

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

TENTATIVE AGENDA FOR AUGUST 15, 2023, AT 5:30 P.M.

Invocation

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 regarding each item they wish to speak on.
- 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 regarding each item they wish to speak on.
- 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) August 1, 2023 – Regular Board Meeting
b) August 2, 2023 – Budget Workshop Day 1
c) August 3, 2023 – Budget Workshop Day 2

CONSENT:

2. Approval of payment of processed invoices.
3. Approval of Economic Development Business Incentive Grant Agreement.
4. Approval of amendments to the Suwannee County Capital Improvement Plan.
5. Approval of SHIP Annual Report and Local Housing Incentives Certification for close out Fiscal Year 2020/2021 and interim year 2021/2022.
6. Authorization to advertise for bids for the Construction of a New Hangar (FDOT #440059) at the Suwannee County Airport and allow staff to execute all related documents.
7. Approval of Notice of Cancellation of Suwannee County Contract 2022-108 with Anderson Columbia, Inc. For resurfacing 68th Terrace.

8. Approval of Task Order with North Florida Professional Services, Inc. in the amount of \$25,000 for engineering services associated with 68th Terrace Phase I.
9. Approval of Mutual Aid Operating Plan between the Florida Forest Service and Suwannee County Fire Rescue.
10. Approval of Modification No. 1 to CDBG-CV Grant Agreement (#22CV-S11) for a one-year time extension, pending County Attorney review.
11. Approval of CDBG-HR Grant Agreement (#23DB-H12) for housing renovations within County jurisdiction, pending County Attorney review.
12. Authorize Suwannee River Regional Library to apply for the 2024 Florida State Aid to Public Libraries Operating Grant for Suwannee County, including the Suwannee River Regional Library Multicounty Grant.
13. Authorize Suwannee River Regional Library to submit a State Public Library Construction Grant Application for the purpose of expanding the Live Oak Public Library building. Please note that Suwannee County, if approved for funding, receives a waiver of the program matching requirement as allowed under sections 257.191 and 288.06561, Florida Statutes.
14. Authorization to piggyback Suwannee County School Board RFP Contract #22-204 for repair of floor overlay in the main rear hallway of the Supervisor of Elections Office. Budget impact: \$23,888.28 to be paid from the Maintenance Department budget.
15. Declare Wes Haney Chevrolet as a sole-source provider and authorize staff to purchase a 2023 Chevy Trail Blazer in the amount of \$25,675 for County IT Department. Budgeted item.

Recess Board of County Commissioners Meeting and Convene a Special Meeting

1. Consideration of a Resolution of the Board of County Commissioners of Suwannee County, Florida, Setting the Boundaries of the County Commissioners' Districts for Suwannee County, Florida.

Adjourn Special Board Meeting and Reconvene Board of County Commission Meeting

TIME-SPECIFIC ITEMS:

16. **At 5:35 p.m.**, or as soon thereafter as the matter can be heard, **hold the second of two public hearings** to consider a Development Agreement with Project Somoa. (County Attorney Adam Morrison)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

17. Discuss, with possible Board action, preliminary plat approval of Woods Subdivision. (Ron Meeks, Development Services Director)
18. Discuss, with possible Board actions, Second Addendum to Lease Agreement 2009-31 with Hatch Enterprises, Inc. (Chairman White)
19. **Additional Agenda Items.** The Chairman calls for additional items.
20. Public Concerns and Comments. (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)
21. Administrator's comments and information.
22. 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 Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Barry A. Baker, Clerk of Court; Logan Woods, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the meeting to order at 5:31 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 July 12, 2023 Regular Board meeting and July 18, 2023 Workshop.

Commissioner Hale moved to approve the minutes of the July 12, 2023 Regular Board meeting and July 18, 2023 Workshop. Commissioner Perkins seconded, and the motion carried unanimously.

CONSENT:

Item four was pulled for discussion and item eight was pulled for discussion at a later date.

The second item on the agenda was to approve payment of \$5,130,114.69 in processed invoices.

The third item on the agenda was approval of a Business Incentive Grant application from Project Somoa.

The fourth item on the agenda was approval of a Letter of Agreement with VisionFirst Advisors.

This item was pulled for discussion.

