners' and the Government's resources on expanded applications of Air Burners systems and technologies through research and development (R&D) for the mutual benefit of both parties and
- (b) Certain of our product designs are protected by one or more US Patents, for example, the Roll-off FireBox is protected by US Patent US7895956 – "Roll-off firebox apparatus", and
- (c) Our equipment has been purchased without competitive bidding on "sole-source basis" established on the following justification referencing only US Federal Government Contracts and contract from other government agencies in the US that were awarded to our company:

1. The US Government had previously determined that all our machines were sole source items and so included them for ten years our former GSA (Government Blanket) Contract.
2. The US Department of Defense (DOT) has purchased many dozens of our machine, the most recent several units by the US Air Force, US Marine Corps and the US Navy.
3. Los Alamos National Laboratory (Department of Energy - DOE) purchased several machines on sole source basis.
4. The US Department of Homeland Security (DHS) funded more than a half dozen machines, primarily for bio-terrorism contingencies.
5. The Department of Indian Affairs (DIA) purchased several machines on sole source basis.
6. The US Agricultural Department (USDA) purchased a number of machines on sole source basis.
7. The US National Park Service (NPS) most recently purchased a machine in 2013 on sole source basis.
8. USDA APHIS (Animal and Plant Health) purchased a model S-119 for placement in Hawaii on sole source basis.
9. State of California, 10 FireBoxes for Cal Fire.

Please, let us know, should you require further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Schmitt". The signature is fluid and cursive, with a large initial "M" and a stylized "S".

Michael Schmitt  
Sales Manager

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

To award RFP 2024-06 Front Load Garbage Trucks to single respondent, RDK Truck Sales.

#### **Consideration**

Solicitations were opened on April 2<sup>nd</sup>, 2024.

Respondent was reviewed for all appropriate documents.

Please see the following amounts in the tabulation page and price sheet.

Single unit price for 13-month lease: \$107,302.00

Price for three units for 13-month lease: \$321,906.00

Purchase price per unit: \$384,104.00

Purchase price for three units: \$1,152,312.00

#### **Budget Impact**

The current budget includes the lease amount of the three units.

#### **Recommendation:**

Staff respectfully requests the Suwannee County Board of County Commissioners to award for three front load garbage trucks with RDK Truck Sales for RFP 2024-06 Front Load Garbage Trucks.

Respectfully submitted,

Dated: April 16, 2024

Greg Scott,  
County Administrator



## Administration Services

13150 80<sup>th</sup> Terrace Live Oak, FL 32060  
Greg Scott, County Administrator

**Tabulation RFP No. 2024-06**  
**Front Load Garbage Trucks**  
**Suwannee County, FL**

<b>Respondent Name</b>	<b>Location</b>	<b>Base Bid</b>
RDK Truck Sales	Tampa, FL	\$107,302.00

Successful Preparer to supply a rental front loader unit in the event that a leased or purchased front loader is out of service due to a warranty issue. The rental fee shall not exceed \$1.00 (One US Dollar).

Comply Yes/No Yes on leased vehicles only

Successful Preparer shall be responsible to take possession of the trucks after the first 12 months and assume responsibility of the lease balance or exercise a repurchase option.

Comply Yes/No yes

Item Bid: Chassis Make, Model, Year Battle Let 2 2024

Body Make, Model Year Pac-Tech Ultimate 2024

Annual lease payment per unit, \$ 13 months (\$167,302.00) 24 months (\$195,000.00)

Total Annual Payment, 3 units, \$ 13 months (\$321,906.00) 24 months (\$585,000.00)

Purchase price per unit, \$ 384,104.00

Total purchase price, 3 units, \$ 1,152,312.00

# SUWANNEE COUNTY

## Planning & Zoning

Executive Summary SP-24-04-01

Objective: Request is for approval of 10 poultry houses as part of an intensive Agriculture Special Permit.

Considerations: The property owners currently operate an existing poultry farm on the adjoining property. They have purchased the adjoining 52 acres for an expansion of that farm. The existing land use pattern is mixed residential and existing agriculture.

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR  
ZONING SPECIAL PERMIT

Name of Title Holder(s): Gabriel La Rosa and Ana L. Fernandez Fernandez

Address: 10404 State Road 51 City, State, Zip: Live Oak, FL 32060

Phone Number: 386-209-2305 Home #: 386-362-5341

Agent's Name & Address (if applicable): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please provide the following information:

1. Legal Description: See attached.

\_\_\_\_\_  
Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: Head south on State Road 51, make a left turn on 137<sup>th</sup> Road, then make a left at approx. 980 ft.

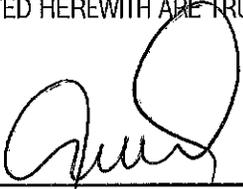
3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: Proposed use is to build 10 Boilers (chicken) houses, that measure 43'W x 510'L. There will be no employees, it will be a family run business. Daily traffic depends on Pilgrim's Pride company.

4. Has a zoning application been applied for on the subject property in the past? No. If so, please provide the Application No.: \_\_\_\_\_

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: 14.6.1 Intensive Agriculture

IF REPRESENTED BY AN AGENT, A LETTER OF CONSENT FROM THE TITLE HOLDER(S) MUST BE ATTACHED.

HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS AND ALL INFORMATION PROVIDED IN ANY PAPERS OR PLANS SUBMITTED HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  4-1-24  
Signature of Title Holder(s) Date

FOR OFFICE USE ONLY

Zoning District: \_\_\_\_\_ Land Use Plan Map Category: \_\_\_\_\_

Date Filed: \_\_\_\_\_ Special Permit Request No. \_\_\_\_\_

Fee amount: \$650 \_\_\_\_\_

Date hearing held: \_\_\_\_\_

Action by Board: \_\_\_\_\_

(Granted, Denied, etc.)

Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Planning & Zoning Director  
Suwannee County, Florida

\_\_\_\_\_  
Date

2. Findings. Before any special permit shall be granted, the Board of County Commissioner shall make a specific finding that it is empowered under these land development regulations to grant the special permit described in the application, and that the granting of the special permit would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or the general welfare. Before any special permit shall be granted, the Board of County Commissioners shall further make a determination that the specific rules governing the individual special permits, if any, have been met by the applicant and that, further, satisfactory provision and arrangement has been made concerning the following matters, where applicable:

- a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- b. Offstreet parking and loading areas, where required, with particular attention to the items in (a) above economic, noise, glare, or odor effects of the special permit on adjoining properties generally in the district.
- c. Refuse and service areas, with particular reference to the items in (a) and (b) above.
- d. Utilities, with reference to locations, availability, and compatibility.
- e. Screening and buffering with reference to type, dimensions, and character.
- f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- g. Required yards and other open space.
- h. Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:
  - (1) Conformity with the County's Comprehensive Plan and the effects upon the County's Comprehensive Plan;
  - (2) The existing land use pattern;
  - (3) The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets;
  - (4) Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood;
  - (5) The impact of the proposed use upon living conditions in the neighborhood;

- (6) The impact of the proposed use upon traffic congestion or other
  - (7) The impact of the proposed use upon drainage;
  - (8) The impact of the proposed use upon light and air to adjacent areas;
  - (9) The impact of the proposed use upon property values in the adjacent area;
  - (10) The impact of the proposed use upon the improvement or redevelopment of adjacent property in accordance with existing regulations; and
  - (11) The impact of the proposed use with regard to the scale of needs of the neighborhood or the County.
3. Limitations on subsequent written petition for a special permit. No written petition by an owner of real property for a special permit for a particular parcel of property, or part thereof, shall be filed with the Land Development Regulation Administrator until the expiration of twelve (12) calendar months from the date of denial of a written application for a special permit for such property, or part thereof, unless the Board of County Commissioners specifically waives said waiting period based upon a consideration of the following factors.
- a. The new written application constitutes a proposed special permit different from the one (1) proposed in the denied written application.
  - b. Failure to waive said twelve (12) month waiting period constitutes a hardship to the applicant resulting from mistake, inadvertence, or newly discovered matters of consideration.

**PREPARED BY AND RETURN TO:**

Name: Emilia Swanson, of  
DREAMS ABSTRACT AND TITLE SERVICES  
LLC  
Address: 501 East Howard Street  
Live Oak, FL 32064

File No: 21-HON-FER-120  
Parcel No.: 04-03S-13E-08461-004000

Barry A. Baker Clerk, Suwannee County  
Clerk of the Circuit Court  
File#2021246042 OR:2316 PG: 9 Page/s: 1 of 2 QD  
Rec:12/1/2021 11:56 AM Doc. D \$0.70

(Space Above This Line For Recording Data)

### Quit Claim Deed

THIS QUIT-CLAIM DEED is made as of this 17<sup>th</sup> day of November, 2021, by Gabriel La Rosa, an unmarried man and Ana Lidia Fernandez Fernandez, an unmarried woman ("Grantor"), whose post office address is 10404 SR 51, Live Oak, FL 32060, given to second party, Gabriel La Rosa and Ana Lidia Fernandez Fernandez, a married couple, whose post office address is 10404 SR 51, Live Oak, FL 32060 ("Grantee").

#### WITNESSETH:

For good and valuable consideration to Grantor, the receipt whereof is hereby acknowledged, Grantor does hereby quit-claim, grant, bargain, sell, alien, remise, release and convey unto Grantee, its successors and assigns all of Grantor's right, title and interest in and to that certain property interest (the "Property") in Suwannee County, Florida, as more particularly described as follows:

**A Parcel of land in the Northwest Quarter of Section 4, Township 3 South, Range 13 East, Suwannee County, Florida, being more particularly described as follows: For a Point of Reference, commence at the Northwest corner of Section 4, Township 3 South, Range 13 East, thence South 0 degrees 47 minutes 47 seconds East along the West line of said section a distance of 980 feet to the Point of Beginning, thence North 88 degrees 41 minutes 44 seconds East a distance of 1333.67 feet, thence North 0 degrees 47 minutes 06 seconds West along the West line of the Northeast Quarter of the Northwest Quarter of said Section a distance of 980 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said section, thence North 88 degrees 41 minutes 44 seconds East a distance of 1333.86 feet to the Northeast corner of the Northwest Quarter of said section, thence South 0 degrees 46 minutes 25 seconds East along the East line of the Northwest Quarter of said section a distance of 1351.51 feet, thence South 89 degrees 04 minutes 18 seconds West a distance of 2667.09 feet to the West line of said section, thence North 0 degrees 47 minutes 47 seconds West a distance of 354 feet to close on the Point of Beginning.**

SUBJECT to taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

**\*\*SIGNATURE PAGE TO FOLLOW\*\***

IN WITNESS WHEREOF, the Grantor has caused this Quit-Claim Deed to be executed and delivered the day and year first above written.

Signed, sealed and delivered  
in the presence of:

[Signature]  
WITNESS  
PRINT NAME: Harold H Brown

By: [Signature]  
Gabriel La Rosa

[Signature]  
WITNESS  
PRINT NAME: Jennifer Wisenbaker

By: [Signature]  
Ana Lidia Fernandez Fernandez

STATE OF FLORIDA  
COUNTY OF SUWANNEE

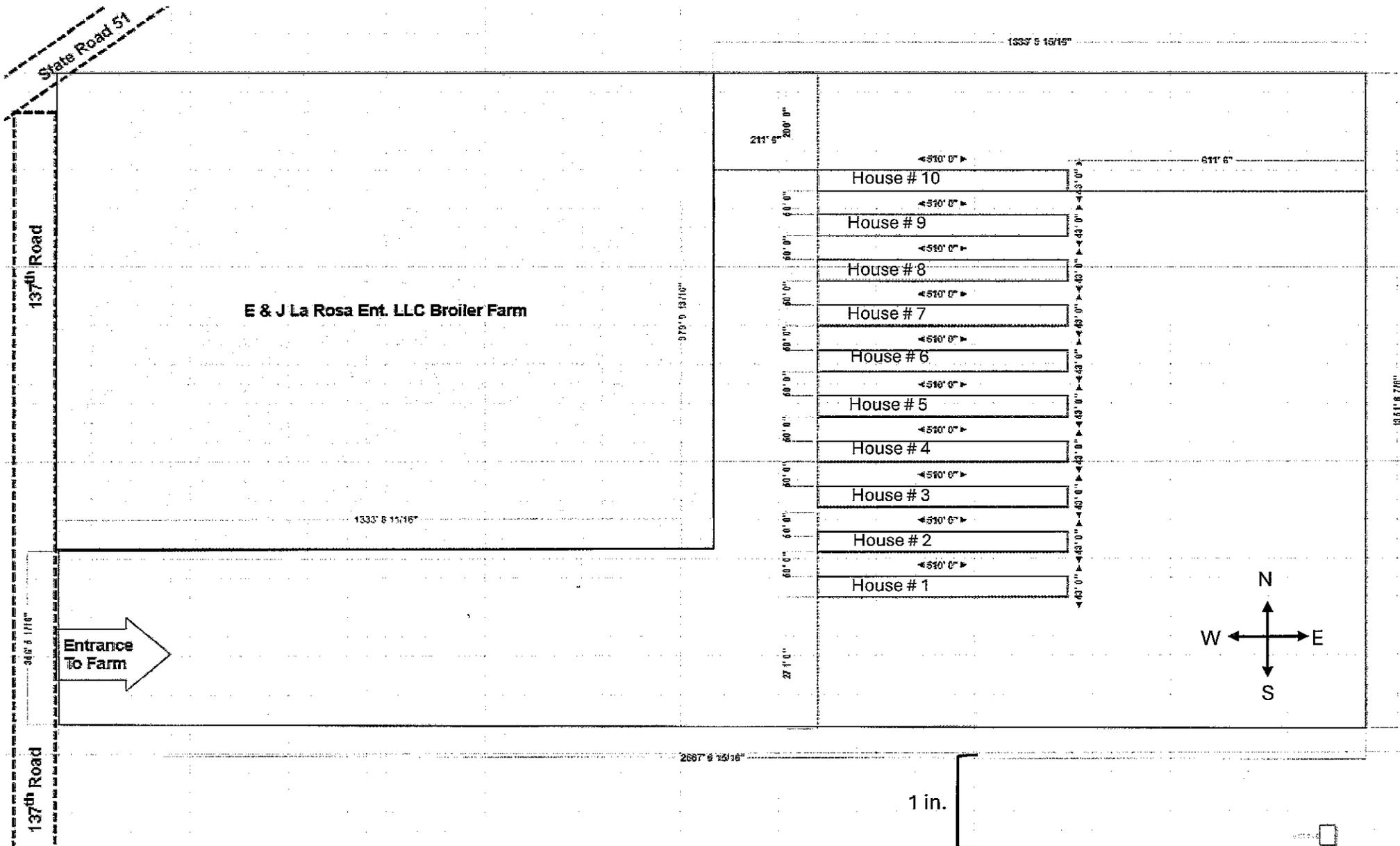
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17<sup>th</sup> day of November, 2021, by Gabriel La Rosa and Ana Lidia Fernandez Fernandez.

[Signature]  
Signature of Notary Public  
Print, Type/Stamp Name of Notary



Personally Known: \_\_\_\_\_ OR Produced Identification: \_\_\_\_\_  
Type of Identification  
Produced: FLDL

Site Plan:



**LEGEND:**

- 1 in. square = 200 feet

1"=400'  
SCALE PAN BOX FULL INFO MOVER DIST SAVE PRINT



[Parcel Details](#) (click for more...)  
04-03S-13E-08461-004000 (3890)  
**LA ROSA GABRIEL & ANA LIDIA FERNANDEZ**  
04/03S/13E (NON-AG ACREAGE) | 52.22 AC | Exmpt:  
Txbl:\$217,993.00 Sale:10/27/2021 - \$170,000 - V/Q

SUWANNEE COUNTY  
RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT AS AUTHORIZED UNDER SECTION 14.6.1.1 OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT TO ALLOW POULTRY HOUSES, AS INTENSIVE AGRICULTURE ON PROPERTY ZONED AGRICULTURE-1 ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, entitled Suwannee County Land Development Regulations and hereinafter referred to as County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida hereinafter referred to as the Board of County Commissioners, to approve, approve with conditions or deny special permits, as authorized under Section 14.6.1.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit Request No. SP-24-04-01, for a special permit to construct Ten poultry houses has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.6.1.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition on property zoned A-1; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Suwannee County Planning & Zoning Board of Adjustment approved a Variance for the side yard setback on March 28, 2024; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district

- c) The petitioner has proposed refuse and service areas, with particular reference to the items
- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility.
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district
- g) The petitioner has proposed yards and other open space which meet s the minimum requirements for yards and other open space

WHEREAS, the Board of County Commissioners has determined and found that the special permit is generally compatible with adjacent properties, other property in the district, and natural resources, and

- WHEREAS, the Board of County Commissioners has determined and found that
- a) The proposed use would be in conformance with the County's Comprehensive Plan;
  - b) The proposed use is compatible with the established land use pattern;
  - c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets
  - d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood
  - e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
  - f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety
  - g) The proposed use will not create a drainage problem
  - h) The proposed use will not seriously reduce light and air to adjacent areas
  - i) The proposed use will not affect property values in the area
  - j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations
  - k) The proposed use is not out of scale with the needs of the neighborhood or the community

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by Gabriel LaRosa and Ana Fernandez to build Ten poultry house on property zoned A-1 on certain lands within the County as described as follows:

LEG 52.22 ACRES FOR PT OF REF COMM AT THE NW COR OF SECTION 4 THENCE S 0 DEG 47'47 E ALONG THE W LINE OF SAID SEC A DISTANCE OF

980 FT TO POB THENCE N 88 DEG 41'44 E A DISTANCE OF 1333.67 FT TEHNCE N 0 DEG 47'06 W ALONG THE W LINE OF THE NE1/4 OF NW1/4 OF SAID SECTION A DISTANCE OF 980 FT TO THE NW COR OF NE1/4 OF NW1/4 OF SAID SECTION THENCE N 88 DEG 41'44 E A DISTANCE OF 1333.86 FT TO THE NE COR OF NW1/4 OF SAID SECTION THENCE S 0 DEG 46'25 E ALONG THE E LINE OF THE NW1/4 OF SAID SECTION A DISTANCE OF 1351.51 FT THENCE S 89 DEG 04'18 W A DISTANCE OF 2667.09 FT TO THE W LINE OF SAID SECTION THENCE N 0 DEG 47'47 W A DISTANCE OF 354 FT TO CLOSE ON THE POB in Section 04 Township 03 South Range 13 East Suwannee County, Florida.

The Board of County Commissioners approves a special permit for four additional poultry houses for said property, subject to the conditions if any listed on Attachment 1.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the board of County Commissioners.

DULY ADOPTED in session this 16th day of April 2024

BOARD OF COUNTY COMMISSIONERS OF  
SUWANNEE COUNTY, FLORIDA

By \_\_\_\_\_  
Travis Land, Chairman

ATTEST:

\_\_\_\_\_  
Barry Baker, Clerk

DENIAL OF DEVELOPMENT PERMIT

Application Number: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

The Board of County Commissioners of Suwannee County, Florida (the "Board") sat as a quasi-judicial board to consider the above referenced development permit. The Board notes that the hearing was properly noticed and open to the public.

During the hearing, the Board received evidence in support and in opposition of the permit. After thorough consideration of the evidence presented, the decision of the Board was to DENY the permit. As grounds for denial, the Board finds:

1) As its legal basis for denying the application, the Board cites

\_\_\_\_\_

2) The competent and substantial evidence which supports the Board's denial was

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Based upon the foregoing, the application was DENIED in open session.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Hon. Barry Baker  
Clerk of Court

\_\_\_\_\_  
Chairman  
Suwannee County  
Board of County Commissioners

Confirmation of Receipt of Denial of  
Development Permit on date indicated

A copy of this Denial of Development Permit was sent to the Applicant this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Court

**LAND USE HEARING**

**APRIL 16 5:35 PM**

**218 PARSHLEY**

**JUDICIAL ANNEX**

# SUWANNEE COUNTY

## Planning & Zoning

Executive Summary SP-24-04-02

Objective: Request is for approval of 8 poultry houses as part of an intensive Agriculture Special Permit.

Considerations: The property is currently pasture land. This is not an existing poultry farm. Current land use is mixed with agriculture and residential.

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR  
ZONING SPECIAL PERMIT

Name of Title Holder(s): INALVIS HERNANDEZ  
Address: 16760 40th PATH City, State, Zip: WVE OAK, FL 32060  
Phone Number: 786 3336591  
Agent's Name & Address (if applicable): N/A  
Phone Number: \_\_\_\_\_

Please provide the following information:

1. Legal Description: LEG 20.01 ACRES FOR PT OF REF COM AT THE NW COR  
OF SAID SECTION THENCE RUN S 00, LEG 20.01 ACRES FOR POB COM  
AT THE NW COR OF SAID SECTION RUN N 88 DEG 48' 52" E, LEG 22.86  
ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION RUN S  
00 DEG 34 Attach separate sheet if necessary.

2. Driving Directions to Subject Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: 8 DROILER HOUSE  
43 X 510 (PILGRIM'S)

4. Has a zoning application been applied for on the subject property in the past? NO. If so, please provide the Application No.: \_\_\_\_\_

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: 14.6.1 Intensive Agriculture

IF REPRESENTED BY AN AGENT, A LETTER OF CONSENT FROM THE TITLE HOLDER(S) MUST BE ATTACHED.

2. Findings. Before any special permit shall be granted, the Board of County Commissioner shall make a specific finding that it is empowered under these land development regulations to grant the special permit described in the application, and that the granting of the special permit would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or the general welfare. Before any special permit shall be granted, the Board of County Commissioners shall further make a determination that the specific rules governing the individual special permits, if any, have been met by the applicant and that, further, satisfactory provision and arrangement has been made concerning the following matters, where applicable:

- a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- b. Offstreet parking and loading areas, where required, with particular attention to the items in (a) above economic, noise, glare, or odor effects of the special permit on adjoining properties generally in the district.
- c. Refuse and service areas, with particular reference to the items in (a) and (b) above.
- d. Utilities, with reference to locations, availability, and compatibility.
- e. Screening and buffering with reference to type, dimensions, and character.
- f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- g. Required yards and other open space.
- h. Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:
  - (1) Conformity with the County's Comprehensive Plan and the effects upon the County's Comprehensive Plan;
  - (2) The existing land use pattern;
  - (3) The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets;
  - (4) Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood;
  - (5) The impact of the proposed use upon living conditions in the neighborhood;

- (6) The impact of the proposed use upon traffic congestion or other
  - (7) The impact of the proposed use upon drainage;
  - (8) The impact of the proposed use upon light and air to adjacent areas;
  - (9) The impact of the proposed use upon property values in the adjacent area;
  - (10) The impact of the proposed use upon the improvement or redevelopment of adjacent property in accordance with existing regulations; and
  - (11) The impact of the proposed use with regard to the scale of needs of the neighborhood or the County.
3. Limitations on subsequent written petition for a special permit. No written petition by an owner of real property for a special permit for a particular parcel of property, or part thereof, shall be filed with the Land Development Regulation Administrator until the expiration of twelve (12) calendar months from the date of denial of a written application for a special permit for such property, or part thereof, unless the Board of County Commissioners specifically waives said waiting period based upon a consideration of the following factors.
- a. The new written application constitutes a proposed special permit different from the one (1) proposed in the denied written application.
  - b. Failure to waive said twelve (12) month waiting period constitutes a hardship to the applicant resulting from mistake, inadvertence, or newly discovered matters of consideration.