The fifth item on the agenda was approval of a line of credit and CD renewal with First Federal Bank and adoption of an enabling resolution. **(Resolution No. 2023-31)**

The sixth item on the agenda was approval of a Memorandum of Understanding between Suwannee County and Second Harvest of the Big Bend. **(Agreement No. 2023-78)**

The seventh item on the agenda was approval of a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation and adoption of an enabling resolution. **(Agreement No. 2023-79 and Resolution No. 2023-32)**

The eighth item on the agenda was approval of changes to the Purchasing Policy and adoption of an enabling resolution.

This item was pulled for discussion at a later date.

The ninth item on the agenda was approval of a Task Order with Asphalt Paving Systems in the amount of \$55,791.80 for chip sealing of Railroad Street (153rd Road to the railroad crossing at 149th Road). **(Agreement No. 2023-80)**

The tenth item on the agenda was authorization to advertise for bids for the construction of a Pole Barn/Building for the Solid Waste Department.

The eleventh item on the agenda was award of RFQ 2023-11 and authorization for the Chairman to execute an agreement with Pitman Engineering, LLC to design the widening and resurfacing of the existing lanes of CR 49 from CR 252 to US 90. Budgeted impact: funded by FDOT. **(Agreement No. 2023-81)**

The twelfth item on the agenda was renewal of Employee Health Benefits and HAS contributions for employees electing BlueOption Plan 03160 employee-only coverage.

Commissioner Hale moved to approve consent items 2-3, 5-7, and 9-12. Commissioner Land seconded, and the motion carried unanimously.

TIME SPECIFIC ITEMS:

The thirteenth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the second of two public hearings to consider adoption of an ordinance regarding LDR 23-04, an application by the Board of County Commissioners to amend Section 4.20.1 of the Land Development Regulations entitled Districts and Intent for ICS Industrial Catalyst Site, changing the Rural Area of Critical Economic Concern to Rural Area of Opportunity and allowing expansion of a Catalyst Site to properties that are contiguous or adjacent to lands which have received that designation from the Governor.

Chairman White opened the public hearings.

Attorney Morrison swore in all those wishing to speak.

Development Services Director Ronald Meeks discussed the Industrial Catalyst Site Zoning district, text amendment, and zoning change for the area contiguous or adjacent to the land originally designated by the Governor as ICS. He then entered the file into the record.

Chairman White opened the floor to public comments. There being no comments, the floor was closed to public comments.

Commissioner Perkins moved to approve an ordinance adopting LDR 23-04, an application by the Board of County Commissioners to amend Section 4.20.1 of the Land Development Regulations entitled Districts and Intent for ICS Industrial Catalyst Site, changing the Rural Area of Critical Economic Concern to Rural Area of Opportunity and allowing expansion of a Catalyst Site to properties that are contiguous or adjacent to lands which have received that designation from the Governor. Commissioner Land seconded, and the motion carried unanimously. (Ordinance No. 2023-08)

The fourteenth 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 consider Special Permit Request No. SP-23-08-01 by Mattaniah S.

Jahn P.A., authorized agent for property owners Dennis Martin and Alfred Linton, to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (199-foot mono pole communications tower and associated equipment) on property zoned Environmentally Sensitive (ESA-II).

Director Meeks discussed the essential service tower application, noting that they were allowed in almost every zoning district. Although most of the towers had been located in an Agriculture-1 zoning area, this request was for a tower located in an ESA-II district. The only difference was that ESA-II zoning was located within the 100-year flood plain. If the tower was approved, various electrical components would have to be placed higher than the flood plain elevation. The property in question was located on Lot 26 of the Replat of Lot 26 and 27 of Antler Subdivision off River Road, north of Shady Grove Baptist Church. The lot was about 10 acres in size and could accommodate the setback requirements for the tower. Director Meeks further discussed the various compliances met by the tower application and the additional coverage that would be gained by placing a communication tower in the proposed location, adding the area was greatly deficient in coverage. He also noted that a resolution was required should the Board approve the request and that a representative was present on behalf of the property owners. Director Meeks entered the file into the record, which County Attorney Morrison accepted as Exhibit A.

Attorney Morrison swore in Mattaniah S. Jahn, 935 Main Street, Suite C4, Safety Harbor, FL.

Ms. Jahn, agent of record and representative for Verizon, briefly discussed details of the application and communications tower, noting that there would be no lights on the structure so it would be dark at night.

County Administrator Scott questioned the lighting. Ms. John stated that all requirements for lighting were met, as lighting was only required if the tower was over 200 feet.