Russell & Vickie DePratter  
11214 129<sup>th</sup> Road  
Live Oak, FL 32060

March 7, 2024

To Whom It May Concern:

This letter is being provided in support of David and Inalvis Hernandez and their desire to construct eight (8) poultry houses on their property located at 16760 40<sup>th</sup> Path, Live Oak, FL 32060.

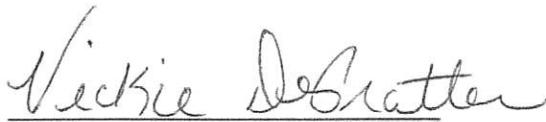
We hold the lien on the property identified. It is our representation that we approve of the construction of the poultry houses on this property.

Please contact us in the event additional information is needed.

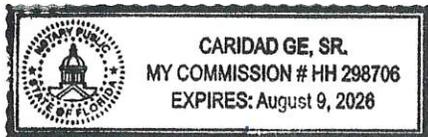
Sincerely,



Russell DePratter



Vickie DePratter



*Approved 03/10/2024*

**Suwannee County Property Appraiser**

Ricky Gamble, CFA

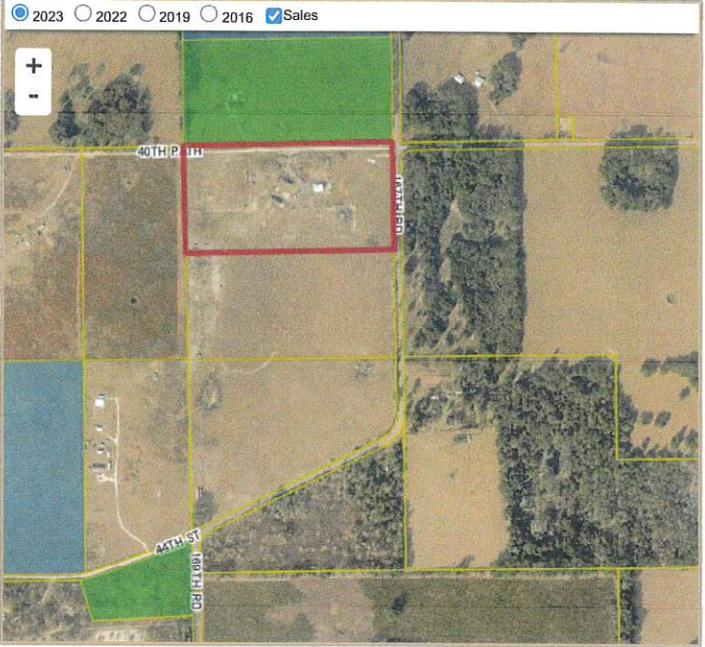
**2024 Working Values**  
updated: 3/14/2024

Parcel: << 26-01S-12E-09699-000010 (38208) >>

**Owner & Property Info**

Owner	HERNANDEZ INALVIS 16760 40TH PATH LIVE OAK, FL 32060		
Site	16760 40TH PATH, LIVE OAK		
Description*	LEG 20.01 ACRES FOR POB COM AT THE NW COR OF SAID SECTION RUN N 88 DEG 48'52 E ALONG THE N LINE OF SAID SECTION A DISTANCE OF 1293.45 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE OF 672.37 FT THENCE RUN S ...more>>>		
Area	20.01 AC	S/T/R	26-01S-12E
Use Code**	NON-AG ACREAGE (9900)	Tax District	CO
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction. **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.			

Aerial Viewer Google Maps



**Property & Assessment Values**

2023 Certified Values		2024 Working Values	
Mkt Land	\$110,055	Mkt Land	\$113,556
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$40,597	XFOB	\$40,597
Just	\$150,652	Just	\$154,153
Class	\$0	Class	\$0
Appraised	\$150,652	Appraised	\$154,153
Assessed	\$150,652	Assessed	\$154,153
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$98,096 other:\$98,096 school:\$150,652	Total Taxable	county:\$107,906 other:\$107,906 school:\$154,153

**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
3/3/2020	\$100	2175/0301	AF	V	U	11
12/10/2019	\$100,000	2163/0260	AF	V	U	21
9/9/2019	\$1,075,000	2139/0079	WD	V	Q	05 (Multi-Parcel Sale) - show

**Building Characteristics**

Bldg Sketch	Description*	Year Blt	Htd Base SF	Actual SF	Bldg Value
NONE					

**Extra Features & Out Buildings**

Code	Desc	Year Blt	Value	Units	Dims
1613	SEPTIC	2020	\$870.00	1.00	x
1615	WELL	2020	\$1,800.00	1.00	x
1618	PWR/POLE	2020	\$300.00	1.00	x
1684	METAL BLDG	2020	\$36,000.00	2400.00	60 x 40
1666	CONCRETE	2020	\$168.00	400.00	20 x 20
1625	BRD FENCE	2020	\$255.00	144.00	x
1666	CONCRETE	2020	\$34.00	80.00	2 x 40
1613	SEPTIC	2021	\$870.00	1.00	x
1618	PWR/POLE	2021	\$300.00	1.00	x

**Land Breakdown**

Code	Desc	Units	Adjustments	Eff Rate	Land Value
0000	0000 (MKT)	20.010 AC	1.0000/1.0000 1.0000/1	\$5,675 /AC	\$113,556

© Suwannee County Property Appraiser | Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This website was last updated: 3/14/2024 and may not reflect the data currently on file at our office.

#01

Prepared By and Return To:  
RUSSELL S DEPRATTER  
VICKIE MUSIC DEPRATTER  
11214 129<sup>TH</sup> Road  
Live Oak, FL 32060

### AGREEMENT FOR DEED

This AGREEMENT FOR DEED, made this 10th day of December, A.D. 2019 between RUSSELL S. DEPRATTER AND VICKIE MUSIC DEPRATTER, whose mailing address is 11214 129<sup>TH</sup> Road, Live Oak, FL 32060, hereinafter referred to as "Seller", and INALVIS HERNANDEZ, whose mailing address is 20373 NW 47<sup>th</sup> Ave, Miami Gardens, FL 33055-1237, hereinafter referred to as "Purchaser".

References herein to the Purchaser and any pronouns relative thereto shall include the masculine, feminine, and neuter gender and the singular and plural number, wherever the context requires.

*WITNESSETH*, that if the Purchaser, (who hereby agrees to Purchase from the Seller) shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby agrees to sell to the purchaser, covenants and agrees to convey and assure to said Purchaser, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the following described property, situated in the County of Suwannee, State of Florida, known and described as follows, to wit:

Parcel is more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "property"). This AGREEMENT FOR DEED (also commonly known as Contract for Deed) hereinafter referred to as "AGREEMENT" (synonymous with contract) given subject to utility, reservations and road easements of record and easements found on Exhibit "A" attached.

The agreed upon price and terms are as follows:

1. Purchase Price	<u>\$99,995.00</u>
2. Cash Down Payment (The annual percentage rate does not take into account your cash down payment)	<u>\$9,995.00</u>
3. Amount Financed (The amount of credit provided to you on your behalf)	<u>\$90,000.00</u>
4. FINANCE CHARGE (The dollar amount the credit will cost you if only stated monthly payments are made)	<u>\$110,429.91</u>
5. Total of Payments (The amount you will have paid when you have made all scheduled stated monthly payments)	<u>\$200,429.91</u>
6. Total Sales Price (The total price of your purchase on credit, including your cash down payment of \$9,995, your finance charge of \$110,429.91 and other amounts financed \$ <u>0</u> )	<u>\$210,424.91</u>
7. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	<u>7.9%</u>

Purchaser expects to pay the Seller the Total of Payments (Line 5 above) in 286 equal monthly payments of \$699 with interest, commencing on January 15, 2020 and continuing on the same day of each successive month thereafter until all principal and accrued interest has been paid in full, with a final payment of \$515.91. The Finance Charge begins to accrue from December 15, 2019. Purchaser shall have the right to prepay all or any part of the balance remaining due at any time without penalty.

Amount Received on December 10, 2019 :  
\$                       Cash  
\$ 11,242.50  Check #                       
\$                       Money Order/Cashier's Check

Additional information about nonpayment, default, the right to accelerate the maturity of the obligation, is contained elsewhere in this agreement.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly prorated property tax payment is \$111. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the typical March 31 deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated property taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Agreement for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Agreement is terminated for any reason.

Purchaser may not cut or remove any merchantable timber from the property without written consent of the Seller during the term of this AGREEMENT or during the term of any mortgage given to Seller as provided herein. In the event Seller grants permission to cut or remove timber, all money derived from the sale thereof shall be applied against the remaining balance in inverse order. The Purchaser covenants and agrees not to permit, commit, or suffer any waste, impairment or deterioration of the property or any part thereof, and will keep any improvements and the premises in good repair and condition through the life of this AGREEMENT, and will keep all improvements fully insured with the Seller named as joint loss payee. Purchaser agrees to comply with all applicable restrictions and laws concerning the use of the property.

# 11

Upon payment in full for said property, or sooner, if required by other conditions herein, Seller shall deliver Warranty Deed, conveying title to above described property to Purchaser free and clear of all encumbrances except restrictions, reservations, outstanding mineral rights, easements and limitations of record or as common to the subdivision or as shown on any recorded plats thereof, taxes for the year this AGREEMENT is entered into and subsequent years, and any liens, encumbrances or title defects placed on record by or against Purchaser.

Should Purchaser, at any time, reduce the principal balance owed to Seller by 50% of the purchase price then at the Purchasers option and request and expense, Seller will convert this Agreement for Deed to a Warranty Deed, Mortgage, and Note form of purchase. The Purchaser will pay the costs to prepare and record the Warranty Deed. Purchaser will pay the documentary stamps, intangible tax, and recording fees for the mortgage and note. At the time of conveying the warranty deed to Purchaser, at the request and expense of the Purchaser, Seller will have a Title Insurance Policy issued to Purchaser. The National and Florida Associations for Realtors and Attorneys recommend Purchasers to hire an attorney to represent them in real estate transactions and to obtain a warranty deed and Title Insurance Policy. At the Seller's option, the Seller may record this AGREEMENT at any time. Upon receipt of 12 timely monthly payments (as shown on page 1 of this AGREEMENT), this AGREEMENT will be recorded by Seller if requested by Purchaser, and Purchaser will pay for all costs required to record this AGREEMENT in the public records of the County in which the property is located provided that this AGREEMENT is not in default at the time of such request.

It is understood and agreed that the Purchaser is of legal age. This Agreement constitutes the entire agreement between the parties. Purchaser agrees that no representations, oral or implied, have been made to Purchaser to induce them to enter into this AGREEMENT other than those expressly herein set forth. No waiver of any provision hereof shall constitute a continuing waiver of such provision or any other provision then or thereafter unless reduced to writing and expressly made a modification hereof. The Purchaser hereby expressly waives all claims for damages because of any representation made by any person whomsoever other than as contained in this agreement, and Seller shall not be responsible or liable for any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein. This agreement is subject to prior sale until signed by Seller and subject to seller's approval.

The Purchaser shall be permitted to go into possession of the property covered by this AGREEMENT immediately upon Seller signing this AGREEMENT. The Purchaser agrees to pay all taxes, assessments and impositions levied or assessed against said property subsequent to the date hereof, at the time the same shall become due and payable, and if same shall not be promptly paid, the Seller, its heirs, legal representatives, or assigns may at its sole and exclusive option at any time pay the same and the amount of the taxes assessments and impositions, shall be added to the amount of the Purchase Price still due and payable and every payment so made by the Seller shall draw interest at the highest legal rate. The Seller may, at any time, pay the Property Taxes and Assessments without waiving or affecting any right under this AGREEMENT and the full amount becomes immediately due and payable and shall, at Seller's option, bear interest from the date thereof until paid at the maximum legal rate per annum and, together with such interest, shall be secured by the lien of this AGREEMENT.

The time of payment shall be of the essence, and in the event of any default of payment of any of the purchase money as and when it becomes due, or in performance of any other obligations assumed by the Purchaser in this AGREEMENT, including the payment of Property Taxes and Assessments, and in the event that the default shall continue for a period of thirty (30) days, then the Seller may, at its sole and exclusive option and without notice of demand, declare the entire unpaid balance under this AGREEMENT together with accrued interest immediately due and payable. Said principal sum and said accrued interest shall both bear interest at the maximum legal rate from such default until paid or Seller may rescind this AGREEMENT, retaining the cash consideration paid for it as liquidated damages and this AGREEMENT then shall become null and void and the Seller shall have the right to re-enter and immediately take possession of the property covered by this AGREEMENT, its premises and every part thereof. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event that it is necessary for the Seller to enforce this AGREEMENT by foreclosure proceedings, or otherwise, all costs of the proceedings, including a reasonable attorney's fee, shall be paid by the Purchaser.

Installments not paid within Ten (10) days after becoming due under the terms of this AGREEMENT shall be subject to, and it is agreed Seller shall collect, a late charge in the amount of Five Percent (5%) of the monthly payment per month upon such delinquent installments. Any payments made by check which is returned unpaid by the bank will require Purchaser to pay a \$35.00 penalty for such dishonored check.

This AGREEMENT and the rights and interests hereunder are not transferrable by Purchaser without written consent of Seller, and then only upon the same terms and conditions herein continued. In the event this Agreement is assigned, sold, devised, transferred, quit-claimed, or in any way conveyed to another Purchaser, without such written consent of Seller, then in that event, all of the then remaining balance shall become immediately due and collectable.

It is hereby understood and agreed that SELLER has the right to sell, assign, hypothecate this Agreement and the obligations of PURCHASER will inure to the benefit of any assignee or purchaser of SELLER's interest. If Seller fails to deliver title as required by this AGREEMENT, Buyer's remedies shall be limited to recovery of all monies paid to Seller.

It is hereby understood and agreed the property herein is being sold and purchased subject to restrictions, reservations and limitations affecting the use of the property common to the subdivision or shown on the plat or survey, if applicable, which are now of record, or were delivered or disclosed to Purchaser upon his execution of this AGREEMENT, and also subject to any existing easements for utilities, and to zoning requirements or easements of any governmental authority which may exist now or in the future, and to any governmental sovereignty claims regarding submerged land, if any, and the Purchasers agree to comply with the same.

The PURCHASERS agree that no labor will be performed or materials furnished to this property without such items being fully paid for at the time said work is done or materials furnished unless prior approved by Seller. PURCHASERS shall make no improvement to nor place any fixtures nor personal property on this property nor take possession of this property prior to the time this AGREEMENT is executed by the SELLER.

The Purchaser signify that they have personally inspected the property being purchased prior to entering into this agreement. Additionally, the Purchaser has been provided the opportunity to review the property survey and inspect all property corners. The Purchaser accepts the property "as is" without warranty, expressed or implied, except warranties of title as specifically set forth herein. Existing fences, if any, may not necessarily conform with legal description of Purchaser's property. Before clearing or placing improvements on the property, the Purchaser should survey the property to verify the location of the property boundaries. Location of physical characteristics on the survey, including the 100 year flood line, if any, are approximate only and are not warranted by Seller. Seller makes no express or implied warranties regarding Riparian rights or Littoral rights.

Purchaser acknowledges having made a personal inspection of the subject property prior to approving this AGREEMENT and found it to be as represented. Purchaser further agrees that the property is suitable for the purpose for which it is being purchased. Purchaser acknowledges that the purchase of real estate involves uncertainties and complexities which may affect the value of the property. The property, including improvements thereon if any, are being sold and purchased (as is) and Seller disclaiming any warranty, expressed or implied, except as specifically set forth herein.

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

All construction is complete. The initial survey of the property has been completed, and restaking or resurveying shall be the responsibility of the Purchaser. Private wells and private septic tanks shall be the responsibility of Purchaser. Obtaining any desired electric and telephone service through the appropriate utilities shall also be the responsibility of Purchaser, the cost of which and associated usage minimums depend upon the length of line extensions necessary to reach the desired service point. Any required driveways or culverts to provide access from ingress and egress roadways shall be provided and maintained by the Purchaser. No fill or obstruction of any nature shall be placed within any ditch, drainage system or roadway without appropriate prior approval. Contact the appropriate governmental agencies for the latest restrictions prior to any improvements, activities or alternations within, along or near any drainage ditches, streams, ponds, lakes, wetlands, flood prone areas, or other environmentally sensitive and/or regulated areas which may be located on and effect the use of the subject property.

The salesperson is by this document giving written notice to Purchaser that salesperson is the agent and representative of the Seller. Purchaser acknowledges receiving this notice prior to entering into this agreement.

The provisions of this Agreement shall survive any closing hereunder. This AGREEMENT constitutes the entire agreement between the parties hereto and shall inure to the benefit of, and be binding upon, their heirs, personal representatives, successors and assigns.

**IT IS MUTUALLY AGREED**, by and between the parties hereto, that the time of each payment shall be an essential part of this AGREEMENT, and that all Covenants and Agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchaser acknowledges receipt of this AGREEMENT. This AGREEMENT shall not be binding until signed by the Seller or authorized agent of Seller, and shall be construed under the laws of the State of Florida.

In the event of termination of this AGREEMENT due to Purchaser's breach, the Purchaser shall be tenant at sufferance and shall not be entitled to any notice to vacate, and will vacate the premises immediately and will hold Seller harmless from any and all liabilities in the event it becomes necessary to enforce any of the covenants of this AGREEMENT, and the Purchaser agrees to pay any and all attorney fees and costs incurred in collection therewith. Seller may alternatively pursue any other remedy available at law or equity.

As long as there is a balance owed to seller on this contract the following mortgage restrictions will apply:

- No more than 1 shipping container may be placed on the property.
- No borrow pits may be dug on this parcel.
- The Owner shall keep their parcel clean and cleared of rubbish (trash, junk, garbage, abandoned automobiles, tires, etc.).

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

In the event Purchaser is served with process or otherwise notified of a condemnation action or any other action which involves a taking of the Property or any part thereof, Purchaser shall notify Seller in writing of such within five (5) days from the date of service of process or such other notification (so as to be received by Seller within said period). Purchaser hereby authorizes Seller as attorney-in-fact for Purchaser to, at Seller's option, commence, appear in and prosecute, in Seller's or Purchaser's name, any action or proceeding relating to such taking of the Property and to settle or compromise any claim in connection with such condemnation or taking. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Seller. Seller shall not be held responsible for any failure to collect any award or awards, regardless of cause of such failure. Any such award or awards received by Seller may, at its option, be used in restoring the Property on terms and conditions acceptable to and prescribed by Seller (and in which event the funds may be retained without interest), or be applied as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or subsequently to mature (provided that such does not exceed the amount necessary to pay in full all indebtedness secured by this Agreement and all other instruments securing this Agreement).

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written. Before I (we) signed this AGREEMENT, I (we) received a copy of the restrictions, the Schedule A, and I (we) personally inspected the above referenced property and have received a copy of the Boundary Survey showing dimensions and easements.

**PURCHASER(S):**

D-D [Signature]  
Witness 1 Signature

Douglas Griffiths  
Witness 1 Printed Name

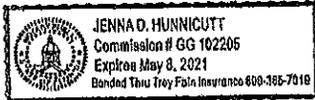
[Signature] (L.S.)  
Inalvis Hernandez

Jenna O. Hunnicutt  
Witness 2 Signature

Jenna O. Hunnicutt  
Witness 2 Printed Name

**Purchaser Acknowledgment**  
STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10th day of December, 2019, by Inalvis Hernandez who has produced Florida Driver's License as identification.



Jenna O. Hunnicutt  
Notary Public

**SELLER**

Karen Bates  
Witness 1 Signature

Karen Bates  
Witness 1 Printed Name

By: Russell S DePratter (L.S.)  
RUSSELL S. DEPRATTER

Claire M. Green  
Witness 2 Signature

Claire M. Green  
Witness 2 Printed Name

By: Vickie Music DePratter (L.S.)  
VICKIE MUSIC DEPRATTER

**Seller Acknowledgment**  
STATE OF FLORIDA  
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 13th day of January, 2020, by Russell S. DePratter and Vickie Music DePratter who have produced \_\_\_\_\_ as identification or () is personally known to me



Claire M. Green  
Notary Public

Exhibit A  
Legal Description

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE RUN NORTH 88°48'52" EAST ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 1293.45 FEET TO THE WEST RIGHT-OF-WAY LINE OF 167TH ROAD; THENCE RUN SOUTH 01°04'40" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 672.37 FEET; THENCE RUN SOUTH 88°48'52" WEST, A DISTANCE OF 1299.28 FEET TO THE WEST LINE OF SAID SECTION 26; THENCE RUN NORTH 00°34'49" WEST ALONG SAID WEST LINE, A DISTANCE OF 672.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.01 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENT BELOW:

EASEMENT "A"

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS: THE NORTH 60.00 FEET OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, LYING WEST OF 167TH ROAD; THE NORTH 60.00 FEET OF THE NORTHEAST 1/4 OF SECTION 27; THE WEST 66.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 66.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA.

**Suwannee County Property Appraiser**

Ricky Gamble, CFA

**2024 Working Values**  
updated: 3/14/2024

Parcel: << 26-01S-12E-09699-000000 (38852) >>

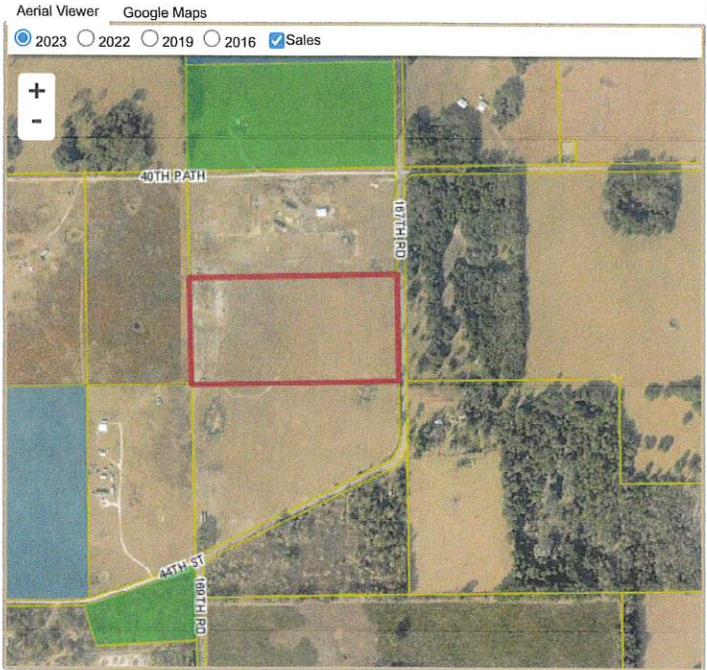
**Owner & Property Info**

Owner	HERNANDEZ INALVIS 20373 NW 47TH AVE MIAMI GARDENS, FL 33055		
Site			
Description*	LEG 20.01 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION THENCE RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 672.41 FT TO POB THENCE RUN N 88 DEG 48'52 E A DISTANCE OF 1299.28 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 ...more>>>		
Area	20.01 AC	S/T/R	26-01S-12E
Use Code**	NON-AG ACREAGE (9900)	Tax District	CO

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

**Property & Assessment Values**

2023 Certified Values		2024 Working Values	
Mkt Land	\$110,055	Mkt Land	\$113,556
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$110,055	Just	\$113,556
Class	\$0	Class	\$0
Appraised	\$110,055	Appraised	\$113,556
Assessed	\$110,055	Assessed	\$113,556
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$54,476 other:\$54,476 school:\$110,055	Total Taxable	county:\$59,924 other:\$59,924 school:\$113,556



**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
12/10/2019	\$100,000	2257/0476	AG	V	U	21
9/9/2019	\$1,075,000	2139/0079	WD	V	Q	05 (Multi-Parcel Sale) - show
10/1/2005	\$100	1245/0248	WD	V	Q	01
11/1/2004	\$100	1149/0295	WD	V	Q	01
11/1/2000	\$100	0844/0434	WD	V	Q	01
4/1/1998	\$780,000	0680/0275	WD	V	Q	02
10/1/1997	\$100	0655/0001	TD	V	Q	01

**Building Characteristics**

Bldg Sketch	Description*	Year Blt	Htd Base SF	Actual SF	Bldg Value
NONE					

**Extra Features & Out Buildings**

Code	Desc	Year Blt	Value	Units	Dims
NONE					

**Land Breakdown**

Code	Desc	Units	Adjustments	Eff Rate	Land Value
0000	0000 (MKT)	20.010 AC	1.0000/1.0000 1.0000/ /	\$5,675 /AC	\$113,556

© Suwannee County Property Appraiser | Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 3/14/2024 and may not reflect the data currently on file at our office.

#12

Prepared By and Return To:  
RUSSELL S. DEPRATTER  
VICKIE MUSIC DEPRATTER  
11214 129<sup>TH</sup> Road  
Live Oak, FL 32060

## AGREEMENT FOR DEED

This AGREEMENT FOR DEED, made this 10th day of December, A.D. 2019 between RUSSELL S. DEPRATTER AND VICKIE MUSIC DEPRATTER, whose mailing address is 11214 129<sup>TH</sup> Road, Live Oak, FL 32060, hereinafter referred to as "Seller", and INALVIS HERNANDEZ, whose mailing address is 20373 NW 47<sup>th</sup> Ave, Miami Gardens, FL 33055-1237, hereinafter referred to as "Purchaser".

References herein to the Purchaser and any pronouns relative thereto shall include the masculine, feminine, and neuter gender and the singular and plural number, wherever the context requires.

*WITNESSETH*, that if the Purchaser, (who hereby agrees to Purchase from the Seller) shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby agrees to sell to the purchaser, covenants and agrees to convey and assure to said Purchaser, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the following described property, situated in the County of Suwannee, State of Florida, known and described as follows, to wit:

Parcel is more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "property"). This AGREEMENT FOR DEED (also commonly known as Contract for Deed) hereinafter referred to as "AGREEMENT" (synonymous with contract) given subject to utility, reservations and road easements of record and easements found on Exhibit "A" attached.

The agreed upon price and terms are as follows:

1. Purchase Price	\$99,995.00
2. Cash Down Payment (The annual percentage rate does not take into account your cash down payment)	\$4,995.00
3. Amount Financed (The amount of credit provided to you on your behalf)	\$95,000.00
4. FINANCE CHARGE (The dollar amount the credit will cost you if only stated monthly payments are made)	\$143,644.60
5. Total of Payments (The amount you will have paid when you have made all scheduled stated monthly payments)	\$238,644.60
6. Total Sales Price (The total price of your purchase on credit, including your cash down payment of \$4,995, your finance charge of \$143,644.60 and other amounts financed \$ 0.00)	\$243,639.60
7. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	8.9%

Purchaser expects to pay the Seller the Total of Payments (Line 5 above) in 302 equal monthly payments of \$789 with interest, commencing on January 15, 2020 and continuing on the same day of each successive month thereafter until all principal and accrued interest has been paid in full, with a final payment of \$366.60. The Finance Charge begins to accrue from December 15, 2019. Purchaser shall have the right to prepay all or any part of the balance remaining due at any time without penalty.

Amount Received on December 10, 2019 :  
\$ \_\_\_\_\_  Cash  
\$ 4,995.00  Check # \_\_\_\_\_  
\$ \_\_\_\_\_  Money Order/Cashier's Check

Additional information about nonpayment, default, the right to accelerate the maturity of the obligation, is contained elsewhere in this agreement.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly prorated property tax payment is \$111. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the typical March 31 deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated property taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Agreement for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Agreement is terminated for any reason.

Purchaser may not cut or remove any merchantable timber from the property without written consent of the Seller during the term of this AGREEMENT or during the term of any mortgage given to Seller as provided herein. In the event Seller grants permission to cut or remove timber, all money derived from the sale thereof shall be applied against the remaining balance in inverse order. The Purchaser covenants and agrees not to permit, commit, or suffer any waste, impairment or deterioration of the property or any part thereof, and will keep any improvements and the premises in good repair and condition through the life of this AGREEMENT, and will keep all improvements fully insured with the Seller named as joint loss payee. Purchaser agrees to comply with all applicable restrictions and laws concerning the use of the property.

#12

Upon payment in full for said property, or sooner, if required by other conditions herein, Seller shall deliver Warranty Deed, conveying title to above described property to Purchaser free and clear of all encumbrances except restrictions, reservations, outstanding mineral rights, easements and limitations of record or as common to the subdivision or as shown on any recorded plats thereof, taxes for the year this AGREEMENT is entered into and subsequent years, and any liens, encumbrances or title defects placed on record by or against Purchaser.

Should Purchaser, at any time, reduce the principal balance owed to Seller by 50% of the purchase price then at the Purchaser's option and request and expense, Seller will convert this Agreement for Deed to a Warranty Deed, Mortgage, and Note form of purchase. The Purchaser will pay the costs to prepare and record the Warranty Deed. Purchaser will pay the documentary stamps, intangible tax, and recording fees for the mortgage and note. At the time of conveying the warranty deed to Purchaser, at the request and expense of the Purchaser, Seller will have a Title Insurance Policy issued to Purchaser. The National and Florida Associations for Realtors and Attorneys recommend Purchasers to hire an attorney to represent them in real estate transactions and to obtain a warranty deed and Title Insurance Policy. At the Seller's option, the Seller may record this AGREEMENT at any time. Upon receipt of 12 timely monthly payments (as shown on page 1 of this AGREEMENT), this AGREEMENT will be recorded by Seller if requested by Purchaser, and Purchaser will pay for all costs required to record this AGREEMENT in the public records of the County in which the property is located provided that this AGREEMENT is not in default at the time of such request.

It is understood and agreed that the Purchaser is of legal age. This Agreement constitutes the entire agreement between the parties. Purchaser agrees that no representations, oral or implied, have been made to Purchaser to induce them to enter into this AGREEMENT other than those expressly herein set forth. No waiver of any provision hereof shall constitute a continuing waiver of such provision or any other provision then or thereafter unless reduced to writing and expressly made a modification hereof. The Purchaser hereby expressly waives all claims for damages because of any representation made by any person whomsoever other than as contained in this agreement, and Seller shall not be responsible or liable for any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein. This agreement is subject to prior sale until signed by Seller and subject to seller's approval.

The Purchaser shall be permitted to go into possession of the property covered by this AGREEMENT immediately upon Seller signing this AGREEMENT. The Purchaser agrees to pay all taxes, assessments and impositions levied or assessed against said property subsequent to the date hereof, at the time the same shall become due and payable, and if same shall not be promptly paid, the Seller, its heirs, legal representatives, or assigns may at its sole and exclusive option at any time pay the same and the amount of the taxes assessments and impositions, shall be added to the amount of the Purchase Price still due and payable and every payment so made by the Seller shall draw interest at the highest legal rate. The Seller may, at any time, pay the Property Taxes and Assessments without waiving or affecting any right under this AGREEMENT and the full amount becomes immediately due and payable and shall, at Seller's option, bear interest from the date thereof until paid at the maximum legal rate per annum and, together with such interest, shall be secured by the lien of this AGREEMENT.

The time of payment shall be of the essence, and in the event of any default of payment of any of the purchase money as and when it becomes due, or in performance of any other obligations assumed by the Purchaser in this AGREEMENT, including the payment of Property Taxes and Assessments, and in the event that the default shall continue for a period of thirty (30) days, then the Seller may, at its sole and exclusive option and without notice of demand, declare the entire unpaid balance under this AGREEMENT together with accrued interest immediately due and payable. Said principal sum and said accrued interest shall both bear interest at the maximum legal rate from such default until paid or Seller may rescind this AGREEMENT, retaining the cash consideration paid for it as liquidated damages and this AGREEMENT then shall become null and void and the Seller shall have the right to re-enter and immediately take possession of the property covered by this AGREEMENT, its premises and every part thereof. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event that it is necessary for the Seller to enforce this AGREEMENT by foreclosure proceedings, or otherwise, all costs of the proceedings, including a reasonable attorney's fee, shall be paid by the Purchaser.

Installments not paid within Ten (10) days after becoming due under the terms of this AGREEMENT shall be subject to, and it is agreed Seller shall collect, a late charge in the amount of Five Percent (5%) of the monthly payment per month upon such delinquent installments. Any payments made by check which is returned unpaid by the bank will require Purchaser to pay a \$35.00 penalty for such dishonored check.

This AGREEMENT and the rights and interests hereunder are not transferrable by Purchaser without written consent of Seller, and then only upon the same terms and conditions herein contained. In the event this Agreement is assigned, sold, devised, transferred, quit-claimed, or in any way conveyed to another Purchaser, without such written consent of Seller, then in that event, all of the then remaining balance shall become immediately due and collectable.

It is hereby understood and agreed that SELLER has the right to sell, assign, hypothecate this Agreement and the obligations of PURCHASER will inure to the benefit of any assignee or purchaser of SELLER's interest. If Seller fails to deliver title as required by this AGREEMENT, Buyer's remedies shall be limited to recovery of all monies paid to Seller.

It is hereby understood and agreed the property herein is being sold and purchased subject to restrictions, reservations and limitations affecting the use of the property common to the subdivision or shown on the plat or survey, if applicable, which are now of record, or were delivered or disclosed to Purchaser upon his execution of this AGREEMENT, and also subject to any existing easements for utilities, and to zoning requirements or easements of any governmental authority which may exist now or in the future, and to any governmental sovereignty claims regarding submerged land, if any, and the Purchasers agree to comply with the same.

The PURCHASERS agree that no labor will be performed or materials furnished to this property without such items being fully paid for at the time said work is done or materials furnished unless prior approved by Seller. PURCHASERS shall make no improvement to nor place any fixtures nor personal property on this property nor take possession of this property prior to the time this AGREEMENT is executed by the SELLER.

The Purchaser signify that they have personally inspected the property being purchased prior to entering into this agreement. Additionally, the Purchaser has been provided the opportunity to review the property survey and inspect all property corners. The Purchaser accepts the property "as is" without warranty, expressed or implied, except warranties of title as specifically set forth herein. Existing fences, if any, may not necessarily conform with legal description of Purchaser's property. Before clearing or placing improvements on the property, the Purchaser should survey the property to verify the location of the property boundaries. Location of physical characteristics on the survey, including the 100 year flood line, if any, are approximate only and are not warranted by Seller. Seller makes no express or implied warranties regarding Riparian rights or Littoral rights.

Purchaser acknowledges having made a personal inspection of the subject property prior to approving this AGREEMENT and found it to be as represented. Purchaser further agrees that the property is suitable for the purpose for which it is being purchased. Purchaser acknowledges that the purchase of real estate involves uncertainties and complexities which may affect the value of the property. The property, including improvements thereon if any, are being sold and purchased (as is) and Seller disclaiming any warranty, expressed or implied, except as specifically set forth herein.

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

All construction is complete. The initial survey of the property has been completed, and restaking or resurveying shall be the responsibility of the Purchaser. Private wells and private septic tanks shall be the responsibility of Purchaser. Obtaining any desired electric and telephone service through the appropriate utilities shall also be the responsibility of Purchaser, the cost of which and associated usage minimums depend upon the length of line extensions necessary to reach the desired service point. Any required driveways or culverts to provide access from ingress and egress roadways shall be provided and maintained by the Purchaser. No fill or obstruction of any nature shall be placed within any ditch, drainage system or roadway without appropriate prior approval. Contact the appropriate governmental agencies for the latest restrictions prior to any improvements, activities or alterations within, along or near any drainage ditches, streams, ponds, lakes, wetlands, flood prone areas, or other environmentally sensitive and/or regulated areas which may be located on and effect the use of the subject property.

The salesperson is by this document giving written notice to Purchaser that salesperson is the agent and representative of the Seller. Purchaser acknowledges receiving this notice prior to entering into this agreement.

The provisions of this Agreement shall survive any closing hereunder. This AGREEMENT constitutes the entire agreement between the parties hereto and shall inure to the benefit of, and be binding upon, their heirs, personal representatives, successors and assigns.

**IT IS MUTUALLY AGREED**, by and between the parties hereto, that the time of each payment shall be an essential part of this AGREEMENT, and that all Covenants and Agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchaser acknowledges receipt of this AGREEMENT. This AGREEMENT shall not be binding until signed by the Seller or authorized agent of Seller, and shall be construed under the laws of the State of Florida.

In the event of termination of this AGREEMENT due to Purchaser's breach, the Purchaser shall be tenant at sufferance and shall not be entitled to any notice to vacate, and will vacate the premises immediately and will hold Seller harmless from any and all liabilities in the event it becomes necessary to enforce any of the covenants of this AGREEMENT, and the Purchaser agrees to pay any and all attorney fees and costs incurred in collection therewith. Seller may alternatively pursue any other remedy available at law or equity.

As long as there is a balance owed to seller on this contract the following mortgage restrictions will apply:

- No more than 1 shipping container may be placed on the property.
- No borrow pits may be dug on this parcel.
- The Owner shall keep their parcel clean and cleared of rubbish (trash, junk, garbage, abandoned automobiles, trees, etc.).

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

In the event Purchaser is served with process or otherwise notified of a condemnation action or any other action which involves a taking of the Property or any part thereof, Purchaser shall notify Seller in writing of such within five (5) days from the date of service of process or such other notification (so as to be received by Seller within said period). Purchaser hereby authorizes Seller as attorney-in-fact for Purchaser to, at Seller's option, commence, appear in and prosecute, in Seller's or Purchaser's name, any action or proceeding relating to such taking of the Property and to settle or compromise any claim in connection with such condemnation or taking. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Seller. Seller shall not be held responsible for any failure to collect any award or awards, regardless of cause of such failure. Any such award or awards received by Seller may, at its option, be used in restoring the Property on terms and conditions acceptable to and prescribed by Seller (and in which event the funds may be retained without interest), or be applied as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or subsequently to mature (provided that such does not exceed the amount necessary to pay in full all indebtedness secured by this Agreement and all other instruments securing this Agreement).

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written. Before I (we) signed this AGREEMENT, I (we) received a copy of the restrictions, the Schedule A, and I (we) personally inspected the above referenced property and have received a copy of the Boundary Survey showing dimensions and easements.

**PURCHASER(S):**

Douglas Griffith  
Witness 1 Signature

Douglas Griffith  
Witness 1 Printed Name

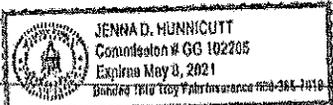
Inalvis Hernandez (I.S.)  
Inalvis Hernandez

Jenna D. Hunnicutt  
Witness 2 Signature

Jenna D. Hunnicutt  
Witness 2 Printed Name

**Purchaser Acknowledgment**  
STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10th day of December, 2019, by Inalvis Hernandez who has produced Florida Driver's License as identification.



Jenna D. Hunnicutt  
Notary Public

**SELLER**

Karen Bates  
Witness 1 Signature

Karen Bates  
Witness 1 Printed Name

By: Russell S DePratter (I.S.)  
RUSSELL S. DEPRATTER

Claire M. Green  
Witness 2 Signature

Claire M. Green  
Witness 2 Printed Name

By: Vickie Music DePratter (I.S.)  
VICKIE MUSIC DEPRATTER

**Seller Acknowledgment**  
STATE OF FLORIDA  
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 13th day of January, 2020, by Russell S. DePratter and Vickie Music DePratter who have produced \_\_\_\_\_ as identification or  is personally known to me



Claire M. Green  
Notary Public

Exhibit A  
Legal Description

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE RUN SOUTH 00°34'49" EAST ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 672.41 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 88°48'52" EAST, A DISTANCE OF 1299.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF 167TH ROAD; THENCE RUN SOUTH 01°04'40" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 669.36 FEET; THENCE RUN SOUTH 88°48'52" WEST, A DISTANCE OF 1305.09 FEET TO THE WEST LINE OF SAID SECTION 26; THENCE RUN NORTH 00°34'49" WEST ALONG SAID WEST LINE, A DISTANCE OF 669.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.01 ACRES MORE OR LESS.

**Suwannee County Property Appraiser**

Ricky Gamble, CFA

**2024 Working Values**

updated: 3/14/2024

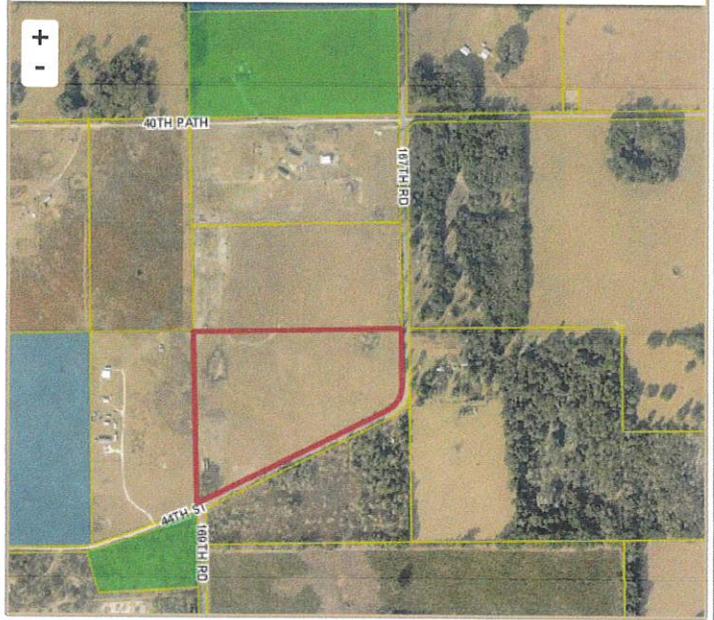
Parcel: << **26-01S-12E-09699-000020 (38678)** >>

**Owner & Property Info**

Owner	HERNANDEZ INALVIS 20373 NW 47TH AVE MIAMI GARDENS, FL 33055		
Site			
Description*	LEG 22.86 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 1341.81 FT TO POB RUN N 88 DEG 48'52 E 1305.09 FT TO THE W R/W LINE OF 167TH RD RUN S 01 DEG 04'40 E ALONG SAID W R/W LI ...more>>>		
Area	22.86 AC	S/T/R	26-01S-12E
Use Code**	NON-AG ACREAGE (9900)	Tax District	CO
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction. **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.			

Aerial Viewer Google Maps

2023  2022  2019  2016  Sales



**Property & Assessment Values**

2023 Certified Values		2024 Working Values	
Mkt Land	\$125,730	Mkt Land	\$129,730
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$125,730	Just	\$129,730
Class	\$0	Class	\$0
Appraised	\$125,730	Appraised	\$129,730
Assessed	\$125,730	Assessed	\$129,730
Exempt	\$0	Exempt	\$0
Total	county:\$62,237	Total	county:\$68,461
Taxable	other:\$62,237 school:\$125,730	Taxable	other:\$68,461 school:\$129,730

**Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
5/20/2020	\$100	2218/0391	AG	V	U	11
5/20/2020	\$150,000	2188/0004	AG	V	U	21

**Building Characteristics**

Bldg Sketch	Description*	Year Blt	Htd Base SF	Actual SF	Bldg Value
NONE					

**Extra Features & Out Buildings**

Code	Desc	Year Blt	Value	Units	Dims
NONE					

**Land Breakdown**

Code	Desc	Units	Adjustments	Eff Rate	Land Value
0000	0000 (MKT)	22.860 AC	1.0000/1.0000 1.0000/1	\$5,675 /AC	\$129,730

© Suwannee County Property Appraiser | Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This website was last updated: 3/14/2024 and may not reflect the data currently on file at our office.

#03

Prepared By and Return To:  
 RUSSELL S. DEPRATTER  
 VICKIE MUSIC DEPRATTER  
 11214 129<sup>TH</sup> Road  
 Live Oak, FL 32060

### AGREEMENT FOR DEED

This AGREEMENT FOR DEED, made this 20th day of May, A.D. 2020 between RUSSELL S. DEPRATTER AND VICKIE MUSIC DEPRATTER, whose mailing address is 11214 129<sup>TH</sup> Road, Live Oak, FL 32060, hereinafter referred to as "Seller", and INALVIS HERNANDEZ, whose mailing address is 20373 NW 47<sup>th</sup> Avenue, Miami Gardens, FL 33055-1237, hereinafter referred to as "Purchaser".

References herein to the Purchaser and any pronouns relative thereto shall include the masculine, feminine, and neuter gender and the singular and plural number, wherever the context requires.

**WITNESSETH**, that if the Purchaser, (who hereby agrees to Purchase from the Seller) shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby agrees to sell to the purchaser, covenants and agrees to convey and assure to said Purchaser, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the following described property, situated in the County of Suwannee, State of Florida, known and described as follows, to wit:

Parcel is more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "property").