Chairman White opened the floor to public comments.

Attorney Morrison swore in Steve Fontana, 21181 144th Street.

Mr. Fontana stated that although it was not required to have an environmental impact statement completed, the County should have one done to check for radiation impacts.

Ms. Jahn stated that the County could not prohibit the communication tower based on regular environmental concerns. She submitted legislation stating as such into the record, which County Attorney Morrison accepted as Exhibit B. Ms. Jahn added that the communication tower was regulated by FCCC, and that Verizon maintained compliance standards.

Attorney Morrison swore in Cora Owens, 8432 97th Road, Live Oak.

Ms. Owens asked how often the tower would be maintained and whether there would be any risk of illness to the residents.

Ms. Jahn replied that the towers were checked monthly by each carrier utilizing the tower and it was also remotely monitored. There was no requirement by FCCC for ongoing communication with residents regarding health impacts.

Commissioner Hale noted that there was no service in that area and a tower was greatly needed.

There being no further comments, the floor was closed to public comments.

Commissioner Hale moved to approve Special Permit Request No. SP-23-08-01 by Mattaniah S. Jahn P.A., authorized agent for property owners Dennis Martin and Alfred Linton, to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (199-foot mono pole communications tower and associated equipment) on property zoned Environmentally Sensitive (ESA-II). Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2023-33)

The fifteenth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the first of two public hearings to consider a Development Agreement with Project Somoa.

County Attorney Morrison stated that this would be the first of two public hearings regarding a development agreement for Project Somoa and that nothing was required by the Board at this time. He briefly discussed economic development related to Project Somoa, noting that the property was located at the Catalyst site and was roughly 30 acres in size. County Attorney Morrison discussed projected investment from the new business of at least \$30 million and that it would provide at least 50 jobs in Phase 1, with more jobs in later phases.

Chairman White opened the floor to public comments. There being none, the floor was closed to public comments.

Chairman White closed the public hearings and returned to Consent Items.

The fourth item on the agenda was approval of a Letter of Agreement with VisionFirst Advisors.

Bo Hancock, 6135 Wiggins Road, asked if the company was providing an overlap in services with the recently approved agreement with Retail Strategies.

Economic Development Director Jimmy Norris replied that this was not an overlap and explained the difference in the two companies and the services that would be provided.

Discussion ensued on what VisionFirst Advisors would provide and that a grant would help cover the cost of the strategic plan.

Wayne Hannaka, 11883 193rd Road, was curious about how much taxpayer money was being spent on such companies. He added that money was already going towards Retail Strategies for seemingly similar services.

Director Norris reiterated that although the companies could provide similar services, they were hired by Suwannee County to function in different ways and provided different aspects of service.

Discussion ensued on the differences in service provided by Retail Strategies and VisionFirst.

Commissioner Mobley moved to approve a Letter of Agreement with VisionFirst Advisors.

Commissioner Perkins seconded, and the motion carried unanimously. (Agreement No. 2023-82)

PROCLAMATIONS AND PRESENTATIONS:

The sixteenth item on the agenda was to hear an update from Greg Bailey, North Florida Professional Services, Inc.

Mr. Bailey updated on the progress of various road and non-road County projects.

CONSITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Fire-Rescue Chief Eddie Hand stated that at the last Board meeting a Certificate of Public Convenience and Necessity (COPCN) to RG Ambulance Service was approved. However, the effective date needed to be changed to September 14th, 2023. He asked that the Board reapprove the COPCN with the changed effective date. All other aspects of the agreement remained the same.

County Attorney Morrison clarified that the old agreement would be voided and superseded by this newly approved agreement. Chief Hand replied that was correct.

Commissioner Land moved to approve a renewed Certificate of Public Convenience and Necessity (COPCN) for RG Ambulance Service, Inc. DBA Century Ambulance Service, Inc. for Interfacility Transports only from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, with an effective date of September 14th, 2023. Commissioner Hale seconded, and the motion carried unanimously. (Agreement No. 2023-77-01)

Betty Lawrence, Director of Libraries, informed the Board that two grant applications they had applied to the previous year had been approved and that the grant agreements would come before the Board for approval at the next meeting.

Discussion ensued on the projects to be completed and the grants received.

COMMISSIONERS ITEMS:

Chairman White noted that Director Norris had been elected the North Central Florida Regional Director for the State Economic Development Council and congratulated him.