The agreed upon price and terms are as follows:

1. Purchase Price	
2. Cash Down Payment (The annual percentage rate does not take into account your cash down payment)	\$ <u>150,000.00</u>
3. Amount Financed (The amount of credit provided to you on your behalf)	\$ <u>10,000.00</u>
4. FINANCE CHARGE (The dollar amount the credit will cost you if only stated monthly payments are made)	\$ <u>143,342.12</u>
5. Total of Payments (The amount you will have paid when you have made all scheduled stated monthly payments)	\$ <u>283,342.12</u>
6. Total Sales Price (The total price of your purchase on credit, including your cash down payment of \$ <u>10,000.00</u> , your finance charge of \$ <u>143,342.12</u> and other amounts financed \$ <u>0</u> )	\$ <u>293,342.12</u>
7. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate.)	<u>7.9 %</u>

Purchaser expects to pay the Seller the Total of Payments (Line 5 above) in 246 equal monthly payments of \$ 1,150.00 with interest, commencing on July 1, 2020, and continuing on the same day of each successive month thereafter until all principal and accrued interest has been paid in full, with a final payment of \$ 442.12. The Finance Charge begins to accrue from June 1, 2020. Purchaser shall have the right to prepay all or any part of the balance remaining due at any time without penalty.

Amount Received on May 20, 2020:  
 \$ \_\_\_\_\_  Cash  
 \$ 10,000.00  Check # 35106  
 \$ \_\_\_\_\_  Money Order/Cashier's Check

Additional information about nonpayment, default, the right to accelerate the maturity of the obligation, is contained elsewhere in this agreement.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly prorated property tax payment is \$ 110.00. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the typical March 31 deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated property taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Agreement for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Agreement is terminated for any reason.

Purchaser may not cut or remove any merchantable timber from the property without written consent of the Seller during the term of this AGREEMENT or during the term of any mortgage given to Seller as provided herein. In the event Seller grants permission to cut or remove timber, all money derived from the sale thereof shall be applied against the remaining balance in inverse order. The Purchaser covenants and agrees not to permit, commit, or suffer any waste, impairment or deterioration of the property or any part thereof, and will keep any improvements and the premises in good repair and condition through the life of this AGREEMENT, and will keep all improvements fully insured with the Seller named as joint loss payee. Purchaser agrees to comply with all applicable restrictions and laws concerning the use of the property.

#03

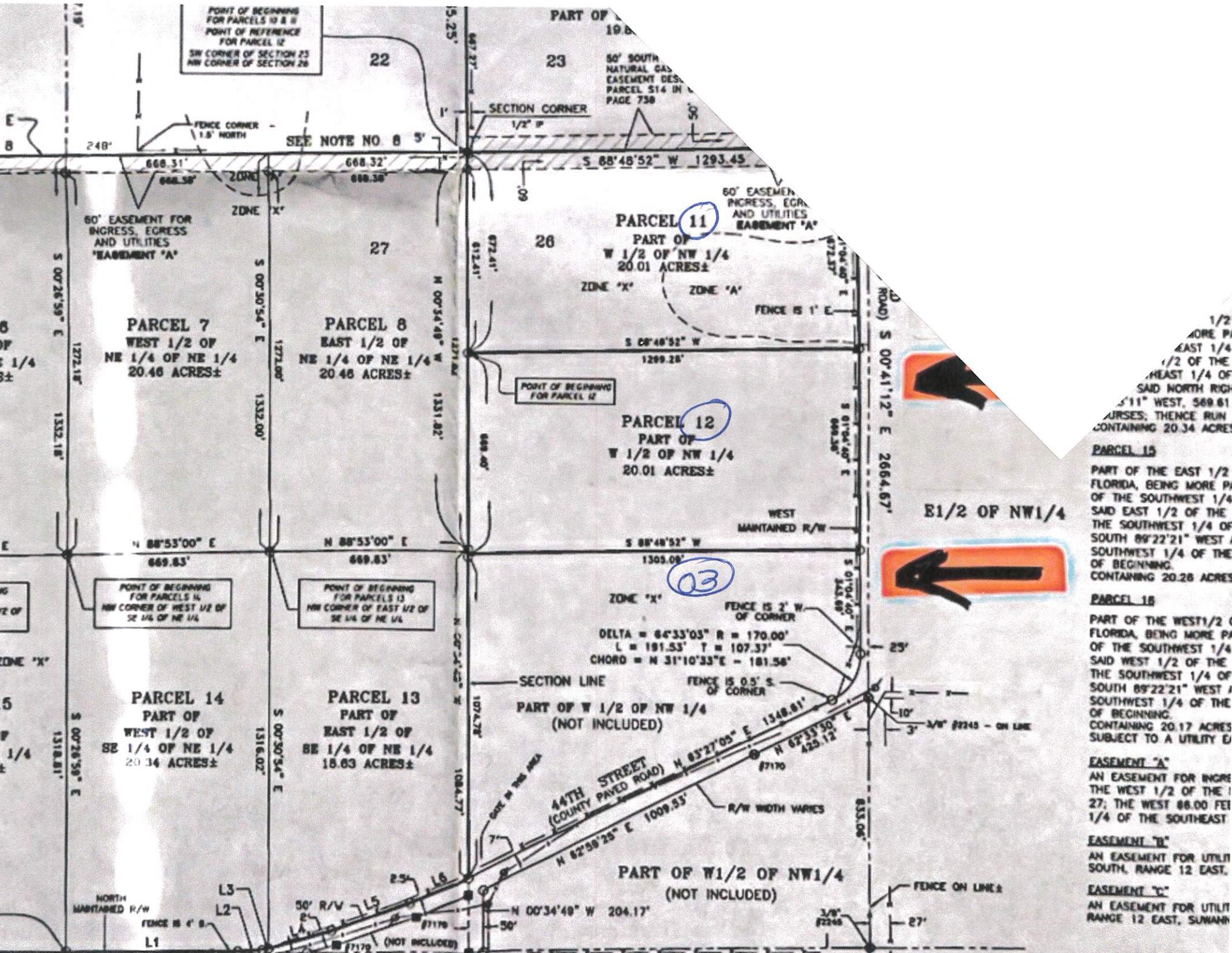
POINT OF BEGINNING FOR PARCELS 10 & 11  
POINT OF REFERENCE FOR PARCEL 12  
SW CORNER OF SECTION 25  
NW CORNER OF SECTION 26

PART OF 19.8

50' SOUTH NATURAL GAS EASEMENT DESIGNATED PARCEL 514 IN PAGE 738

SECTION CORNER 1/2" P

SEE NOTE NO 8 5'



1/2  
MORE PA  
EAST 1/4  
1/2 OF THE  
SAID NORTH RICH  
S11" WEST, 569.61  
COURSES; THENCE RUN I  
CONTAINING 20.34 ACRES

**PARCEL 15**  
PART OF THE EAST 1/2  
FLORIDA, BEING MORE PA  
OF THE SOUTHWEST 1/4  
SAID EAST 1/2 OF THE  
THE SOUTHWEST 1/4 OF  
SOUTH 89°22'21" WEST 1  
SOUTHWEST 1/4 OF THE  
OF BEGINNING.  
CONTAINING 20.28 ACRES

**PARCEL 16**  
PART OF THE WEST 1/2 (FLORIDA, BEING MORE PA  
OF THE SOUTHWEST 1/4  
SAID WEST 1/2 OF THE  
THE SOUTHWEST 1/4 OF  
SOUTH 89°22'21" WEST 1  
SOUTHWEST 1/4 OF THE  
OF BEGINNING.  
CONTAINING 20.17 ACRES  
SUBJECT TO A UTILITY E

**EASEMENT "A"**  
AN EASEMENT FOR INGRE  
THE WEST 1/2 OF THE 1  
27; THE WEST 88.00 FEI  
1/4 OF THE SOUTHEAST

**EASEMENT "B"**  
AN EASEMENT FOR UTILIT  
SOUTH, RANGE 12 EAST.

**EASEMENT "C"**  
AN EASEMENT FOR UTILIT  
RANGE 12 EAST, SUWAN

E 1/2 OF NW 1/4

**PARCEL 11**

PART OF  
W 1/2 OF NW 1/4  
20.01 ACRES±

**PARCEL 12**

PART OF  
W 1/2 OF NW 1/4  
20.01 ACRES±

**PARCEL 7**  
WEST 1/2 OF  
NE 1/4 OF NE 1/4  
20.46 ACRES±

**PARCEL 8**  
EAST 1/2 OF  
NE 1/4 OF NE 1/4  
20.46 ACRES±

**PARCEL 14**  
PART OF  
WEST 1/2 OF  
SE 1/4 OF NE 1/4  
20.34 ACRES±

**PARCEL 13**  
PART OF  
EAST 1/2 OF  
SE 1/4 OF NE 1/4  
18.63 ACRES±

POINT OF BEGINNING FOR PARCEL 12

POINT OF BEGINNING FOR PARCELS 14  
NW CORNER OF WEST 1/2 OF  
SE 1/4 OF NE 1/4

POINT OF BEGINNING FOR PARCELS 13  
NW CORNER OF EAST 1/2 OF  
SE 1/4 OF NE 1/4

SECTION LINE  
PART OF W 1/2 OF NW 1/4  
(NOT INCLUDED)

44TH STREET  
(COUNTY PAVED ROAD)  
R/W WIDTH VARIES

PART OF W 1/2 OF NW 1/4  
(NOT INCLUDED)

03

DELTA = 64°33'03" R = 170.00'  
L = 181.53' T = 107.37'  
CHORD = N 31°10'33"E - 181.58'

FENCE IS 0.5' S.  
OF CORNER

FENCE IS 2' W.  
OF CORNER

WEST MAINTAINED R/W

ROAD) S 00°41'12" E 2664.67'

S 88°48'52" W 1293.45

S 08°48'52" W 1299.28'

S 88°48'52" W 1305.08'

5.25'

5.25'

22

23

27

28

E

6  
OF  
E 1/4  
S±

E

ZONE "X"

15  
OF  
E 1/4  
S±

NORTH  
MAINTAINED R/W

FENCE IS 4' S.

L1

L2

L3

50' R/V

25'

16

25'

15

25'

14

25'

13

25'

12

25'

11

25'

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7

25'

6

25'

5

25'

4

25'

3

25'

2

25'

1

25'

0

25'

24

25'

**PILGRIM'S  
BROILER HOUSE SPECIFICATIONS  
LIVE OAK, FLORIDA  
1-1-22**

---

**43' x 510' BROILER HOUSE SPECIFICATIONS**

**PILGRIM'S  
LIVE OAK, POULTRY DIVISION**

# 43' x 510' BROILER HOUSE SPECIFICATIONS

## I. Grading

- ❖ Roads must be well maintained and accessible in all weather conditions
- ❖ Houses to be no less than 300 feet from any property line or roadway and 60 feet from any adjacent broiler house.
- ❖ Grassed area around poultry houses must not be used for pasture or other farming purposes. Fencing must be provided to keep all other farm livestock away from houses. No exceptions

### A. Driveways

1. Minimum width upon entering state/county road must be 60 feet. Must allow entry or exit from either direction. The 40 foot entrance must be tapered to a length no less than 50 feet down drive.
2. Remaining distance or driveway must be at least 20 feet in width.
3. Driveways between houses should be at least 14' wide, rocked, and raised so water will drain.
4. Entire length of drive, including drive between houses, must be packed and graveled with lime rock.
5. Entire length of drive must be drained adequately to avoid any standing water.
6. Road must meet live haul managers approval.

### B. Loading Area

1. Must be a minimum of 100 feet wide beginning at the end of and of measuring in a line parallel to each broiler house, extending to 150 feet.
2. Must expand the area at the end of and between all houses on the farm. Adequate room should be left at back of house for removing litter.
3. The loading area must be "level" but with proper drainage so there will be no standing water, which would effect the safe operation of people and equipment. A ¾% to 1% slope is recommended for proper drainage. Water should drain to the right, left, or back of loading area.
4. The entire loading area must be packed and graveled as to provide normal safe operating conditions for people and equipment. Graveled 6 inches with lime rock.
5. Must be kept free of any permanent items or structures (well houses, out buildings, disposal pits, ditches, power lines, fences, etc.).
6. During production, the area must be kept free of any temporary items or structures (farm equipment, vehicles, piles of dirt, chicken litter, etc.).

**C. House Pads:**

1. Each pad should be at least 56 feet wide.
2. The height of each pad must be 12"-18".
3. The grade should be within 2" of perfect level.
4. The distance between houses should be 60 feet.
5. Grade between houses should allow water to drain from front to back.
6. House pads all on same grade (No step downs).

**D. Feed Bin and Workroom Pad:**

1. Feed Bins and workroom should be located near middle of house. 2 bins per house.
2. Feed bin pad needs to be no higher than 2' above driveway for unloading purposes.
3. Keep required (manufacturer specified dimensions) feed bin pad at least 8' away from workroom and slope pad away from chicken house. Feed fill system line should be able to run from the bin, into the house at 250 feet.

**II. Water Supply:**

- A. Water source must provide 15 gallons of water per minute per house.
- B. **Backup water system in case of pump failure.** Systems need to be plumbed together and able to supply 25% of required water.
- C. A 2" minimum supply line from well to houses. Sizes may vary due to distance from well.
- D. Depth of well and distance of wells from chicken houses will dictate pump size and supply line dimensions.
- E. Water pressure needs to run between 30-60lbs.

**III. Gas Tanks and Plumbing:**

1. Gas lines need to be plumbed according to heater manufacturer and gas company specs.
2. 1000 gallon tanks per house

**IV. Buildings:**

1. Basic Dimensions 43' x 510'
2. 10' shelter on the front of house (Load out end)

**A. Foundation (Poured concrete flooring and Post):**

1. Foundation walls (post, curb, form, and chain)
  - a) Sidewall height minimum of 8'6".
  - b) Must maintain a minimum of 84" under equipment.
  - c) Post minimum 36" in ground.
  - d) Cement height n curb, form, and chain wall must be 18"-24".
  - e) Footing must be at least 6" deep and 16" wide.
  - f) Chain Wall: Minimal size hole through center of post for rebar. Rebar must be wrapped in felt paper through post.
  - g) When using chain wall forms concrete must cover 3 of 4 sides of the post (The only side of post exposed should be on the outside wall).
2. Framed walls, sidewalls, and end walls
  - a) Post should be 4" x 6"
  - b) Sidewall height
    1. 8' 6" required
  - c) All lumber shall be a nominal 2 inches.
  - d) All nails, screws, etc. used in treated lumber must be coated appropriately (i.e. AQC) leakage. The gaskets should also turn up between the plate and board where the curtain bottom is attached to prevent air leaks. (Sill Seal gaskets)
  - e) Mending plates are requires to connect bottom plate and stud if not using post walls.
3. **Curb –Wall construction: No Curb Wall Construction Permitted**
  - a) Curb is to be 32" minimum height(12" above, 20" below ground) with minimum 14" width at base, 6" at top, with 3 runs of #3 rebar in curb.
  - b) Plate on curb to be 2"x6" p.t. with 8" anchor bolt at every post.
  - c) A minimum 1"x1" bead of construction sealant caulk or tar should be applied under the sill plate. No foam strip.
  - d) Side wall studs to be 4"x4" posts, 5' o.c. 2"x6" studs – 16"o.c. attached with mending plates to the sill plate, hurricane straps to the truss.
  - e) Knee braces to be installed as trusses are hung

**A. Insulation:**

1. Ceilings to be **White** and insulated with 6" batting or blown insulation (R-30) supported by tri-ply vapor barrier with bands on 6" spacing.
2. Bands need to be stapled with a 1" wide by 1 ½" long galvanized staple.
3. Builder must present grower with information on the desired thickness of insulation and total amount of bags required to meet the (R-19) value.
4. Builder must make sure insulation is applied properly.

5. Tri-ply must be woven (5.5 mil thick)
6. Tri-ply on sidewalls must be secured with bands on 4" spacing unless overlaid with OSB with (R-19) insulation in all walls.
7. The ceiling shall have framing for (4) 24" access openings equally spaced near the center line of the house.
8. (15 pound) felt under metal siding.
9. Moisture barrier.

## **B. Roof System:**

### **1. Wood Trusses**

- a) Truss to be engineered by manufacturer to meet the following specifications:
  - 1) Top chord, 5/12
  - 2) Bottom chord, 1.8/12 minimum
  - 3) Span: 43'
  - 4) 20lbs per square foot live bearing cap
  - 5) 3lbs per square foot dead load top chord
  - 6) 2lbs per square foot dead load bottom chord
  - 7) Trusses to be spaced on 5' centers and laterally braced to meet all local building codes.
  - 8) Contractor will furnish a copy of truss specification sheet to the grower.
  - 9) Bottom cord lathing needs to be metal hat channel for use on outside perimeter of roof.
  - 10) Post should be notched allowing truss to sit on top of post and be fastened to the side of the post.
  - 11) Every other post has to have a metal knee brace on both sides of the house.
- b) Hurricane clips are required and must extend from truss all the way to the stud.

### **2. Metal Roofing**

- a) Metal roofing to be 29 gauge (G-90), 1 piece galvanized metal roofing.
- b) Metal roofing to be fastened with galvanized screws or roofing nails with neoprene washers.
- c) 3" gap for ridge cap
- d) Overhang: 24" minimum
- e) Tunnel inlet overhang needs to be 36"
- f) (5) 48" ridge ventilators equally spaced.

**C. Vent (Baffles): Side wall vents or ceiling vents**

1. Mounted on side walls as close to ceiling as possible: 60-7" x 46" vents per 510 foot house spaced 15' apart.
  - a) (1) Vents must have 15 year exterior baffle to minimize outside light from entering house.
    - (2) Air pathway must be size of vent (from outside of house to inside of house) so that air flow is not constricted.
2. Shut offs on each vent required.

**Attic Vents to be installed: consult equipment supplier for dimensions.**

**D. Placement Doors:**

1. Roll seal or Bi-Fold doors at each end. Doors must be at least 12' wide by ceiling height.
2. (5) personnel doors (3' wide max)
  - a) One at each end of house and 1 middle of brood area on road side.
  - b) Two in middle of houses (one on each side)
  - c) Concrete slab for personnel doors should be 3 feet by 4 feet by 4 inches, 3,000 psi.
3. Any other doors need to be approved  
**(No garage doors)**

**E. Ramp:**

1. Concrete ramp to be provided at end doors.
2. Ramp should be a minimum thickness of 6".
3. 10 feet by 12 feet by 6 inches. 8 feet on outside of door 4 foot on inside of house.
4. Concrete should be at ground level on outside of house for loading purposes.
5. Concrete should be sloped 2" below ground level inside house for loading purposes.
6. Concrete slab at back door should be 6" thick and 12' wide x 4' long and flush with ground 2' on inside and 2' on outside.

**F. Equipment Room:**

1. 10' X 10' recommended
2. Begin workroom (5) feet from center and build towards inlet end.
3. All electrical equipment and plumbing needs must be inside mid-room.

4. Floor must be concrete at least 4" thick.
5. Walls must be R-11 and ceiling must be R-19 insulation.

**G. Equipment:**

**A. Fan Requirements:**

1. 510 foot house needs to have 11 – 52" slant wall cone fans with self sealing shutters. Each fan must be sized to have 1½ hp energy efficient motor. Minimum requirement of 350,000 CFM's
2. House must pull a min. static of .20 with one fan and have a wind speed of 650' per min. or better upon house completion.

**B. Whole House Controller: Rotem Platinum Plus( If other must be approved by Pilgrim's)**

1. We require Rotem Platinum Plus 32 stage controller.
2. All controllers must be wired exactly the same
3. (6) Sensors per house.

**C. Lightning Surge Protection:**

1. Pilgrim's Pride recommends lightning and surge protection
  - a) (1) on the 200 amp main panel box
  - b) (1) on the Controller itself
  - c) (1) on the phone alarm lines

**D. Back-up System for Controller:**

1. 510 ft. house (fan backups)
  - a) (5) thermostat backups
2. Fan thermostats must be on board in center house.
  - a) Located in brood section at 240' center house, hinged from ceiling 10' from center curtain.
3. Zoned heating needs (1) thermostat to be used as back up for front and back zones located with fan thermostats.

**E. Feeders:**

1. We require 2 lines of Roxell Mini Max or equivalent.
2. 4 pans on 9' section.
3. End lines will start 5' from end wall.
4. Whole House must have flood windows.
5. 1 Plastic Feeder Tray Per 100 Chicks (255/ House)

**F. Water**

1. Water meter and pressure gauges for each line; one pressure gauge in front of filter and behind filter, the other placed after the medicator.
2. Two water meters: one on brood end and one on grow- out end. Water meters must be compatible with and wired through the computer.
3. An outside spigot needs to be provided at equipment room and load area.
4. Water pressure needs to run between 30-60lbs. Must have an adequate supply for foggers & drinkers. Set Low pressure switches accordingly.

**G. Drinkers:**

1. We require the Plasson Grey with Tray drinker. Nipples should be on 12" spacing.
2. (4) Lines (ball valve shut offs on each line).
3. We require 24 Bell Waters to be used for mini drinkers.
4. Flush system on each line.

**H. Radiant Heat:**

**Center house Brooding 1-36" fan in brood area 1-24" fan in each off end**

Pilgrim's Pride recommends Tube Heat but leaves the option to grower for Shenglow electronic spark heating systems.

1. Tube Heat System
  - a) 600,000 BTU's in brood-end.
  - b) 250,000 BTU's in non brood- end.
2. We require Shenglow (42,000 BTU's) or equivalent (14) on brood-end.

3. Non brood-end (6) (42,000Btu's) Shenglow or equivalent.
  4. Brooders must be zoned controlled through controller
- I. **Curtains:** No curtain sided houses, solid side wall only
- J. **Feed Bins:**
1. (2) 18 ton 9' feed bins per house
  2. Bins spaced 3' apart from each other between two houses.
  3. Feed bins will be common bins for two houses.
  4. Feed bin slab must be level to 2" higher than road.
  5. Feed bin flex auger needs to be 12" minimum off pad for feed retrieval.
- K. **Tunnel Inlet Door Machine:**
1. We require (1) heavy duty machine per tunnel door with minimum of 66" movement.
  2. Hand Winches for each side.
  3. Tunnel inlet machine and vent machine must be on different breakers.
- L. **Vent/ Baffle Machines:**
1. (2) Vent machines; located at middle of house.
  2. Controlled by one photohelic and winched on high tensile wire
  3. 60 RPM's minimum (vent should be able to open 10"-16" per minute).
  4. Heavy duty spring (150lbs. Garage spring).
  5. Backed up winches on each side.
- M. **Pad System:**
1. Recirculation System
    - a) 70% or greater cooling efficiency.
    - b) 510' house requires 90 of 5' tall, 45 x 15 angle flutes, 6" thick pad per side.
    - c) 1/2 hp pump per side
  2. **Dog houses are required and must be air tight.**
  3. **Fogger lines in house for 6" pad systems**
    - a) Start 20' from pads in house on the ceiling with fogger lines 20' apart.
    - b) Use 5 – 1 gph nozzles per line on first line and 4 – 1 gph on the second line and alternate.
    - c) Stop 50' from end wall.
    - d) 1 hp teel, booster pump to maintain 200# pressure.
    - e) Cut off on each line.