Commissioner Mobley wished to readdress the fire assessment amount to rescind the \$10 increase and bring the assessment back down to \$120.

County Attorney Morrison stated that the proposed amount could be adjusted until the final amount was set.

Much discussion ensued over whether to proceed with the additional \$10 or change the proposed assessment amount back to \$120, as well as the unexpected unrestricted money in general revenue that perhaps could be used to offset the Fire-Rescue budget.

County Administrator Scott stated that there was a deadline to advertise the assessment change and that they would not be able to make the deadline if they changed the assessment amount.

Clerk of Court Barry Baker explained the unexpected revenue and where the funds were from.

County Administrator Scott stated an advertisement had to be sent out by the 15th of this month to citizens informing them of the assessment and that a legal advertisement also had to be posted.

Chad Wainwright, County Offices, stated that the assessment advertisement schedule was based on a timeline provided by Neighbors, Giblin, and Nickerson, and the notices and printed newspaper ad had to be out by the 15th, which would be hard to meet the deadlines if the amount was changed now.

Discussion ensued on advertising and notice issues should the amount change.

County Attorney Morrison explained the final certification date for the assessments of September 25th, and that the Board did have the option until then to change the proposed assessment amount.

Discussion ensued on the unrestricted funds in general revenue and the \$10 increase.

Clyde Fleming, 206 Lewis Boulevard, felt it was unwise to not support the fire assessment raise, as fire services were pertinent to the County the raise was well worth the additional service.

Mr. Hancock felt the Board should leave the fire assessment as they approved it, noting he was fine with the \$10 increase as raised taxes were just a part of life.

Moses Clepper, 14581 102nd Path, discussed the \$10 increase and the Fire-Rescue budget.

Commissioner Mobley reiterated his motion to rescind the \$10 increase to the Fire Assessment approved at the last meeting to bring the amount back down to \$120. Commissioner Land seconded, and after further discussion on the potential cost to the County to redo ads and notices, the motion carried 3-2, with Chairman White and Commissioner Perkins opposed.

Discussion ensued on the assessment and issues caused by the advertisements.

County Attorney Morrison stated that use of the unrestricted funds in general revenue could be discussed during budget workshops and suggested a meeting on Thursday to discuss the fire assessment.

COUNTY ATTORNEY ITEMS:

The seventeenth item on the agenda was to discuss, with possible Board action, redistricting the Districts of the Commissioners of the Suwannee County Board of County Commissioners.

County Attorney Morrison discussed the modified redistricting maps presented in the agenda packet, population differentials and that 10% or less was considered acceptable, the state of non-compliance the County was in today, population statistics for the County, and the representation of the

districts. He stated that there were two decisions before the Board today: whether or not to redistrict and if so, which redistricting map to select. As redistricting was required by Statute, County Attorney Morrison recommended that the Board approve redistricting.

Chairman White opened the floor to public comments.

Douglas Udell, 115 Green Avenue Live Oak, questioned the origins of the need to redistrict and asked the Board to consider whether they should do so.

Much discussion ensued over the topic of redistricting and why it was needed, and Mr. Udell's issues with redistricting.

Wesley Wainwright, 16672 129th Road, McAlpin, stated that redistricting was brought up a long time ago in 2016 by a previous County Attorney. He discussed in detail past Commissions' thoughts on how to proceed with redistricting.

County Attorney Morrison stated that each district had to be as equal in population as possible.

Lauren Jorgensen, 9310 146th Street, Live Oak, asked if there was the potential for further examination of the redistricting maps, noting the courts had recently upheld the Right to Vote Act. She did not want the County to go back in time to less representation for minorities and felt redistricting would cause an issue for minority representation.

Chairman White addressed Ms. Jorgensen's concerns. He stated District 5 was much bigger than any other district in the County, and that the need to redistrict had nothing to do with race but was in order to make things fair for voters in every district. He added that it was required by Statute.

Commissioner Perkins questioned how many counties proceeded with redistricting. He noted that there were currently pending causes for some counties undergoing redistricting that were facing minority concerns. He asked if all 67 counties in the State were actually proceeding with redistricting.

County Attorney Morrison listed several counties that had already redistricted or were in the process of redistricting. He pointed out that in equal voting rights protection, each voting district having equal representation superseded the minority majority requirement. The Constitution required redistricting after every census.