**N. Partitions:**

1. 3-partitions or migrating fences per house.
2. 8" drain tile or 12" shelving for migration fences (grower's choice).
3. ***Winter: Need solid migration fence at center curtain 16" high for brooding.***
4. We need screw hooks every 4<sup>th</sup> post on both sides 36" from the ground for securing catching blues.

**O. Medicator:**

1. We require (1) DM11F Dosatron medicator per house or equivalent.

**P. Waste Management :**

**A. Dead Bird Disposal:**

1. As dictated by DHEC and NRCS waste management plan.
2. Composting only

**B. Litter Removal and Disposal:**

1. As dictated by NRCS waste management plan.
2. **Compost shed approved by Pilgrim's and Florida Dept. Of Agriculture.**
3. Litter that is being held temporarily outside must be covered and sealed.

**Q. ELECTRICITY:**

- Power should be underground so as not to interfere with feed delivery or live haul. No overhead power lines down center of house.

**R. Generator:**

1. An approved stand- by generator is required in case of power failure.  
Generator must be capable of handling all equipment and water supply at once.
  - a) 30 KW capacities per 510' house. (must be able to run all equipment and water at one time)
  - b) Generator shed must not interfere with feed delivery.
  - c) Generator must have a suitable automatic transfer switch.

d) Wire from generator to house must be able to maintain a 200 amp service.

**S. Electrical System:**

1. Commercial grade main panel with copper bus: 200 amp  
**(No main breakers)**
2. All houses are to be supplied with electricity from a central panel with disconnect switch and equipped for stand-by generator hook up.
3. No overhead wiring within 30 feet of bulk bin or loading area.
4. All wiring must be run in conduit.
5. Must be a courtesy plug hung at each set of winches in house for drill operation.
6. Switches have got to match voltage they operate. (Example: 110 or 220)
7. Need a 110 plug on each end wall of each house.
8. Need a twin duplex receptacle for the control room.
9. Grounding system per house 25 ohms or less to be checked by electrical company.

**T. Lights :**

1. Two rows of dimmable 60 watt LED lights spaced every 20' over feed and water lines throughout whole house.
2. Two rows of 150 watt fluorescent lights spaced every 10' over feed and water lines in brood end only.
3. Light switches to turn off brood end or non brood end.
4. Must have (1) switch to cut off power to brood lights.

**U. Alarm System:**

1. Must be phone monitored alarm with dialer alarm for each house.
2. Must monitor power, temperature, water, and fill system run time in each house.

**V. Each house must be furnished with a ½ hp drill and drill crank and (1) 5' hand cranks.**

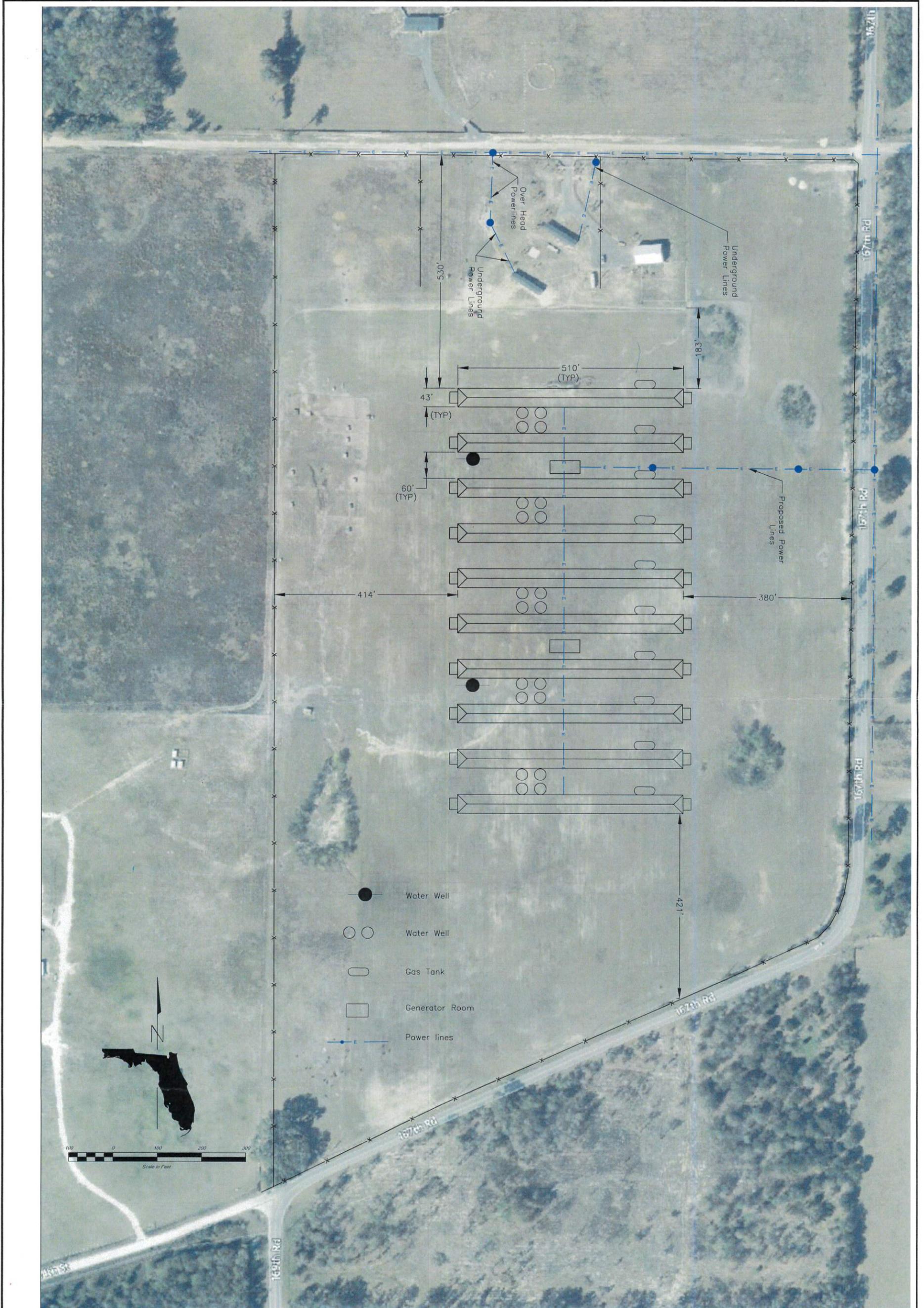
**At completion all houses will be tested for tightness one fan must pull a 0.20 negative static pressure or higher in the whole house.**

**Design and material changes can be made through Pilgrim's Pride Inc. if equal or greater structural values are obtained.**

**Contractors must provide proof of Workers Compensation Insurance to lending institute, grower, and integrator.**

**Feeders and waters must be consistent.**

**(For example: Choretime pans must be on Choretime tubes with Choretime augers with a Choretime hopper and boot and Choretime drive unit)**



Sheet 1 of 1

Drawing No. \_\_\_\_\_

File No. \_\_\_\_\_

**USDA** United States Department of Agriculture

Natural Resources Conservation Service

**INALVIS HERNANDEZ**

Proposed Plan View

Suwannee County, Florida

	Designed	Drawn	Checked	Approved	Date
	David Rodriguez	David Rodriguez			3/2024
					3/2024

SUWANNEE COUNTY  
RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT AS AUTHORIZED UNDER SECTION 14.6.1.1 OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT TO ALLOW POULTRY HOUSES, AS INTENSIVE AGRICULTURE ON PROPERTY ZONED AGRICULTURE-1 ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, entitled Suwannee County Land Development Regulations and hereinafter referred to as County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida hereinafter referred to as the Board of County Commissioners, to approve, approve with conditions or deny special permits, as authorized under Section 14.6.1.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit Request No. SP-24-04-02, for a special permit to construct Eight poultry houses has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.6.1.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition on property zoned A-1; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district
- c) The petitioner has proposed refuse and service areas, with particular reference to the items
- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility.
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district
- g) The petitioner has proposed yards and other open space which meet s the minimum requirements for yards and other open space

WHEREAS, the Board of County Commissioners has determined and found that the special permit is generally compatible with adjacent properties, other property in the district, and natural resources, and

WHEREAS, the Board of County Commissioners has determined and found that

- a) The proposed use would be in conformance with the County's Comprehensive Plan;
- b) The proposed use is compatible with the established land use pattern;
- c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets
- d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood
- e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
- f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety
- g) The proposed use will not create a drainage problem
- h) The proposed use will not seriously reduce light and air to adjacent areas
- i) The proposed use will not affect property values in the area
- j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations
- k) The proposed use is not out of scale with the needs of the neighborhood or the community

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by Inalvis Hernandez to build Eight poultry houses on property zoned A-1 on certain lands within the County as described as follows:

LEG 20.01 ACRES FOR POB COM AT THE NW COR OF SAID SECTION RUN N 88 DEG 48'52 E ALONG THE N LINE OF SAID SECTION A DISTANCE OF 1293.45 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE OF 672.37 FT THENCE RUN S 88 DEG 48'52 W A DISTANCE OF 1299.28 FT TO THE W LINE OF SAID SECTION RUN N 00 DEG 34'49 E ALONG SAID W LINE A DISTANCE OF 672.41 FT TO POB & TOGETHER WITH & SUBJECT TO AN EASEMENT

LEG 20.01 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION THENCE RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 672.41 FT TO POB THENCE RUN N 88 DEG 48'52 E A DISTANCE OF 1299.28 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE OF 669.36 FT THENCE RUN S 88 DEG 48'52 W A DISTANCE OF 1305.09 FT TO THE W LINE OF SAID SECTION THENCE RUN N 00 DEG 34'49 W ALONG SAID W LINE A DISTANCE OF 669.40 FT TO POB

LEG 22.86 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 1341.81 FT TO POB RUN N 88 DEG 48'52 E 1305.09 FT TO THE W R/W LINE OF 167TH RD RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE 343.69 FT TO THE PT OF CURVE OF A CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 170.00 FT RUN ALONG & AROUND SAID CURVE & SAID W R/W LINE A CHORD BEARING &

DISTANCE OF S 31 DEG 10'33 W 181.56 FT TO THE PT OF TANGENCY OF SAID CURVE SAID PT BEING ON THE N R/W LINE OF 44TH ST RUN S 63 DEG 27'05 W ALONG SAID N R/W LINE A DISTANCE OF 1348.61 FT TO SAID W LINE OF SECTION RUN N 00 DEG 34'49 W ALONG SAID W LINE A DISTANCE OF 1074.78 FT TO POB

ALL LYING IN SECTION 26 TOWNSHIP 1 SOUTH RANGE 12 EAST SUWANNEE COUNTY, FLORIDA.

The Board of County Commissioners approves a special permit for four additional poultry houses for said property, subject to the conditions if any listed on Attachment 1.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the board of County Commissioners.

DULY ADOPTED in session this 16th day of April 2024

BOARD OF COUNTY COMMISSIONERS OF  
SUWANNEE COUNTY, FLORIDA

By \_\_\_\_\_  
Travis Land, Chairman

ATTEST:

\_\_\_\_\_  
Barry Baker, Clerk

DENIAL OF DEVELOPMENT PERMIT

Application Number: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

The Board of County Commissioners of Suwannee County, Florida (the "Board") sat as a quasi-judicial board to consider the above referenced development permit. The Board notes that the hearing was properly noticed and open to the public.

During the hearing, the Board received evidence in support and in opposition of the permit. After thorough consideration of the evidence presented, the decision of the Board was to DENY the permit. As grounds for denial, the Board finds:

1) As its legal basis for denying the application, the Board cites

\_\_\_\_\_

2) The competent and substantial evidence which supports the Board's denial was

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Based upon the foregoing, the application was DENIED in open session.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Hon. Barry Baker  
Clerk of Court

\_\_\_\_\_  
Chairman  
Suwannee County  
Board of County Commissioners

Confirmation of Receipt of Denial of  
Development Permit on date indicated

A copy of this Denial of Development Permit was sent to the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Court

**LAND USE HEARING**

**APRIL 16 5:35 PM**

**218 PARSHLEY**

**JUDICIAL ANNEX**

# SUWANNEE COUNTY

## Planning & Zoning

Executive Summary LDR 24-01

Objective: Text amendment to the Land Development Regulations adding language regarding backup generators on telecommunication towers.

Considerations: The amendment will require the installation of a backup generator for new telecommunication tower construction. It will also require co-location of equipment to connect to the existing generator or provided their own to support their equipment. Requirement will be for 48 hours.

Recommendation: Recommendation is for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'RM', enclosed within a circular scribble.

Ron Meeks,

Development Services Director

**SUWANNEE COUNTY**  
**LAND DEVELOPMENT REGULATIONS AMENDMENT**  
**APPLICATION**

Name of Applicant(s): Suwannee County \_\_\_\_\_

Address: 224 Pine Avenue \_\_\_\_\_

City, State, Zip Code: Live Oak, FL 32064 \_\_\_\_\_

Telephone: 386-364-3401 \_\_\_\_\_

Name of Applicant's Agent (if applicable): Ronald Meeks \_\_\_\_\_

Address: 224 Pine Avenue \_\_\_\_\_

City, State, Zip Code: Live Oak, FL 32064 \_\_\_\_\_

Telephone: 368-364-3401 \_\_\_\_\_

Please complete the following for proposed amendments to the Official Zoning Atlas.  
For amendments to the text of the Land Development Regulations, which do not require an  
Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this  
Application.

---

**PART I**

Legal Description: N/A

Total acreage of land to be considered under this amendment: N/A

Present Use: N/A

(commercial, industrial, residential, agricultural, vacant, etc.)

Zoning District:

Present: N/A

Requested: N/A

Future Land Use Plan Map Category: N/A

APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS

PART II

For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.

Section 14.11 (b) (11) All telecommunication tower construction must provide a generator for backup power. Further, all co-location on an existing tower must be connected to the existing generator or provide their own generator to serve their equipment.

APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

\_\_\_\_\_ was made with respect to these premises, Application No.

X  was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

Ronald Meeks  
Applicant/Agent Name (Type or Print Name)

[Signature]  
Applicant/Agent Signature

\_\_\_\_\_  
Date

FOR OFFICE USE ONLY

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

Application No: \_\_\_\_\_

Fee Amount: \_\_\_\_\_

Receipt No. \_\_\_\_\_

Date of Planning and Zoning Board Public Hearing: \_\_\_\_\_

Date notice published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date of Local Planning Agency Public Hearing: \_\_\_\_\_

Date notice published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date(s) of Board of County Commissioners Public Hearing(s): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Date(s) notice published: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date Notice of Enactment of Ordinance published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Board of County Commissioners decision: \_\_\_\_\_

(Granted/Denied)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 24-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING SECTION 14.11 (b) (11) ENTITLED SPECIAL PERMITS FOR ESSENTIAL SERVICES BY ADDING ALL TELECOMMUNICATION TOWER CONSTRUCTION MUST PROVIDE A GENERATOR FOR BACKUP POWER TO PROVIDE POWER FOR A MINIMUM OF 48 HOURS. ALL CO-LOCATION ON AN EXISTING TOWER MUST BE CONNECTED TO THE EXISTING GENERATOR OR PROVIDE THEIR OWN GENERATOR TO SERVE THEIR EQUIPMENT FOR A MINIMUM OF 48 HOURS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Suwannee County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Suwannee County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required a public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, pursuant to Section 125.01, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, concerning said application for an amendment;

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 24-01, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 14.11 entitled Special Permits for essential services, is hereby amended to read, as follows:

14.11 (b) (11) ENTITLED SPECIAL PERMITS FOR ESSENTIAL SERVICES BY ADDING ALL TELECOMMUNICATION TOWER CONSTRUCTION MUST PROVIDE A GENERATOR FOR BACKUP POWER FOR A MINIMUM OF 48 HOURS. ALL CO-LOCATION ON AN EXISTING TOWER MUST BE CONNECTED TO THE EXISTING GENERATOR OR PROVIDE THEIR OWN GENERATOR TO SERVE THEIR EQUIPMENT FOR A MINIMUM OF 48 HOURS.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this \_\_19TH\_\_ day of \_\_MARCH\_\_  
2024.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
Barry A. Baker, County Clerk

\_\_\_\_\_  
Travis Land, Chairman



# SUWANNEE COUNTY CONSERVATION DISTRICT

1525-B Ohio Avenue South

Live Oak, FL 32064

(386)362-2622 Ext 3 ~ [www.suwanneeconservation.org](http://www.suwanneeconservation.org)

~

*Serving Suwannee, Lafayette, and Hamilton Counties with Conservation and  
Land Use Management of Soil and Water Resources  
"Over Seventy Years of Service"*

## Executive Summary

### **Objective:**

To request the Suwannee County Board of County Commissioners to approve a pay increase for the Suwannee County Conservation District (SCCD) Technician from his current rate of \$19.88/HR to a new rate of \$23.95/HR. This new rate would be retroactive to the pay period beginning on December 25<sup>th</sup>, 2023, per Florida Department of Agriculture and Consumer Services (FDACS) request.

### **Consideration:**

The SCCD has a contract with the FDACS to fund our technician positions through June of 2025.

FDACS is working to increase the pay rate of contracted technicians to make salaries more consistent throughout the state.

### **Budget Impact:**

Suwannee county will be reimbursed 100 percent for the technician position salary through the contract between SCCD and FDACS.

### **Recommendations:**

The Suwannee County Conservation District respectfully requests the Suwannee County Board of County Commissioners to approve the pay increase for our conservation technician retroactive to the pay period beginning December 25<sup>th</sup>, 2023. This will make the pay rate for our technician consistent with other technicians in the state.

Respectfully Submitted,

Andrew Jackson

Suwannee County Conservation District Chaiman

OFFICE OF AGRICULTURAL WATER POLICY  
(850) 617-1700



THE MAYO BUILDING  
407 SOUTH CALHOUN STREET  
TALLAHASSEE, FLORIDA 32399-0800

## FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES COMMISSIONER WILTON SIMPSON

---

John Garrison has been a conservation technician with Suwannee County Conservation District (SCCD) since February 2022. The Florida Department of Agriculture and Consumer Services (FDACS) Office of Agricultural Water Policy (OAWP) reimburses SCCD for their conservation technician positions. This past summer, OAWP was able to give pay raises to their state field staff. OAWP would like to give John a raise to \$49,808.46. This will bring him closer to what other state field staff are making. This is the same raise that we will give to a conservation technician with Gilchrist Soil and Water Conservation District. John has done a great job for both SCCD and OAWP and we look forward to working with him for many years. If you have any questions, feel free to contact me at 850-688-0142 or [Barton.Wilder@FDACS.gov](mailto:Barton.Wilder@FDACS.gov).

Best regards,

Barton Wilder  
Environmental Manager  
Office of Agricultural Water Policy  
Florida Department of Agriculture and Consumer Services

OFFICE OF AGRICULTURAL WATER POLICY  
850 | 617-1700



THE MAYO BUILDING  
407 SOUTH CALHOUN STREET  
TALLAHASSEE, FLORIDA 32399 0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER NICOLE "NIKKI" FRIED

---

June 1, 2022

**MEMORANDUM:**

TO: Joe Duncan, Operations and Management Consultant I Bureau  
of General Services

FROM: Angela Weeks-Samanie, Senior Management Analyst Supervisor  
Office of Agricultural Water Policy

SUBJECT: Contract #26230, Renewal 1

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The purpose of this amendment is to update the scope of work to reflect programmatic changes, renew the contract for the term of the original contract, which is three (3) years, and provide funding in support of the added term. Therefore, the value of the contract shall be increased by \$621,902.00 from \$584,186.00 to \$1,206,088.00 to align with anticipated expenditures.

Thank you in advance for your cooperation and support in getting this request processed.

If you have questions regarding this matter, please contact me at (850) 617-1706.

*Stephen Cunningham*

6/30/2022



NICOLE "NIKKI" FRIED  
COMMISSIONER

**CONTRACT AMENDMENT**

Please Respond To: Angela Weeks-Samanie, BSBM,  
FCCM, CPM  
Office of Agricultural Water  
Policy  
407 S. Calhoun Street, MS: E-1  
Tallahassee, FL 32399-0800

June 1, 2022

Andrew Jackson, Chairman  
Suwannee County Conservation District  
1525-B Ohio Ave., South  
Live Oak, FL 32064

**RE: Amendment of Contract # 26230 dated 07/01/19.**

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

The purpose of this amendment is to update the scope of work to reflect programmatic changes, renew the contract for the term of the original contract, which is three (3) years, and provide funding in support of the added term. Therefore, the value of the contract shall be increased by \$621,902.00 from \$584,186.00 to \$1,206,088.00 to align with anticipated expenditures.

Page 1, ARTICLE 1: TERM, Section 1.1, which reads as:  
1.1 Contract Period: July 1, 2019, through June 30, 2022

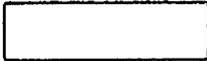
Shall be amended to read as follows:  
1.1 Contract Period: July 1, 2019, through June 30, 2025

Page two (2), ARTICLE 3: COMPENSATION & EXPENSES, Section 3.1, as previously amended, which now reads:

The DEPARTMENT will pay the RECIPIENT as follows:  
Provide the RECIPIENT remuneration in the amount not to exceed \$584,186.00 for work performed pursuant to the terms and conditions stipulated in the attached Scope of Work. Upon contract execution, an advance of \$28,000 for project start-up costs. The amount that may be advanced shall not exceed the expected cash needs of the RECIPIENT within the initial three (3) months. Thereafter, the balance of the contract amount shall be paid on a cost reimbursement basis upon receipt of invoices and appropriate supporting documentation to include any approved travel expenses pursuant to the Scope of Work and is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

Shall be amended to read as follows:  
The DEPARTMENT will pay the RECIPIENT as follows:  
Provide the RECIPIENT remuneration in the amount not to exceed \$1,206,088.00 for work performed pursuant to the terms and conditions stipulated in the attached Scope of Work. Upon contract execution,





contract amount shall be paid on a cost reimbursement basis upon receipt of invoices and appropriate supporting documentation to include any approved travel expenses pursuant to the Scope of Work and is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

Page 16, Article 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA), paragraph one (1) of subsection 10.1, as previously amended, which now reads:  
State resources awarded to the RECIPIENT pursuant to this agreement are from Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance 42.017, Agricultural Nonpoint Source Best Management Practices Implementation, \$584,186.00.

Shall be amended to read as follows:  
State resources awarded to the RECIPIENT pursuant to this agreement are from Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance 42.017, Agricultural Nonpoint Source Best Management Practices Implementation, \$1,206,088.00.

The contract Scope of Work shall be replaced in its entirety as attached.

**NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.**

*Joey B. Hicks*

Joey B. Hicks  
Director of Administration  
Department of Agriculture  
and Consumer Services

7/1/2022

(Date)

*Andrew Jackson*

(Signature)  
Andrew Jackson

(Title)  
SCCD Chairman

(Company)  
7/26/2022

(Date)





NICOLE "NIKKI" FRIED  
COMMISSIONER

**CONTRACT AMENDMENT**

an advance of \$28,000 for project start-up costs. The amount that may be advanced shall not exceed the expected cash needs of the RECIPIENT within the initial three (3) months. Thereafter, the balance of the contract amount shall be paid on a cost reimbursement basis upon receipt of invoices and appropriate supporting documentation to include any approved travel expenses pursuant to the Scope of Work and is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

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Shall be amended to read as follows:

State resources awarded to the RECIPIENT pursuant to this agreement are from Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance 42.017, Agricultural Nonpoint Source Best Management Practices Implementation, \$1,206,088.00.

The contract Scope of Work shall be replaced in its entirety as attached.

**NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.**

*Joey B. Hicks*

Joey B. Hicks  
Director of Administration  
Department of Agriculture  
and Consumer Services

7/1/2022

(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date)



**SCOPE OF WORK**

**Suwannee County Conservation District  
Conservation Technician Best Management Practices Implementation Assistance**

**I. BACKGROUND**

The Florida Department of Agriculture and Consumer Services (FDACS) is authorized to develop and adopt agricultural best management practices (BMPs), and to assist agricultural producers with BMP implementation (sections 373.4595, 403.067, and 570.93, F.S.).

Sections 373.4595 and 403.067, F.S., require agricultural landowners/producers within basin management action plans (BMAPs) to implement and maintain all applicable BMPs adopted by FDACS or conduct water quality monitoring prescribed by the Florida Department of Environmental Protection (FDEP). To facilitate BMP implementation and verification of BMP implementation, FDACS contracts with various soil and water conservation districts (SWCDs) to provide technical assistance to producers with BMP enrollment and implementation to meet statutory requirements.

**II. OBJECTIVES**

To assist agricultural producers with meeting BMP implementation requirements, the Suwannee County Conservation District, the RECIPIENT, will provide three (3) Conservation Technician positions to carry out the tasks described in this scope of work. The Suwannee County Conservation District Conservation technician(s) will assist in increasing enrollment in the BMP program, increasing implementation verification site visits and BMP implementation assistance. Additionally, the Conservation Technician(s) will assist in delivery of the FDACS BMP cost-share program giving priority to BMAPs and projects that provide the greatest nutrient reduction benefits to water resources.

**III. RECIPIENT RESPONSIBILITIES**

1. The RECIPIENT must:
  - a. Adopt formal human resource standard operating procedures and practices to include but not limited to the following:
    - An Employee Handbook
    - Position vacancy advertising (**Attachment I**)
    - Position descriptions
    - Selection process
    - Selection panel to include the RECIPIENT and FDACS.
    - Training
  - b. Provide three (3) Conservation Technician(s) and a RECIPIENT Project Manager to complete the deliverables described in **Section V. DELIVERABLES, MINIMUM**

**PERFORMANCE STANDARDS, DOCUMENTATION, DUE DATES** during this AGREEMENT's contractual period. The minimum performance standards for these positions will be pro-rated according to the length of the contract and the number of months the Conservation Technician(s) and RECIPIENT Project Manager are employed in the position.

- c. Provide office support to process and track payroll, payments and invoices to FDACS. The Conservation Technician expenditures approved under this AGREEMENT must be tracked by category, year-to-date as listed in **Section IX. CONTRACT BUDGET** table on the **EXPENDITURE DETAIL REPORT (Attachment H)**.

**Note:** Any travel or proposed salary increases for Conservation Technician(s) or support staff being funded through this AGREEMENT must be approved in writing by the FDACS Project Manager and the FDACS Contract Manager before execution. Any changes to the approved budget are contingent upon availability of funds.

- d. Ensure all personnel hired for and funded through this AGREEMENT:
- Holds a valid Florida Driver License with a good driving record,
  - Passes a background check, and;
  - Attests in writing to their willingness to comply with all state and federal laws to include those regarding ethics and state financial assistance, **COMPLIANCE ATTESTATION STATEMENT, (Attachment J)** prior to being hired.
- e. Ensure the work performed in this AGREEMENT follows priorities identified by the FDACS Project Manager, defined in the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)** and as specified in the Scope of Work.

**Notes:** FDACS will not reimburse the RECIPIENT for any work that does not fall within the deliverables outlined in this AGREEMENT.

- f. Meet with the FDACS Project Manager to discuss the Conservation Technician(s) performance rating(s), quarterly. Performance will be evaluated as Satisfactory or Unsatisfactory. Any Unsatisfactory performance shall require the RECIPIENT to provide a corrective action plan to redirect the Unsatisfactory performance.

**Note:** Three (3) or more Unsatisfactory performance ratings is not acceptable under this AGREEMENT. FDACS reserves the right to discuss disciplinary action up to and including dismissal with the RECIPIENT.

- g. Ensure all personnel demonstrate, model and reinforce the FDACS/OAWP mission and fundamental values of fairness, cooperation, respect, commitment, excellence, honesty, and teamwork, in their interactions with stakeholders, producers and all other citizens of the State of Florida.

- h. Attend, at a minimum the OAWP Annual Cost-Share and Conservation Technician Partner meetings with the RECIPIENT Project Manager/Administrative personnel and the Conservation Technician(s). Funding is available for one board member, the RECIPIENT Project Manager/Administrative personnel, and the Conservation Technician(s) funded through this AGREEMENT.
- i. Work with NRCS to schedule a technical business working group meeting to identify RECIPIENT priorities and to discuss cost-share priorities to maximize FDACS funding resources in collaboration with NRCS funding to address common area specific resource concerns. The RECIPIENT will present potential cost-share projects for discussion at the meeting as identified in collaboration with FDACS.
- j. Account for State funds separately from the RECIPIENT's funds to comply with state audit requirements. If the RECIPIENT elects to receive electronic reimbursements from the State of Florida, the funds may be deposited into a general fund and transferred to the separate FDACS Conservation Technician account.
- k. All disbursements from the account must be made on either pre-numbered checks or warrants drawn on proper depository accounts or through the automated clearing house (ACH) transfer electronically from bank to bank on proper depository accounts. A separate bank account is not required, but the RECIPIENT may elect to do so as their preferred practice.

Advance Payments provided by FDACS are encouraged to be invested in an interest-bearing account. Any interest earned on those funds must be returned to FDACS at the end of the contract period.

- l. Maintain an inventory log of any equipment purchased through this AGREEMENT using the **EQUIPMENT INVENTORY REPORT, (Attachment L)** and provide it to the FDACS Project Manager by the third month of each quarter (*September, December, March, June*) for review with that month's invoice submittal.
  - m. Provide a vehicle dedicated 100% for the purposes of this AGREEMENT for each Conservation Technician to drive and be reimbursed for fuel, maintenance, and insurance.
2. When applicable, FDACS will reimburse the RECIPIENT for the purchase of a new vehicle up to the amount approved available in the contract budget. To be reimbursed, the RECIPIENT must submit a bill of sale along with a copy of the cancelled check or other proof of payment and proof the vehicle is insured with the required Personal Injury Protection (PIP) and Property Damage Liability (PDL) automobile insurance.

**Note:** The RECIPIENT must maintain Florida insurance coverage continuously throughout the registration period regardless of the vehicle's location.

3. If the RECIPIENT is utilizing funds from this AGREEMENT for the purchase of a vehicle for the Conservation Technician(s) to drive for work related to this AGREEMENT, it must be:

- A new vehicle,
- A truck, sport utility or utility vehicle,
- Approved by the FDACS Contract Manager before being ordered,
- Properly insured and maintained according to the manufacturer's recommendations and;
- A smoke-free and tobacco free environment. All operators or passengers in this vehicle must refrain from smoking or using tobacco during operation, the conduct of business in the presence of the public or any non-smoking passenger regardless of where that business is conducted.

**Note:** A sign shall be posted inside the vehicle advising persons that smoking and tobacco use is prohibited.

**Note:** As an eligible user, the RECIPIENT may purchase the vehicle through purchasing agreements established and State Term Contracts pursuant to section. 287.057, F.S. To do so, the RECIPIENT must request a quote for written pricing or services information from a State Term Contract vendor for Motor Vehicles and contact the Florida Department of Management Services (DMS) at (850) 922-5555 to be granted formal approval.

**Exception:** The vehicle may only be purchased elsewhere if the RECIPIENT was not granted permission to use the State Term Contract by the DMS or the State Term Contract vendor cannot honor the quoted price by the timeframe of this AGREEMENT. The RECIPIENT must show proof of the above justified reasons for not using the State Term Contract. The RECIPIENT must take possession of the vehicle before invoicing FDACS for reimbursement.

4. If the vehicle provided to the Conservation Technician(s) by the RECIPIENT requires repairs that will exceed 1 day, the Conservation Technician(s) will be allowed to rent a vehicle and be reimbursed at a comparable state contracted rate during those instances.

**Note:** Vehicle rentals submitted for reimbursement must be related to this FDACS AGREEMENT, must be a cost-savings to the state, and must be documented on **IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT (Attachment C)**. Personal use is prohibited.

5. If FDACS provided reimbursement in this or prior AGREEMENTS for a new vehicle for the Conservation Technician(s), the RECIPIENT must continue to properly maintain the vehicle according to the manufacturer's recommendations. Maintain the proper insurance in the amounts required by the State of Florida and provide proof of such insurance upon request by a FDACS representative. Any vehicle must be marked with an

identification tag that will indicate the AGREEMENT between the RECIPIENT and FDACS and be available for inspection by a FDACS representative.

**Notes:**

- If this AGREEMENT is terminated or not renewed, FDACS reserves the right to require the return of the vehicle for reassignment to another RECIPIENT for similar work.
  - Personal use of equipment purchased through this AGREEMENT is prohibited. It violates the law and this AGREEMENT, and it will subject violators to financial compensation to the state of Florida and immediate equipment recall.
6. Submit monthly invoices to FDACS for payment, along with the deliverable documentation described in **Section VI. PAYMENT REQUEST SUBMITTALS**.
  7. Ensure the assets referenced in **Section IV. FDACS RESPONSIBILITIES, subsection 4**, as provided under this AGREEMENT by FDACS are used exclusively for work performed under this Scope of Work.

**IV. FDACS RESPONSIBILITIES**

1. The FDACS Project Manager must:
  - a. Provide the necessary training and guidance to the Conservation Technician(s) on enrollments, implementation verification site visits, cost share process, corrective actions, standard operating procedures, and the mission and values of OAWP.
  - b. Establish priorities for work assignments, direct the RECIPIENT, RECIPIENT Project Manager and Conservation Technician(s) consistent with the established priorities to accomplish the deliverables under this scope of work, and monitor related performance, as defined in the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)**.
  - c. Monitor, evaluate and document the performance of the Conservation Technician(s) in achieving the Minimum Performance Standards as set forth for each deliverable using the **FIELD STAFF ACTIVITY** and **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)** and provide to the RECIPIENT, the Conservation Technician(s), and the RECIPIENT Project Manager in coordination with the FDACS Contract Manager by the 15<sup>th</sup> of each month.
  - d. Contact the RECIPIENT'S Project Manager immediately following an Unsatisfactory performance rating at any given month to discuss deficiencies and correction.
  - e. Meet with the RECIPIENT and RECIPIENT Project Manager to discuss the Conservation Technician(s) performance rating(s), quarterly.

- f. Review the inventory log of any equipment purchased through this AGREEMENT using the **EQUIPMENT INVENTORY** form (**Attachment K**) submitted by the RECIPIENT. This log will be used to track the equipment and to ensure the transfer of these assets should this AGREEMENT be terminated. Any equipment at a value of \$1,000 or more will be issued a state of Florida property tag.
        - g. Communicate, at a minimum, monthly with the FDACS Contract Manager regarding the performance of the Conservation Technician(s) performance and notify the Contract Manager and the RECIPIENT of any issues associated with the work outlined in this scope of work within five (5) business days of those issues.
2. The FDACS Contract Manager must:  
Monitor and track the contract deliverables and other requirements through monthly communication and reviews of the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)**, **FIELD STAFF ACTIVITY REPORT (Attachment A)**, and those forms generated through the OAWP database by the FDACS Project Manager to verify the RECIPIENT meets its responsibilities.
3. When applicable, FDACS will reimburse the RECIPIENT for the purchase of a new vehicle up to the amount approved available in the contract budget. To be reimbursed, the RECIPIENT must submit a bill of sale along with a copy of the cancelled check or other proof of payment and proof the vehicle is insured with the required Personal Injury Protection (PIP) and Property Damage Liability (PDL) automobile insurance.  
**Note:** RECIPIENT must maintain Florida insurance coverage continuously throughout the registration period regardless of the vehicle's location.
4. FDACS will provide the Conservation Technician(s) the following assets for the purpose and duration of this AGREEMENT:
  - a. Cellular phone,
  - b. Computer, and
  - c. Department email address.**Note:** Personal use of the assets is prohibited. Assets and personal assets used to conduct business under this AGREEMENT are subject to Florida's public records law (Chapter 119, F.S.).
5. Upon contract execution and receipt of an initial invoice, FDACS will make an advance of **\$41,000** to the RECIPIENT for start-up funds.
6. FDACS will make monthly payments to the RECIPIENT upon receipt of a valid invoice with adequate supporting documentation, as described in **Section VI. PAYMENT REQUEST SUBMITTALS**.

**V. DELIVERABLES, MINIMUM PERFORMANCE STANDARDS, DOCUMENTATION, DUE DATES**

**DELIVERABLE #1: ASSIST PRODUCERS WITH ENROLLING IN THE FDACS BEST MANAGEMENT PRACTICES (BMP) PROGRAM.**

Each Conservation Technician must assist agricultural producers in enrolling in the FDACS BMP Program by working with agricultural producers to complete the BMP checklist from the applicable FDACS adopted BMP manuals and filing the **NOTICE OF INTENT TO IMPLEMENT BMPs (NOI)**. The Conservation Technician(s) are responsible for working with agricultural producers to identify ALL applicable BMPs for their specific commodity type, operation, and conditions. Enrollments will be coordinated with the FDACS Project Manager (PM). Assignments may be made using the ESRI Workforce software program.

**Minimum Performance Standards:**

Each Conservation Technician must contact producers assigned by the FDACS Project Manager to schedule a BMP enrollment appointment. Each Conservation Technician must enroll the producers in FDACS BMP Program to meet the goals set forth in the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)** as assigned by the FDACS Project Manager. NOI and Change Form documentation shall be submitted to and received by the FDACS Project Manager within 5 business days of producer's signature. Enrollments shall be tracked in the **Field Staff Activity Report (Attachment A)**. Producers that do not respond after two contact attempts will be referred to FDEP.

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**DELIVERABLE #2: CONDUCT IMPLEMENTATION VERIFICATION (IV) SITE VISITS.**

FDACS is required to conduct IV site visits every two years on properties enrolled in the FDACS BMP Program. Each Conservation Technician must conduct IV site visits on properties assigned to the Conservation Technician(s) by the Project Manager at least every two years. The IV site visits include a site review of BMPs and cost-share projects, review of records required by the BMP manual(s) to ensure proper implementation of BMPs and cost-share projects, and a collection and review of records on the total amount of nitrogen and phosphorus applied on properties enrolled to provide nutrient use information in BMAP areas to FDEP. Producers that do not respond after two contact attempts will be referred to FDEP and will count as an IV site visit contact attempt for the Conservation Technician(s). Contact attempts and results of the IV site visit must be recorded in the OAWP database.

**Minimum Performance Standards:**

Each Conservation Technician must contact all properties assigned to them by the Project Manager for an IV site visit within the assigned time and must conduct the assigned IV site visits within the assigned time frame and documented in the **FIELD STAFF ACTIVITY REPORT (Attachment A)**. Monthly and annual assigned NOIs located both in Priority and Non-Priority BMAP areas for the first year and re-evaluated each year. IVs will be completed by following the priority established by the Project Manager and the goals set forth in the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)**. All appropriate paperwork for the IV site visits must be received by FDACS within 10 business

days of the conducted date of the IV site visit. Appropriate paperwork includes, but is not limited to, completed IVs, Change Forms, FSAID Feedback for non-enrollable acres, list of non-responsive producers, checklist change acknowledgement forms, corrective action acknowledgement forms and remedial action acknowledgement forms.

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**DELIVERABLE #3: PROVIDE COST-SHARE ASSISTANCE.**

Each Conservation Technician must inform producers of BMP-related assistance programs offered by FDACS, the water management districts, and other entities as applicable. This includes making referrals to Mobile Irrigation Labs (MILs) in their areas for irrigation system evaluations, a required BMP in each BMP manual. While there are many BMPs that are eligible for cost share, the Conservation Technician(s) should prioritize BMPs that have the greatest potential for Nutrient Reduction and Water Conservation. Cost share applications must be submitted to the OAWP database. Cost share agreements must be fully executed. Requests for Reimbursement (RFRs) must be expedited and must include required cost share documentation before reimbursement will be approved.

Each Conservation Technician must assist producers who are participating in FDACS cost-share programs. This primarily pertains to on-site equipment or project completion verification, and the completion and submittal of a **BMP Certification and Request for Cost-Share Reimbursement** form with supporting documentation.

**Minimum Performance Standards:**

Each Conservation Technician must work with producers to accurately complete cost-share agreements to meet the goals outlined in the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)** during the fiscal year, subject to available cost-share funding. A cost-share assist is defined as a completed cost-share agreement. Each Conservation Technician must document the number of FDACS cost-share assists, including the NOI numbers in the OAWP database, **FIELD STAFF ACTIVITY REPORT** and submit the report to the RECIPIENT Project Manager and the FDACS Project Manager by the 10<sup>th</sup> of each month for the previous month's work. This report must be submitted as part of the invoice package that is submitted to FDACS.

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**DELIVERABLE #4: PARTICIPATE IN STAFF MEETINGS AND ALL TRAININGS AND MONTHLY ONE-ON-ONE FDACS PROJECT MANAGER AND CONTRACT MANAGER DELIVERABLES REVIEWS.**

Participation in staff meetings is required for the Conservation Technician(s) to receive budget, priorities, training, and other information provided by the Project Manager. The Conservation Technician(s) must participate in any required training to increase understanding of the FDACS-adopted BMPs, promote consistency in conducting onsite BMP assessments/enrollments, conduct BMP IV site visits, and enhance effectiveness in business with producers on BMP implementation. This training may include events conducted by the FDACS/OAWP, or other professionally conducted training events relevant to the

understanding and communication of agricultural BMPs and BMP technologies applicable to the commodities with which each Conservation Technician is working. The Conservation Technician(s) must participate in one-on-one discussions with the FDACS Project Manager monthly to discuss contract requirements. Unless in-person meetings are required by the FDACS Project Manager, the discussions may occur as a phone conversation.

Travel to any training or meeting that requires overnight travel or registration fees in excess of \$100 must be pre-approved in writing by the FDACS Project Manager and FDACS Contract Manager before travel commences.

**Minimum Performance Standards:**

Each Conservation Technician must participate in staff meetings, training events and monthly staff meetings either in person or through the use of telephonic means based on the goal outlined in the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN (Attachment G)**. The number of events attended must be supported through the submission of agendas, presentations, and attendee sign-in lists (in PDF format) by each Conservation Technician to the RECIPIENT Project Manager and the FDACS Project Manager by the 10<sup>th</sup> of each month for the previous month's work.

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**DELIVERABLE #6: SUBMIT THE CONTRACT FINANCIAL CLOSE-OUT AND RECONCILIATION REPORTS AND A COPY OF AN ANNUAL AUDIT.**

Provide the Contract Financial Close-out and Reconciliation reports and a copy of an annual audit.

Sections 215.97 and 218.39, F.S., requires an annual financial audit of the RECIPIENT's organization be conducted by a Certified Public Accountant.

**Minimum Performance Standards:**

The RECIPIENT must submit to FDACS:

1. Within 15 business days of contract termination or of the final payment, the contract close-out reports, using the **CONTRACT FINANCIAL CLOSE-OUT (Attachment E)** and the **CONTRACT FINANCIAL RECONCILIATION (Attachment F)**. The RECIPIENT must return all unspent FDACS funds and any interest earned along with the close-out package.
2. Within 15 business days of its completion, a copy of the organization's annual audit report.

**Note:** RECIPIENTs receiving \$750,000 or more in State Financial Assistance will not receive funding for the cost of their audit.

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**CONTRACT TOTAL: \$1,206,088.00**

## VI. PAYMENT REQUEST SUBMITTALS

Once the RECIPIENT receives the approved monthly **FIELD STAFF ACTIVITY REPORT**, and the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN** for Deliverables 1-4 from the FDACS Project Manager, the RECIPIENT must submit all applicable **REPORTS**, supporting **DOCUMENTATION**, and properly completed **INVOICES** electronically to the FDACS Project Manager and FDACS Contract Manager at [OAWPInvoices@FDACS.gov](mailto:OAWPInvoices@FDACS.gov) for review and payment processing.

To receive payment, invoices must include the following information (Attachment D):

### INVOICE

Invoices must be submitted monthly and must include the following:

1. Name and address of RECIPIENT (authorized payee).
2. Recipient-assigned invoice number.
3. Official FDACS contract number (see upper right-hand corner of the first page of executed contract.)
4. Title of the services performed as referenced on the first page of the Scope of Work.
5. Dates of goods/services.
6. Expenditures broken out by the budgeted line-item categories defined in **Section IX. CONTRACT BUDGET**.
7. Billing amount.

Invoices requesting advance payment must have "ADVANCE PAYMENT REQUIRED" included at the top of the invoice.

**Note:** This shall apply to any subsequent advance payments, as applicable.

The last invoice for payment must have the words "FINAL INVOICE" included at the top of the invoice.

### DOCUMENTATION

Invoices are to be submitted monthly and must include a copy of the information listed below for any allowable contract-related expenditure that applies. There must be sufficient documentation for a proper pre-audit and post-audit, including, but not limited to the following:

#### **Salaries/Benefits**

- o **Timesheets** - Signed and dated by each Conservation Technician and the RECIPIENT supervisor.
- o **Payroll** - Payroll Reconciliation Detail/Registers showing salary, payroll taxes, and benefits expense.

### **Travel**

When requesting reimbursement for travel over a 24-hour period that includes the following expenditures, it must be requested on a **State of Florida IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT, FDACS-01173 Rev. 09/12 (Attachment C)** in compliance with Section 112.061, F.S., and travel restrictions imposed by Chapter 2019-10, Laws of Florida, and must include the following supporting documentation:

- **Lodging, meals, per diem, or incidentals** (taxi, tolls or car rental) must be requested on a State of Florida **IN-STATE TRAVEL EXPENSES VOUCHER FOR REIMBURSEMENT form, FDACS-01173, Rev. 09/12 (Attachment C)** and include a copy of paid hotel receipt(s), any meeting, conference, or training agendas, PowerPoint presentations, brochures or supporting documentation and sign-in sheets where available.
- **Transportation** - The most efficient and economical form of transportation must be used for all travel under the contractual agreement, (rules 69I-42.002(8) and (9), F.A.C.). When a vehicle owned by the RECIPIENT is not available, the traveler should rent a vehicle under the state contracted rate. Travelers are required to rent a compact car on the Rental Vehicles State Term Contract through the shared State of Florida reservation portal <https://www.carrental.com/abgPartners/sof/>. If a traveler chooses to upgrade for personal convenience, the RECIPIENT or the traveler will be responsible for the difference.