Discussion ensued on redistricting and prior discussions about the topic.

County Attorney Morrison discussed the need for redistricting and that the process was already underway when he was hired. He also explained the legal jeopardy the County was facing by being over 70% non-compliant. He strongly suggested that the County proceed with redistricting due to legal issues.

Much discussion ensued over redistricting and legal considerations.

Keith Broders, 201 Ranchera Street NW, stated the number of registered voters in the district was more important than the number of people in the district. County Attorney Morrison replied that one of the subcategories considered in redistricting was registered voters, but that legislation required total population numbers as the basis used for redistricting.

Much discussion ensued on redistricting and legal need to keep the populations equal.

Commissioner Land moved to approve redistricting the Districts for the Board of County Commissioners for the County. Commissioner Mobley seconded, and the motion carried 4-1 with Commissioner Perkins opposed.

County Attorney Morrison discussed in much detail the original Alternative 3 map proposed at the joint School Board workshop and the three revised maps based off the original Alternative 3 [Alternative 3; Alternative 3B-1; Alternative 3B-1(a); and Alternative 3(a)].

Tommie Jefferson, 516 Rogers Avenue NW, Live Oak, asked how many voters in District 2 were African American for each map alternative. County Attorney Morrison read off the population amounts for each redistricting map alternative, as well as the current White and Black population of District 2.

It was noted that map 3B and 3B-1(a) were both outside the 10% population differential but had the highest percentage of Black population. However, Mr. Spitzer's findings stated that the cause behind the overage was a permissible reason to go above 10%.

Discussion ensued on the maps and changes suggested at the redistricting workshop.

The Commissioners expressed their opinion that Alternative 3B-1(a) was the better of the maps due to the higher Black population in District 2 and that it used mostly roads for the district boundaries.

Discussion ensued on redistricting, the maps, and populations in each district after redistricting.

County Attorney Morrison stated that should the Board proceed with Alternative 3B-1(a), they would also need to approve Mr. Spitzer's findings that being over the 10% spread was a reasonable amount in order to keep a higher percentage of African Americans in District 2. Mr. Spitzer would then create a legal description of what the districts would look like and the formal descriptions of the new districts would be presented to the Board in the next meeting for approval.

Commissioner Land moved to approve redistricting using map Alternative 3B-1(a). Commissioner Mobley seconded, and the motion carried unanimously.

Commissioner Hale moved to approve the memorandum from Kurt Spitzer and his findings regarding 3B-1(a) that the over 10% population differential was due to a reasonable cause. Commissioner Land seconded, and the motion carried unanimously.

GENERAL BUSINESS:

The eighteenth item on the agenda was Additional Agenda Items.

There were none.

The nineteenth item on the agenda was public concerns and comments.

Mr. Fontana reiterated that the Board had approved another tower where the safety of the tower was questioned, yet the company simply responded that that the County could not question the environmental concern as a means for dismissal. He felt that they had a right to the studies.

The twentieth item on the agenda was Administrator’s comments and information.

County Administrator Scott had nothing to discuss.

The twenty-first item on the agenda was Board Members’ inquiries, requests, and comments.

Commissioners Perkins and Mobley had nothing to discuss.

Commissioner Land thanked everyone for attending and providing input.

Commissioner Hale thanked everyone for attending, noting the Board tried their best to be fair.

Chairman White noted Senator Simon’s visit last Friday where he toured the County.

Mr. Broders mentioned Suwannee’s School Board Superintendent, Ted Roush, was elected the top superintendent in the State of Florida.

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 7:55 p.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

9:00 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a budget workshop and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Barry A. Baker, Clerk of Court; Finance Director Keith Gentry; Eric Musgrove, Neena Funicelli, and Gwen Deas, Deputy Clerks; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the meeting to order at 9:02 a.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.

The purpose of the workshop was to discuss budget requests by various County-affiliated entities for Fiscal Year 2023-2024.

The first request was from Barry Baker, **Clerk of Court.**

Clerk Baker stated that he had given the Commissioners a spreadsheet showing his budget, with most of the increases from employee raises, insurance increases, and Florida Retirement System (FRS) increases. He also noted that there were some increases from software vendors as well.

Some discussion ensued on salaries and IT-related expenses.

The next request was from Ricky Gamble, **Property Appraiser.**

Appraiser Gamble stated that his budget reflected the same increases as shown by the Clerk.

The next request was from Sheriff Sam St. John, **Sheriff's Office/Emergency Management.**

Sheriff St. John noted an increase in State funding for salaries but also a general increase in salaries, retirement, and insurance. He also asked for a continuation of the Life Scan medical checkup that had been beneficial in the past for early detection of heart issues and cancer. Sheriff St. John also

requested an additional employee for Animal Control due to the increase in nuisance and danger animals. Sheriff St. John added that a grant funding Emergency Management had not increased in many years despite the increase in salaries, and he was asking for funding to offset the difference.

Commissioner Land was in support of a part-time Animal Control Officer due to the uptick in feral animals and also suggested escrowing excess Sheriff's funds for a new Criminal Division building.

Some discussion ensued on setting aside Sheriff's funds returned to the Board for a future building and that the Sheriff already had approximately \$100,000 in returned funds from the previous fiscal year.

By consensus, the Board agreed to set aside returned monies from the Sheriff's Office to escrow for a new Criminal Division building.

Discussion continued on the Sheriff's budget and of line items to cut.

Sheriff St. John stated that he was looking to change medical companies due to a drastic 49% proposed increase the upcoming year; he hoped this would save some \$100,000 from the budget. He also noted some expenses related to jail repairs that should probably be at the County's expense.

By consensus, the Board agreed to leave the Sheriff's budget as-is for now, with any potential savings to be moved to the escrow account for a new building.

By consensus, the Board agreed to fund a full-time Animal Control Officer for \$44,000.

Discussion ensued on 911 Dispatch and that the Sheriff had a full staff for it.

By consensus, the Board agreed to fund the Life Scan medical scan but not fund a new airboat since it would only be used occasionally.

Chairman White discussed license plate readers that could be used to track vehicles and the Sheriff noted that he had a few of them, with more desired.

Discussion ensued on the license plate readers, tracking cameras, and how they could be used to track stolen vehicles, those owned by people with open warrants, and other law enforcement concerns.

Commissioner Land asked about the \$1.1 million salary increase, and how much would need to be funded by the County after grants. Sheriff St. John replied that \$794,000 in grants had been approved for the upcoming fiscal year, and the difference of some \$300,000 would be used to pay the County-approved annual salary increases of 1% plus \$0.50.

Discussion ensued on salaries and that the Florida Highway Patrol (FHP) had better benefits and better pay, leading to deputies leaving the Sheriff's Office to go to FHP. Discussion also ensued about 911 Addressing helping with dispatcher salaries since they were not included in the State increases.

Commissioner Land noted that with the State providing salary adjustments for the cost of inflation and the County providing its 1% plus \$0.50 increase could lead some folks to accuse the Sheriff's Office of double-dipping on salary increases.

Sheriff St. John noted that the State funding was not guaranteed from year to year and he hoped to set money aside for reserves, whether it be for a new building or for funding salary increases.

Chairman White stated that the Sheriff's escrow account could be used for salary increases if the State withdrew its salary funding.

Discussion continued on Sheriff's salaries.

Sheriff St. John addressed Emergency Operations, again noting that a salary grant had not kept up with the cost of living and thus the Sheriff's Office had to subsidize more for salaries each year.

Chairman White asked if two employees were necessary at the Emergency Operations Center instead of sharing duties with other Sheriff's staff. Sheriff St. John replied that he believed two employees were required and would be willing to provide job descriptions for them. He added that there were many grants to track, State paperwork to fill out, and certifications to continue.

Discussion ensued on the Emergency Management budget.

Commissioner Land asked what two full-time employees were doing during periods other than storms, as he had often noted only one employee present outside of emergencies. Sheriff St. John replied that grants and documentation took much time and he would be happy to provide job descriptions.

Commissioner Land asked if both current employees were equally certified. Sheriff St. John believed that Joyce Davis was slightly less certified than Director Chris Volz, but she was working on it.

Undersheriff Buddy Williams noted that the EOC employees also provided service for the CERT (Citizens Emergency Response Team), federal grants, mosquito mitigation, sinkhole remediation, FEMA reimbursements, Federal and State training, and other functions that require two employees.

Chairman White asked where all the grant revenue was if the EOC was working on so many grants. Undersheriff Williams replied that much of the work was with ongoing grants. He added that the EOC employees had seen major upgrades over the last few years.

Discussion ensued on grants, EOC work, and other related matters.