#### **Notes:**

- Mileage for vehicles owned by the RECIPIENT is not reimbursable under this AGREEMENT. (*see Fuel for additional clarification*). Approval to use a personal vehicle as a means of transportation with mileage reimbursement will be considered on a case-by-case basis and may only be granted when there are extenuating circumstances beyond the traveler's control. It must be approved by the FDACS Project Manager before travel commences.
- Approval will not be granted for convenience.
- **Fuel for Rental Car** – (an incidental expense) when using a Rental Car for travel (more than 24 hours), a copy of the paid fuel receipt(s).

**Note:** To be reimbursed, the Conservation Technician staff must use the octane rating required by the manufacturer for the type of vehicle being rented. Consult the owner's manual if you are unsure.

### **Utilities**

- Electricity, Water, Sewer

### **Miscellaneous / Other**

- Fuel (other than travel) for RECIPIENT vehicles for day-to-day operation requires fuel receipts and mileage documented on form **VEHICLE TRIP RECORD (Attachment B)**.

**Note:** To be reimbursed, the Conservation Technician staff must use the octane rating required by the manufacturer for the type of vehicle being rented. Consult the owner's manual if you are unsure.

- Office/field supplies, postage, office phone, internet, cell phones services (breakdown of FDACS portion of each bill),
- Vehicle maintenance and insurance for the vehicle utilized for services provided under this AGREEMENT,
- Workers Compensation insurance for the MIL staff's pro-rata share of the coverage,
- General liability insurance,
- Rent,
- Contracted services (bookkeeping, CPA, etc.)

**Note:** Stipends are taxable and will be included as income.

#### ***Equipment***

- Any equipment purchased with state funds for field or office with a purchase price of \$1,000 or greater must include a copy of the invoice with proof of payment. Pursuant to Section X of this AGREEMENT, any purchase of equipment over \$300 must obtain written approval from the FDACS Contract and Project Managers.

**Note:** Disposition of surplus property/equipment for which FDACS provided reimbursement in prior contracts or under this AGREEMENT shall be in accordance with the provisions set forth in s. 274.05 with the following exceptions:

- (1) Serviceable equipment no longer needed by the RECIPIENT shall first be offered at fair market value to any or all other RECIPIENTS under contract with FDACS providing Conservation Technician Best Management Practices Implementation Assistance.
- (2) The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, F.S., shall be followed if it is determined that no other RECIPIENTS under contract with FDACS providing Conservation Technician Best Management Practices Implementation Assistance has need of the equipment.
- (3) All proceeds from the sale of any real or tangible property for which FDACS provided reimbursement in prior contracts or under this AGREEMENT shall be deposited in the RECIPIENT'S FDACS/OAWP state fund account to be used to supplement the replacement of such property unless otherwise specifically designated by FDACS.

#### ***Administrative Overhead/Indirect Cost***

- Limited to 5%

***Expenditure Detail Report***

- Monthly report depicting expenditures year-to-date by categories listed in **Section IX. CONTRACT BUDGET** (i.e. Salaries, Benefits, Equipment, Utilities, Travel, Vehicle Expenses, Miscellaneous, Administrative Overhead/ Indirect Cost, and Audit), remaining balance by category, and total expenditures to date.

***Monthly Activity Logs:***

- **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN.**
- **FIELD STAFF ACTIVITY REPORT** from the OAWP database

**VII. FINANCIAL CONSEQUENCES**

FDACS recognizes that catastrophic and/or extreme weather events may interfere with the daily work of the Conservation Technician staff for an extended period and may result in a failure to meet the Minimum Performance Standards as specified in **Section V. DELIVERABLES, MINIMUM PERFORMANCE STANDARDS, AND BUDGET**, Deliverables 1 through 4. The Conservation Technician staff may make up missed deliverables in a future month only if the RECIPIENT was granted a waiver by the Director of OAWP or designee based on written justification provided by the RECIPIENT for those months they did not meet their goal. Otherwise, if the RECIPIENT fails to meet the Minimum Performance Standards by the end of each quarter, the request for reimbursement of the third monthly invoice of each quarter will be decreased as follows:

1. The RECIPIENT must perform all tasks and submit all reports and deliverables within the timeframes established in compliance of the contract:
  - The request for reimbursement, as specified in **Section VI. PAYMENT REQUEST SUBMITTALS** will be decreased by \$100.00 per day for each business day beyond the due date as defined in Deliverables 1-5 until provided to the FDACS Project Manager, unless the RECIPIENT received written approval from the Department for an extension to the due date as specified in **Section V. DELIVERABLES, MINIMUM PERFORMANCE STANDARDS, DOCUMENTATION, DUE DATES.**
2. If the RECIPIENT fails to meet the Minimum Performance Standards as defined in the **CONSERVATION TECHNICIAN PERFORMANCE WORK PLAN, (Attachment G)** for Deliverables 1-5 above each month by the end of the third month, the request for reimbursement will be decreased by 5% for that third month.

**VIII. CONTRACT MANAGEMENT**

**For FDACS:**

**Contract Manager**  
 Jennifer Baker, FCCM  
 Contract Administration Analyst  
 FDACS/OAWP  
 407 S. Calhoun Street, MS: E1  
 Tallahassee, FL 32399-0800  
 Jennifer.Baker@FDACS.gov  
 (850) 617-1708

**Project Manager**  
 Barton Wilder or OAWP Designee  
 Environmental Manager  
 FDACS/OAWP  
 729 E. Wade Street  
 Trenton, FL 32693  
 Barton.Wilder@FDACS.gov  
 (850) 688-0142 Cell

**For RECIPIENT:**

**Contract Manager**  
 Andrew Jackson, Chairman  
 Suwannee County Conservation District  
 1525-B Ohio Ave., South  
 Live Oak, FL 32064  
 (386) 362-2622

**IX. CONTRACT BUDGET \*\***

Fiscal year budgets below are contingent on an annual legislative appropriation and compliance with purchasing and procurement laws.

Line-Item Category	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	TOTAL
Salaries	\$104,342.54	\$103,910.34	\$93,771.38	\$141,000.00	\$141,000.00	\$141,000.00	\$725,024.26
Benefits	\$36,743.88	\$38,398.36	\$38,880.66	\$53,580.00	\$53,580.00	\$53,580.00	\$274,762.90
Equipment	\$0.00	\$0.00	\$29,996.80	\$0.00	\$0.00	\$0.00	\$29,996.80
Travel	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$7,500.00
Miscellaneous	\$47,480.39	\$8,944.44	\$12,946.44	\$14,000.00	\$14,000.00	\$14,000.00	\$111,371.27
Subtotal	\$188,566.81	\$151,253.14	\$175,595.28	\$211,080.00	\$211,080.00	\$211,080.00	\$1,148,655.23
Admin Fee (5 %)	\$9,428.34	\$7,562.67	\$8,779.76	\$10,554.00	\$10,554.00	\$10,554.00	\$57,432.77
Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>FY TOTAL</b>	<b>\$197,995.15</b>	<b>\$158,815.81</b>	<b>\$184,375.04</b>	<b>\$221,634.00</b>	<b>\$221,634.00</b>	<b>\$221,634.00</b>	<b>\$1,206,088.00</b>

\* Purchase of any field or office equipment over \$300 not previously approved through the above budget requires written justification and pre-approval by the FDACS Project and Contract Manager.

\*\* Annual budget amounts are estimates and will vary according to the timing of the disbursements.

\*\*\* The budgeted amount for an audit is based on a FDACS pro-rata share of the expense. The actual amount will be determined and invoiced separately. *Administrative Fees may not be charged to the cost of the audit.*

\*\*\*\* Yearly Salaries and Benefits do not include a cost-of-living increase. Any salary and benefit increases will follow state policy regarding salary increases and must be approved by FDACS in writing before granting the increase.

# SUWANNEE COUNTY

## Planning & Zoning

### Executive Summary Broken Pines Subdivision

Objective: Request is for approval of a minor subdivision containing two lots.

Considerations: A division was previously made from the parent parcel. The remaining property must be platted to be eligible for permit.

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

**APPLICATION FOR PRELIMINARY PLAT APPROVAL**

**THE UNDERSIGNED HEREBY APPLIES TO THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA FOR PRELIMINARY APPROVAL OF A PROPOSED SUBDIVISION TO BE CALLED**

**BROKEN PINE**

**I. LEGAL DESCRIPTION OF PROPERTY:**

Part of the SE ¼ of the SE1/4 of Section 27, Township 2 South, Range 12 East, Suwannee County, Florida.

**II. APPROXIMATE AREA OF SUBDIVISION: 10.02 ACRES**

**III. TOTAL NUMBER OF LOTS OR PARCELS: 2**

**IV. SIZE OF LOTS: 5.01 acres**

**V. DIRECTIONS TO PROPERTY:** Located in the northwest corner of the intersection of 96<sup>th</sup> St and 169<sup>th</sup> Road.

**VI. OWNER (S)**

NAME

MAILING ADDRESS

TELEPHONE

**VII. SUBDIVIDER**

NAME

MAILING ADDRESS

TELEPHONE

**J. SHERMAN FRIER AND ASSOC. INC.**

130 WEST HOWARD STREET

LIVE OAK, FLORIDA, 32064

386-362-4629

**VIII ENGINEER**

NAME

MAILING ADDRESS

TELEPHONE

N/A

**IX. SURVEYOR  
NAME**

**MAILING ADDRESS**

**TELEPHONE**

**J SHERMAN FRIER AND ASSOC. INC.  
130 WEST HOWARD STREET  
LIVE OAK, FLORIDA, 32064**

**386-362-4629**

**X. VARIANCES THAT WILL BE REQUESTED:  
N/A**

**THE OWNER OF THIS PROPERTY AND THE UNDERSIGNED AGREE  
TO CONFORM TO ALL REQUIREMENTS OF THE SUWANNEE COUNTY  
SUBDIVISION REGULATIONS AND TO ALL APPLICABLE LAWS.**

**SIGNATURE OF APPLICANT**



**ADDRESS: 130 WEST HOWARD STREET, LIVE OAK, FLORIDA, 32064**

**DATE 2-20-2024**

# Hal A. Airth

Attorney at Law

112 West Howard Street  
Post Office Box 448  
Live Oak, Florida 32064

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April 5, 2024

Board of County Commissioners  
of Suwannee County, Florida  
Pine Avenue SW  
Live Oak, Florida 32064

Re: Part of the SE 1/4 of the SE 1/4 of Section 27, Township 2 South, Range 12 East, Suwannee County, Florida, being more particularly described as follows:

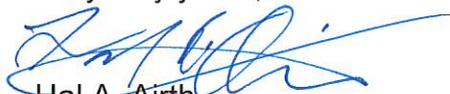
**BEGIN** at the Southeast corner of said Section 27; thence run N 89°38'12" W, along the South line of said Section 27, a distance of 439.91 feet; thence run N 00°20'25" E, a distance of 486.65 feet; thence run N 89°38'12" W, a distance of 338.51 feet; thence run N 00°20'25" E, a distance of 311.81 feet; thence run S 89°38'12" E, a distance of 786.01 feet, to the East line of said Section 27; thence run S 00°53'08" W, along said East line, a distance of 798.50 feet, to the **POINT OF BEGINNING**.

Containing 10.56 acres, more or less.

**SUBJECT TO:** Road rights-of-way along the South and East sides thereof.

I have reviewed the public records of Suwannee County, Florida, from May 21, 1971, to April 4, 2024, regarding the above described parcel. Fee simple title to the property is vested in KPONE, LLC, a Florida Limited Liability Company in good standing with the Division of Corporations. The premises is subject to the following encumbrances: (1) Right-of-way of 169<sup>th</sup> Road, along the East side; (2) the right of way of 96<sup>th</sup> Street, along the South side; (3) Mortgage in favor of Charles and Myra Thomas revocable Trust dated June 13, 2018, recorded in Official Records Book 2461 page 52 and (4) utility easement in favor of Suwannee Valle Electric Co-operative recorded in Official Records Book 327 page 769. No mineral interests with a right to enter, explore or remove the same appear of record during the period examined. The parcel is subject to taxes and assessments for the year 2024, which are not yet due and payable. NOTE: All recordings referenced herein are found in the public records of Suwannee County, Florida.

Very truly yours,



Hal A. Airth

# BROKEN PINES

IN  
SECTION 27, TOWNSHIP 2 SOUTH, RANGE 12 EAST,  
SUWANNEE COUNTY, FLORIDA

**NOTICE:**  
All plotted utility assessments shall provide that each assessment shall also be an assessment for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.

**NOTICE:**  
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and with it, in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

**ABBREVIATIONS**  
CONC. - CONCRETE  
IP - IRON PIPE  
REB. - REBAR  
ST. - STREET  
AVE. - AVENUE  
NO ID - NO IDENTIFICATION  
FL - FOUND  
CM - CONCRETE MONUMENT  
E - MORE OR LESS  
ORB - OFFICIAL RECORDS BOOK  
FG - PAGE(S)  
(FM) - FIELD MEASURED  
(P) - PLAT  
(D) - DEED  
(C) - CALCULATED  
(R) - RECORD  
O/S - OFFSET  
FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION  
P.C. - POINT OF CURVATURE  
P.T. - POINT OF TANGENCY  
P.I. - POINT OF INTERSECTION  
P.R.C. - POINT OF REVERSE CURVATURE  
P.C.C. - POINT OF COMPOUND CURVATURE  
R - RADIUS  
R/W - RIGHT-OF-WAY  
P.C.P. - PERMANENT CONTROL POINT  
P.R.M. - PERMANENT REFERENCE MONUMENT  
EP - EDGE OF PAVEMENT  
ID - IDENTIFICATION  
L.B. - LICENSED BUSINESS

**DESCRIPTION:**  
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 27, THENCE RUN NORTH 89°38'12" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 439.91 FEET; THENCE RUN NORTH 00°20'25" EAST, A DISTANCE OF 486.05 FEET; THENCE RUN NORTH 89°38'12" WEST, A DISTANCE OF 338.51 FEET; THENCE RUN NORTH 00°20'25" EAST, A DISTANCE OF 311.81 FEET; THENCE RUN SOUTH 89°38'12" EAST, A DISTANCE OF 786.01 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 27; THENCE RUN SOUTH 00°20'25" WEST ALONG SAID EAST LINE, A DISTANCE OF 788.50 FEET TO THE POINT OF BEGINNING, CONTAINING 10.58 ACRES MORE OR LESS.  
SUBJECT TO EXISTING ROAD RIGHT-OF-WAY.

### LEGEND AND NOTES:

- DENOTES P.R.M. (PERMANENT REFERENCE MONUMENT) SET, 5/8" x 18" REBAR WITH CAP, STAMPED L.B. # 7170.
  - DENOTES P.R.M. (PERMANENT REFERENCE MONUMENT) FOUND, IRON PIPE OR REBAR, SIZE AND NUMBER NOTED.
  - ⊙ DENOTES P.R.M. (PERMANENT REFERENCE MONUMENT) FOUND, NAL, NO IDENTIFICATION.
- 1) BEARINGS AND COORDINATES BASED ON UNPUBLISHED DATA (SOUTH LINE OF SECTION 27-N 89°38'12" W, ASSUMED).
  - 2) THERE ARE NO LAKES, SWAMPS, WETLANDS, MUCK POCKETS OR WATER COURSES ON SUBJECT PROPERTY.
  - 3) DISTANCES MEASURED IN U.S. FEET
  - 4) WATER SUPPLIED BY INDIVIDUAL WELL.
  - 5) SEWAGE DISPOSAL SUPPLIED BY INDIVIDUAL SEPTIC TANKS
  - 6) THERE ARE NO UTILITY EASEMENTS ADJACENT TO PLAT.
  - 7) THERE ARE NO COVENANTS OR RESTRICTIONS.
  - 8) 5/8" x 18" REBAR WITH CAP, STAMPED L.B. # 7170 SET ON ALL LOT CORNERS EXCEPT AS NOTED.

### UTILITY EASEMENT DETAIL:

30' EASEMENT AS SHOWN. EASEMENTS SHOWN HEREON FOR UTILITIES SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES.

**FLOOD ZONE INFORMATION**  
THE PROPERTY AS SURVEYED FALLS WITHIN ZONE "X" FOR THE FLOOD INSURANCE RATE MAP OF THE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY PANEL NO. 12121C 0140B.

**BUILDING SET BACKS:**  
FRONT: 30.00 FEET  
SIDE: 15.00 FEET  
REAR: 15.00 FEET

**ZONING:**  
A-1 AGRICULTURAL-1

**FINISHED FLOOR CRITERIA:**  
NO PORTION OF THE SITE RESIDES IN A DESIGNATED FLOOD PRONE AREA. NO STRUCTURE SHALL BE LOCATED WITHIN SWALES, DRAINAGE FEATURES OR DEPRESSIONS. WHEN ESTIMATE OF FINISHED FLOOR ELEVATION OF STRUCTURE, THE CONTRACTOR SHALL SET THE MINIMUM FINISHED FLOOR ELEVATION TO BE A MINIMUM OF 6" ABOVE THE HIGHEST POINT WITHIN 25 FEET OF THE BUILDING FOOTPRINT IN AROUND ON SLOPING LOTS. THE NATURAL DRAINAGE SHALL BE DIRECTED AROUND STRUCTURES WITH SWALES.

**BUILDING PERMIT NOTE:**  
A BUILDING PERMIT FOR THE CONSTRUCTION OR LOCATION OF ANY RESIDENTIAL BUILDING OR STRUCTURE SHALL NOT BE ISSUED FOR LESS THAN ONE ENTIRE LOT AS DEPICTED ON THIS SUBDIVISION PLAT, EXCEPT AS OTHERWISE PROVIDED BY LAW.

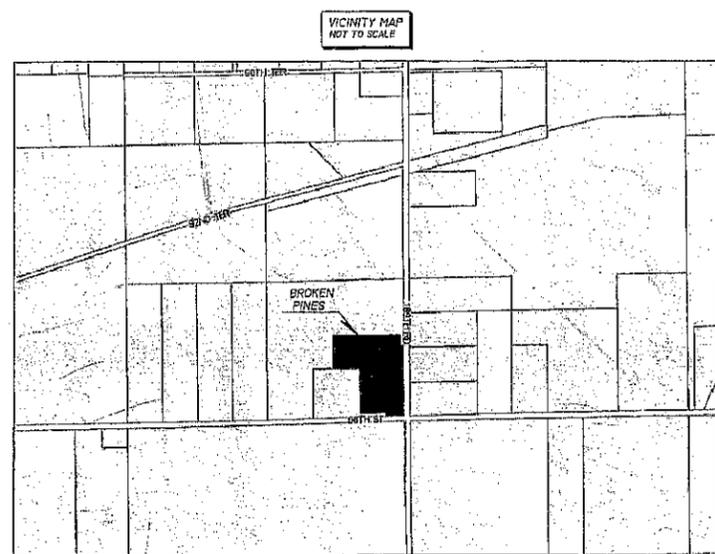
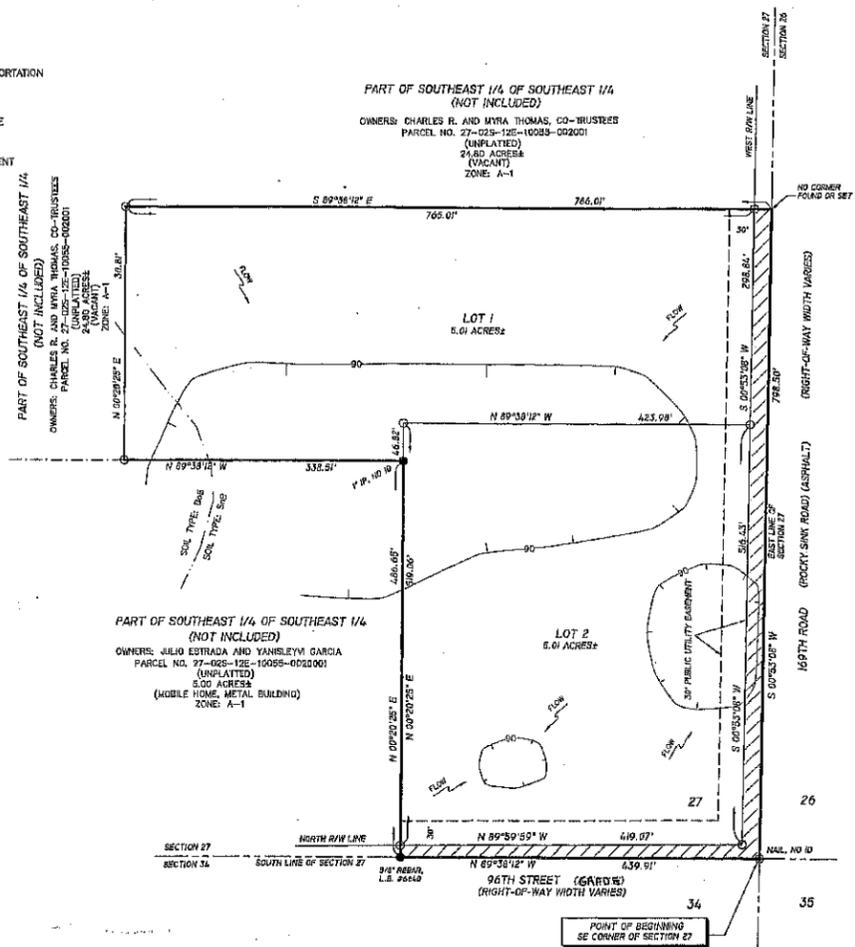
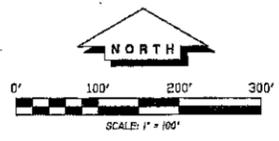
**SPECIAL NOTE:**  
WATER RUN-OFF FROM EXISTING COUNTY ROAD RIGHT-OF-WAY MAY OCCUR DURING HEAVY RAINS.

**NOTICE AND WARNING TO PROSPECTIVE PURCHASERS OF LOTS IN BROKEN PINES:**  
THERE ARE LOTS IN THE SUBDIVISION WHICH ARE IN CLOSE PROXIMITY TO VARIOUS AGRICULTURAL OPERATIONS. BE AWARE THAT SUCH AGRICULTURAL OPERATIONS MAY CAUSE ODORS, FLIES, POSSIBLE POLLUTANTS AND NOISES THAT MAY BE OFFENSIVE.