Chairman White stated that it appeared that the EOC employees helped the Sheriff with other duties beyond Emergency Management.

Discussion continued on the work of Emergency Management and FEMA reimbursements.

Commissioner Land noted that of the 67 counties in Florida, only 12 of them continued to handle Emergency Management through the Sheriff's Office. He wondered if the Board would entertain taking over Emergency Management and allow the Sheriff's Office to escrow more money for a new building.

Undersheriff Williams noted that under the Florida Statutes, during an emergency the Sheriff is placed in charge of response, and it made sense to have Emergency Management under the Sheriff's Office. He added that he was hopeful that grant funding would allow the County to build a new structure for use not only as an Emergency Operations Center, but also the Sheriff's Office. Undersheriff Williams added that Emergency Management ran smoothly as it was and did not wish to see a change.

Discussion ensued on the length of time Emergency Management had been under the Sheriff, and it was noted that even before it was officially under the Sheriff, the Sheriff had run its operations.

Sheriff St. John wanted Emergency Management to continue as part of the Sheriff's Office.

Commissioner Land stated that he had not wished to start an argument but wanted to set aside all Emergency Management revenue and expenses as its own budget to track expenses more accurately.

It was noted that the current method worked better because the grant funding went straight to the Sheriff's Office instead of passing through the County.

The Board suggested that if the Sheriff wished to continue operating Emergency Management, that he find funding within his budget to provide for an approximately \$150,000 shortfall for it.

Discussion continued on the Sheriff's budget.

Sheriff St. John agreed to find \$100,000 within his budget to cover a shortfall in Emergency Management if the County would fund the approximately \$50,000 required for a grant.

By consensus, the Board agreed to fund \$54,367 for an Emergency Management grant and the Sheriff's Office would absorb the remaining \$100,000 shortfall within his budget.

Discussion ensued on an increase in retirement costs, especially for high-risk employees such as most employees of the Sheriff's Office.

Mr. Moses Clepper, 14581 102nd Path, had many questions related to the increases in the Sheriff's budget. He was concerned about medical expenses and computer-related expenses.

Sheriff St. John stated that most of the increase for computer-related expenses was because of subscriptions renewals that came around every three years and had drastically increased since COVID.

Mr. Clepper questioned increases in mileage, rentals, and leases, and was concerned that some of the expenses were being used for reelection purposes.

Ms. Heather Henderson, Sheriff's Finance Director, clarified that rentals and leases were for items such as copiers and other related machines.

Mr. Clepper was concerned with operational expenses, executive salaries, and the overall increase in the Sheriff's budget.

The next request was from Jennifer Kinsey, Supervisor of Elections.

Supervisor Kinsey noted that a 10% increase in her budget due to a third election in FY 2023-2024.

Chairman White asked if another employee was truly needed in the Supervisor of Elections Office. Supervisor Kinsey replied that she had an employee who was close to retirement and needed a new employee to train through an election with her.

Supervisor Kinsey also reminded the Board that because redistricting had just been approved by the Board, there might be additional expenses related to new maps, adjusted voting precincts, etc. She also asked about holding back some of the money she would return to the Board for such expenses.

The Board agreed to allow Supervisor Kinsey to come back before the Board if she needed to move or hold funds as necessary for redistricting expenses.

Brief discussion ensued on what was required to finalize the redistricting process.

Chairman White called a brief recess at 10:45 a.m.

10:52 a.m.

Chairman White called the meeting back to order.

Commissioner Land discussed EOC grants and recommended that they go through County Finance so there was a paper trail. Sheriff St. John agreed to the change.

The next request was from Andy Jackson, **Soil and Water Conservation District.**

Mr. Andy Jackson, Executive Director, stated that due to a loss of Federal grant funding, one of his employees needed to be shifted to a County employee. The expense would be approximately \$40,000.

Brief discussion ensued on the position and if the employee handled only Suwannee County. Mr. Jackson replied that the employee in question worked in multiple counties.

Commissioner Land suggested talking with the other counties within the Conservation District to see if they would help fund their portion of the time.

By consensus, the Board agreed to fund the approximately \$40,000 for a Soil and Water Conservation District employee, with Commissioner Land to work with Mr. Jackson to request reimbursement from other counties' boards for their portion of the employee's work.

Mr. Larry Sessions, a member of the Soil and Water Conservation District Board, stated that the District added \$822 million to the County's economy through its work with agriculture.