**DEVELOPER:**  
KPHONE, LLC  
508 HUNTERS GLEN  
VALDOSTA, GA 31602  
(386) 209-1052

**SUBDIVIDER'S AGENT:**  
TIMOTHY B. ALCORN  
130 WEST HOWARD STREET  
LIVE OAK, FLORIDA 32064  
(386) 362-4629

THIS PLAT HAS BEEN REVIEWED FOR CONFORMANCE WITH CHAPTER 177 BY:  
*Alice V. Geiger*  
ALICE V. GEIGER  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6872



### ADOPTION AND DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS THAT KPHONE, LLC, AS OWNER, HAS CAUSED THE LANDS HEREON DESCRIBED TO BE SURVEYED AND PLATTED TO BE KNOWN AS "BROKEN PINES" AND THAT THE ROADS, STREETS AND EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES HEREON SHOWN ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

DUSTIN C. DRIVER  
OWNER, KPHONE, LLC  
508 HUNTERS GLEN  
VALDOSTA, GA 31602  
(386) 209-1052

WITNESS: *[Signature]*  
WITNESS: *[Signature]*

### STATE OF FLORIDA, COUNTY OF SUWANNEE:

I HEREBY CERTIFY ON THIS 12<sup>th</sup> DAY OF March, A.D. 2024, BEFORE ME PERSONALLY APPEARED DUSTIN C. DRIVER, OWNER OF KPHONE, LLC, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGES EXECUTION THEREOF.

WITNESS MY HAND AND SEAL AT SUWANNEE COUNTY, STATE OF FLORIDA, THIS 12<sup>th</sup> DAY OF March, A.D. 2024

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: March 28, 2025  
Commission # HH 221748

HAL A. AIRTH  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: February 1, 2025  
Commission # HH 221748

### DEDICATION OF MORTGAGEE:

THIS IS TO CERTIFY THAT THE CHARLES AND MYRA THOMAS TRUST, DATED JUNE 13, 2018, BEING MORTGAGEE OF THE LANDS DESCRIBED IN THE FOREGOING DESCRIPTION DOES HEREBY JOIN IN AND MAKES ITSELF A PARTY OF THE DEDICATION OF SAID LANDS AND PLAT TO BE KNOWN AS "BROKEN PINES" FOR THE USES AND PURPOSES HEREON EXPRESSED AND THAT THE ROADS, STREETS AND EASEMENTS ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC IN WITNESS WHEREOF HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 24<sup>th</sup> DAY OF January, A.D. 2024.

Charles R. Thomas  
CHARLES R. THOMAS, CO-TRUSTEE  
11482 U.S. HIGHWAY 129  
LIVE OAK, FLORIDA 32066  
(386) 208-2810

Myra Thomas  
MYRA THOMAS, CO-TRUSTEE  
11482 U.S. HIGHWAY 129  
LIVE OAK, FLORIDA 32066  
(386) 208-2810

WITNESS: *[Signature]*  
WITNESS: *[Signature]*

### STATE OF FLORIDA, COUNTY OF SUWANNEE:

I HEREBY CERTIFY ON THIS 24<sup>th</sup> DAY OF January, A.D. 2024, BEFORE ME PERSONALLY APPEARED CHARLES R. THOMAS AND MYRA THOMAS, CO-TRUSTEES OF THE CHARLES AND MYRA THOMAS TRUST, DATED JUNE 13, 2018, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGE EXECUTION THEREOF.

WITNESS MY HAND AND SEAL AT SUWANNEE COUNTY, STATE OF FLORIDA, THIS 24<sup>th</sup> DAY OF January, A.D. 2024

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: February 1, 2025  
Commission # HH 221748

HAL A. AIRTH  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: February 1, 2025  
Commission # HH 221748

### APPROVED BY BOARD OF COUNTY COMMISSIONERS, SUWANNEE COUNTY, FLORIDA:

CHAIRMAN \_\_\_\_\_  
ATTEST \_\_\_\_\_  
DATE: \_\_\_\_\_

### CERTIFICATE OF CLERK:

I HEREBY CERTIFY THAT THE FOREGOING PLAT, HAVING BEEN DULY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA WAS ACCEPTED AND FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2023, IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF SAID SUWANNEE COUNTY, FLORIDA.

CLERK OF COURT, SUWANNEE COUNTY, FLORIDA

### CERTIFICATE OF TAX COLLECTOR

THIS IS TO CERTIFY THAT ALL PAYABLE AD VALOREM TAXES HAVE BEEN PAID AND ALL TAX SALES AGAINST THE LAND INCLUDED WITHIN THIS PLAT HAVE BEEN RECEIVED AS OF THIS DATE.

*[Signature]* 02-23-24  
TAX COLLECTOR, SHARON JORDAN  
COUNTY OF SUWANNEE

**CERTIFICATE OF SURVEYOR:**  
I, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THAT THE PERMANENT REFERENCE MONUMENTS WERE INSTALLED AS OF THE 17TH DAY OF OCTOBER, 2023. THE PERMANENT CONTROL POINTS AND LOT CORNERS WERE INSTALLED AS OF THE 21ST DAY OF OCTOBER, 2023.

*[Signature]*  
TIMOTHY B. ALCORN  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 68332  
DATE: OCTOBER 18, 2023

\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER\*

SCALE: 1" = 100'	DATE SURVEYED: 10-17-2023	DATE DRAWN: 10-18-2023
REVISIONS:	APPROVED BY:	DRAWN BY: SH
<b>J. SHERMAN FRIER &amp; ASSOCIATES, INC.</b> LAND SURVEYORS CERTIFICATE OF AUTHORIZATION - L# 7170		
130 W. HOWARD STREET, LIVE OAK, FL 32084 PHONE: 386-382-4929 FAX: 386-382-6270		

DRAWING NO. 90-2023RP

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Assignment of Board members to the North Florida Water Utilities Authority (NFWUA) Board of Directors

#### **Considerations:**

- The Board adopted resolution 2023-41 on 9/7/2023 as a means to support Baker, Columbia, Hamilton, Suwannee and Union counties in the discussion of potential regional cooperation regarding water and wastewater utilities
- On 3/19/2024 the Board approved an interlocal agreement (Suw Co Agmt #2024-54) to establish the North Florida Water Utilities Authority (NFWUA)
- In support and compliance of that agreement, the Board is required to appoint two (2) members to serve on the NFWUA Board of Directors to represent and advocate for the needs and interests of Suwannee County

#### **Budget Impact:**

- No budget impact

#### **Recommendation:**

- Respectfully request the Board to appoint two (2) board members to serve on the NFWUA Board of Directors

Respectfully submitted,

Greg Scott,

County Administrator

## MEMORANDUM

Date: April 8, 2024  
To: Travis Land, Chairman, Suwannee County Board of County Commissioners  
From: Adam Morrison, County Attorney  
Re: Can the County Commission Reconsider or Rehear a Special Permit Request after the Request was Granted at a Quasi-Judicial Hearing?

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Dear Chairman Land,

At the April 2, 2024 you directed me to research the following question:

**Can the County Commission Reconsider or Rehear a Special Permit Request after the Request was Granted at a Quasi-Judicial Hearing?**

The answer is no.

Rehearing or reconsidering a development final decision would be an illegal act and – were the board to deny a previously granted application – a court can reimpose the original order, make the county pay attorney’s fees and exposes individual commissioners to personal liability.

a) State Statutes Dictate the Result

All local ordinances are inferior to the laws of the State and must not conflict with any State statute (a/k/a “State Preemption”). Article VIII § 1(f). Phantom of Brevard, Inc. v. Brevard County, 3 So.3d 309 (Fla. 2008).

Applications for a development permit must be given final action in a quasi-judicial hearing. At the hearing, the County must approve, approve with conditions or deny the application. Florida Statute § 125.022. The Commission’s decision and rationale must be reduced to writing.

Thereafter, a party’s *exclusive* means of challenging the board’s action lies with the circuit court. See Florida Statute § 163.3215 (section provides the “exclusive methods” for an aggrieved or affected party to appeal...) The circuit court being the “exclusive method” of challenging a final order necessarily means the Board cannot consider challenges to its own orders.

There is no legal mechanism to permit the Board to rehear or reconsider a final development order. While there is no case saying this directly in the context of a county commission development order, in Taylor v. Department of Professional Regulation, 520 So.2d 557 (Fla. 1988), the Florida Supreme Court held that administrative agencies may

only amend final orders of a quasi-judicial body to correct clerical errors and may not change the substance of any such order as there is no statutory authority to do so. The same rationale applies here and changing the granting of an application to a denial would certainly be a prohibited substantive change.

Any challenge to a final development order lies with the Courts – not the Board.

b) But What Happens If We Do It Anyway...

Putting aside the fact that it would violate state statutes and the state constitution which all commissioners swore to uphold, the penalties for taking away a vested right are simple and severe.

In Town of Largo v. Imperial Homes Corp., 309 So.2d 571 (Fla. 2d DCA 1975), the town, via a quasi-judicial hearing, granted a zoning change to permit a high rise to be built within city limits. Later, residents raised objections to the high rise. After the citizen objections, the Town – on its own - re-noticed the matter and changed the zoning from one which would permit a high rise to the most restrictive single family zone. In other words the town granted the developer's zoning change requests and then – after citizens complained –reneged.

The Court held that “a citizen is entitled to rely on the assurances and commitments of a zoning authority and if he does, the zoning authority is bound by its representations....” The Court then held that the City must reinstitute the developer's zoning requests.

The Plaintiff in Palazzo Las Olas Group, LLC. v. City of Fort Lauderdale, 966 So.2d 497 (Fla. 4<sup>th</sup> DCA 2007) alleged that the City's Planning and Zoning Board had approved a developer's site plan and required certain building limitations. Later the Board met and denied the site plan – citing the required building limitations as the reason for the denial. The Court held the **individual commissioners** could be held **personally liable** for acting in bad faith or in a manner exhibiting “wanton and willful disregard of property [rights].”

Taking away vested rights can also subject a governmental entity to federal civil rights claims which entitles the prevailing party to attorney's fees. City National Bank of Florida v. City of Tampa, 67 So.3d 293 (Fla. 2d DCA 2017).

In summary, the aggrieved party can sue to make the zoning change originally authorized by the Commission, possibly hold individual commissioners personally liable for willful disregard of vested property rights and get attorney's fees.

Stating the obvious – it's not recommended for the Board to knowingly do something illegal.

## MEMORANDUM

Date: April 8, 2024  
To: Suwannee County Board of County Commissioners  
From: Adam Morrison, County Attorney  
Re: FOR INFORMATIONAL PURPOSES ONLY  
Miscellaneous Arguments Re: DePratter RV Park Application

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Dear Board of County Commissioners,

Several of you have asked about various issues brought to your attention by citizens concerned about the DePratter RV Park development application which was approved by the Board at the meeting on March 19, 2024.

**\*\*\* THIS MEMORANDUM IS FOR INFORMATIONAL PURPOSES ONLY\*\*\***

**IF THERE WERE A VALID PROCEDURAL OR SUBSTANTIVE ARGUMENT WHICH, IF PROVEN, WOULD HAVE LED TO THE APPLICATION BEING DENIED OR DISMISSED THE BOARD DOES NOT HAVE THE AUTHORITY TO RECONSIDER ITS APPROVAL OF THE APPLICATION.**

**THOSE CONTESTING THE GRANTING OF THE SPECIAL PERMIT ARE LIMITED TO THE REMEDIES FOUND IN THE APPLICABLE FLORIDA STATUTES FOR WHICH THEY WILL NEED TO SEEK INDEPENDENT LEGAL ADVICE.**

Claim I: The DePratter RV Park is within 5 miles of an existing RV Park

The DePratter RV Park is within 5 miles of a decades old site where the Advent Christian Village allows people with recreational vehicles to park while visiting family members who live in the village. Importantly, the site is not open to the public, visitors must receive prior permission to park there and there is no charge for staying. Further there is nothing registered with the County or the State indicating that an RV Park is operating within the Village.

“RV Park” is not defined in the LDRs nor applicable statutes. However, when interpreting an ordinance, the ordinance must be given its plain and obvious meaning. Executive Director v. Schwiep, 298 So.3d 1169 (Fla. 3d DCA 2020). The plain and obvious meaning of an “RV Park” as used in the LDRs is a space that is open to the public, where people pay money for a temporary license to park their recreational vehicles.

If we define an RV Park as any place a recreational vehicle can park – which would be the definition which would have to apply for the Village parking area to be an “RV Park” – then the LDR is unenforceable or void because a recreational vehicle can park anywhere.

Claim II: The County Website Contains an Instruction Sheet on the Application for Filing for a Special Zoning Permit Which States that Planning and Zoning Will Send Letters to Nearby Landowners and No Letters Were Sent.

The substance of the claim is correct. Planning and Zoning did not send out letters and the website instruction sheet contains the following statement:

The Planning & Zoning Office will send letters to all landowners who own property in close proximity to the subject property.

The website instruction sheet is outdated by more than a decade and is not the instruction sheet used by Planning and Zoning. A copy of the instruction sheet presently used by Planning and Zoning is attached and omits any language regarding sending mail to nearby landowners.

Sending notification letters to nearby property owners was a courtesy done by planning and zoning up until approximately 2006. At no time have notification letters been required by statute or the County LDRs.

The practice of sending letters to nearby landowners was discontinued after the county was sued in Suwannee County Case 2006-48-CA, *Worth v. Suwannee County*. In *Worth* the Court invalidated the granting of a development order, in part, because the County practice was to send notification letters and the aggrieved party had not received one. The County was penalized for doing more than the statute or LDRs required. Thereafter the decision was made to discontinue the sending of letters as it makes no sense – from a legal perspective – to invite liability for something gratuitous. The change in policy has worked so far as there have been no lawsuits alleging the county omitted a sending a notification letter to a nearby property owner.

Incorrect instructions to an applicant posted on a county website do not impose legal obligations. There was no requirement to mail notice letters to nearby property owners and the County committed no error in considering the application.

All that said, as a matter of good practice, of course the county website should be correct and staff is moving forward to make the correction.

Claim III: The Notice Sign Was Poorly Posted

The posting of the notice sign complied with the LDRs and statutes.

Citizen complaints about the visibility of the notice sign are well founded and corrective action is being taken to improve the notice signs for future postings. However, this does not change the fact that the sign was posted in the manner required by the LDRs.

Claim IV: Zoning and Planning Did Not Consider Various Requirements of the LDR

This claim is incorrect. At the hearing, Ron Meeks testified that the application met the special permit requirements. Importantly, the file was admitted into the record which contains all of the findings required by the applicable LDR. A copy of the findings is attached.

INSTRUCTIONS FOR APPLICANTS FILING  
ZONING SPECIAL PERMIT APPLICATIONS

A special permit is a use that would not be appropriate generally or without restriction throughout a zoning division or district but which, if controlled as to number, acres, location, size or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or the general welfare. Such uses may be permissible in a zoning classification or district as a special permit if specific provision for such a special permit is made in the Land Development Regulations (LDRs).

The following information is required from an applicant filing a zoning special permit application:

1. Copy of property deed.
2. Site plan (see attachment for list of required items on site plan).
3. Copy of aerial map from Property Appraiser's Office with the subject property highlighted.
4. Legal description of subject property, if the legal description in the deed is larger than the actual property being applied for.
5. \$650 application fee.
6. Completed application (attached).
7. Authorization letter from owner, if owner is represented by an agent (see attached sample).

The above information must be submitted to the Planning & Zoning Office, 224 Pine Avenue, Live Oak, Florida 32064 by the 15th day of the month. The application will be considered by the Board of County Commissioners on the fourth Tuesday of the following month. Meeting dates are subject to change. The Planning & Zoning Office will notify the applicant by mail of the exact date, time and place of the hearing.

The County LDRs require that a public notice be published once in the legal section of a local newspaper at least 10 days prior to the hearing date. The LDRs also require that a sign be posted on the subject property. The Planning & Zoning Office will ensure these requirements are met.

The burden is on the applicant to furnish competent evidence to prove that the request is consistent with the Comprehensive Plan and LDRs and complies with all procedural requirements. The proceedings will be quasi-judicial in nature, and the parties will be able to present evidence, cross-examine witnesses, and be informed of all the facts upon which the Board of County Commissioners acts. Anyone may appear before the Board comment on the application.

The Board of County Commissioners is required to base its decision to grant or deny applications on requirements in Section 14.6.1.1(2) of the LDRs. A copy of said section is attached.

For further information, contact the Planning & Zoning Office at 386/364-3401.

**SP-24-03-01 Special Permit request for 139 site RV Park & Campground Music-DePratter**

**AVAILABILITY OF AND DEMAND ON PUBLIC FACILITIES**

**Potable Water Impact**

The subject property is not located within a community potable water system. Consequently, the uses to be located on the site will need to be served by individual potable water wells. The individual potable water wells are anticipated to meet or exceed the adopted level of service standard for potable water established within the Comprehensive Plan.

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**Sanitary Sewer Impact**

The subject property is not located within a centralized sanitary sewer system. Consequently, the uses to be located on the site will need to be served by individual septic tanks. The individual septic tanks are anticipated to meet or exceed the adopted level of service standard for potable water established within the Comprehensive Plan.

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**Solid Waste Impact**

Solid waste disposal is provided for the site at the Chesser Island Solid Waste Facilities. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the anticipated use of the site.

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**Drainage Impact**

Drainage facilities will be required to be provided for onsite for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

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### **Recreation Impact**

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

### **Traffic Impact**

The road network serving the site is meeting or exceeding the level of service standard required for traffic circulation facilities as provided in the Comprehensive Plan.

FDOT Average Daily Traffic Count for CR 250 is 1,800 trips.

<b>ITE Land Use</b>	<b>Quantity</b>	<b>AM</b>	<b>PM</b>	<b>In-AM</b>	<b>Out AM</b>	<b>In PM</b>	<b>Out PM</b>
<b>Campground/RV Park</b>	<b>139</b>	<b>35</b>	<b>57</b>	<b>13</b>	<b>22</b>	<b>35</b>	<b>22</b>

- **Trip distribution from ITE Handbook used as park of Traffic Assessment for Willow Springs RV Park used for trip distribution information.**

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### **Surrounding Land Uses**

Currently, the existing land use of the site is vacant. The site is bounded on all sides by agricultural land uses and residential homes.

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# TRAFFIC ASSESSMENT WILLOW SPRINGS RV PARK

TRIMBLE LANE (CR 252)

PARCEL NUMBERS : 559715200084, 559715200085, and 559715200086

La Plata County, CO



June 12<sup>th</sup>, 2021

**Prepared by:**  
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934 Main Ave. Unit C  
Durango, CO 81301

### 3. DEVELOPMENT PARKING

In order to comply to section 73-5-G, regarding Campgrounds and Recreation Vehicle Parks in the La Plata County Code, parking stalls will be provided with the development. Each RV stall is long enough and wide enough that the RV and up to 2 vehicles or auxiliary items will be able to park in front of the RV, for up to 58 spaces in addition to the RVs.

In total, the site provides the following parking availability:

- 29 RV parking spaces (1 per RV site)
- 58 passenger vehicle spaces within the RV spaces.
- 12 stalls for guest parking net the pavilion.
- 3 passenger vehicle stalls for office and 1 RV pull out for check in purposes.

See **Exhibit B** provided in **Appendix A** for the preliminary site plan.

### 4. TRIP GENERATION AND PEAK HOUR VOLUMES

Trip generation represents the amount of traffic generated by a development. A trip is defined as a one-way vehicle movement with either the origin or destination within the proposed development. The Trip Generation Manual, also known as the ITE Manual, written by the Institute of Transportation Engineers (ITE), 9<sup>th</sup> Edition (2012), was used to estimate the projected traffic volume by the proposed development. The land use types from the ITE that were used for determining the appropriate trip generation rates, vehicular rates, and directional distributions are shown in Table 2.

Table 2: Land Use Descriptions and Trip Generation Rates

ITE LAND USE	PEAK HOUR OF GENERATOR TRIPS PER UNIT			PEAK HOUR			
	UNITS			AM		PM	
		AM	PM	IN	OUT	IN	OUT
Campground/Recreational Vehicle Park	SITE	0.25	0.41	36%	64%	62%	38%

Table 3 shows the individual traffic produced by the proposed development based on the listed criteria and values from table 2. It includes the following: the ITE Land Use, the corresponding number of units, and the traffic volumes entering "IN" and exiting "OUT" for the AM Peak Hour, PM Peak Hour, and Daily. The full printout of the ITE trip generation has been provided as **Appendix C**.

Table 3: Project Traffic Volumes

ITE LAND USE	TOTAL TRIPS			PEAK HOUR TRIP DISTRIBUTION			
	QUANT			AM		PM	
		AM	PM	IN	OUT	IN	OUT
Campground/Recreational Vehicle Park	29	7	12	3	5	7	5

One purpose of this assessment is to study the additional traffic generated by the project in the study area and to determine if improvements to the existing infrastructure are needed. To do this, it is necessary to analyze the performance of the access points during the time of day when there is the most congestion and traffic in the area. The “peak hour” volume is the morning or afternoon 60-minute period that has the highest density of traffic. CDOT requires that the peak hour volumes be analyzed to determine auxiliary lane requirements as well as turn lane storage lengths.

## 5. TRIP DISTRIBUTION AND TRIP ASSIGNMENT

Trip distributions and estimated peak hour trips from the Trimble Crossing Traffic Impact Study were used as the baseline for estimated peak hour traffic assignments. Trips generated by Willow Springs RV Park project as outlined in section 4 were added to these values to determine if additional turn lane storage length was necessary.

An exhibit illustrating the AM and PM vehicle directional volumes with the inclusion of Willow Springs RV Park is shown in **Exhibit B** in **Appendix A**. The following assumptions were made:

- Trimble Crossing development will eventually reach “full-buildout” and generate the full amount of traffic estimated in the Trimble Crossing Traffic Impact Study
- 100% of the Willow Springs RV Park generated traffic will access the development via the intersection of US 550 and Trimble Lane.
- 60% traffic generated by the RV Motorcoach park (ITE 416) will utilize Access B to **Enter** the property, shown in **Exhibit B, Appendix A**. Access B is an existing access that serves the residential area to the north.
- 40% traffic generated by the RV Motorcoach park (ITE 416) will utilize Access C to **Enter** the property, shown in **Exhibit B, Appendix A**. Access C is a proposed access that will be constructed as part of the Willow Springs development.
- 20% traffic generated by the RV Motorcoach park (ITE 416) will utilize Access B to **Exit** the property, shown in **Exhibit B, Appendix A**. Access B is an existing access that serves the residential area to the north.
- 80% traffic generated by the RV Motorcoach park (ITE 416) will utilize Access C to **Exit** the property, shown in **Exhibit B, Appendix A**. Access C is a proposed access that will be constructed as part of the Willow Springs development.
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# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

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

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3. \_\_\_\_\_

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4. \_\_\_\_\_

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# ADMINISTRATOR'S COMMENTS AND INFORMATION



# **BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS**