The next request was from Jimmy Norris, **Economic Development/Tourist Development.**

Mr. Norris stated that the Tourism budget was the same as the previous year, with the only change in Economic Development coming from a marketing campaign.

The next request was from Bill Harden, **Airport.**

Mr. Harden updated the Board on upcoming grant-funded airport expansions and improvements, including taxiway improvements, a bulk hangar, repainting the runway, and T-hangar construction.

Discussion ensued on the airport budget, including a 4x4 vehicle on the wish list to help in some of the low spots around the airport.

The next request was from Carolyn Saft, **Extension Office.**

Mrs. Saft thanked the Board for their past support and that changes were mainly for salaries and a shift from contractual services.

Brief discussion was held on some building upgrades to be done by the Maintenance Department.

Maintenance Director Marcus Durham agreed to complete the project using his own operational funds and to have the \$6,000 in the Extension Office's budget moved back to General Revenue.

By consensus, the Board agreed that \$6,000 in the Extension Office's budget for upgrades would return to General Revenue, with the expense to be covered by the Maintenance Department.

The next request was from Eddie Hand, Fire-Rescue/EMS.

Chief Hand stated that there were few changes in the Fire budget, mainly due to general inflation.

After questioning, Chief Hand stated that there were still 16 volunteer firefighters who must be covered by insurance, which was down from some 40 volunteers when he became Chief.

Discussion ensued on adjustments, shortfalls, and assessments.

Chairman White noted that the Board had rescinded the \$10 increase in fire assessment in the previous evening's regular meeting and had discussed setting aside funding elsewhere.

The Board discussed funding options and using General Revenue transfers to make up shortfalls.

Commissioner Mobley suggested reducing sign expenses, as \$13,000 had been spent on them, and asked if local companies had been offered a chance to bid. Chief Hand replied that he went with the cheapest quote and local companies did not print the type of signs used.

Commissioner Land asked about the six unfilled EMS positions and if they were still necessary since the County had recently left the non-emergency transport business. Chief Hand replied that one of the positions had since been filled but his plan had been to use the positions to support stations and areas with higher call loads. He also hoped to find more paramedics.

After questioning by Chairman White, Chief Hand replied that the six (now five) open positions were not new positions but positions open because of employees leaving. He had not increased the number of total positions since he had begun as chief.

Commissioner Land asked about a difference in Other Salaries in the budget compared to actual expenses. Chief Hand replied that the number was the same that it had been for the last seven or eight years and was for casual and part-time workers as needed.

Commissioner Land questioned the increase in overtime that Chief Hand was requesting. Chief Hand replied the increase was to consider the salary increases approved by the Board. He added that because of the open positions along with other employees out for medical issues, he had to pay his other workers more overtime to cover. The only option to reducing overtime was to shut down stations.

Commissioner Land suggested, as he had with the Sheriff, that EMS look at reducing raises for the highest-paid employees because a 1% pay raise for them was much more than for a starting employee.

Discussion ensued on EMS salaries and making the pay competitive with other counties, especially when it came to the higher-trained paramedics who could make much more money in the private sector.

Chief Hand stated that long-time employees should be rewarded for their longevity.

Chairman White suggested a cap on employee pay to help with budgeting purposes.

Mr. Bo Hancock, 6135 Wiggins Road, stated that the 1% increase was not a pay raise *per se*, but an annual longevity raise set up by a previous Board instead of 5% once every 5 years that had been done previously. He also suggested that if the Board was concerned about revenue for Fire Rescue, why had they refused to increase the Fire assessment by \$10 per year (which was decided the previous evening)?

Discussion ensued on salaries and a cap.

Commissioner Land suggested that after employees reached a salary cap, future raises be based upon performance.

Much debate ensued on the possibility of salary caps and the huge undertaking it would be.

Mrs. Betty Lawrence, Director of Libraries, noted that before the 1% annual increases, it had been some time since most County employees had received raises.

August 2, 2023
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Live Oak, Florida

Mr. Wayne Hannaka, 11883 93rd Road, stated that it sounded like the Board wished to penalize the long-term dedicated employees, and the Board might find themselves looking for new employees because the experienced ones would leave.

Discussion continued on salaries and length of time employees remained with the County.

Chairman White recessed for lunch at 11:59 a.m., to return at 1:00 p.m.

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1:03 p.m.

Chairman White called the meeting back to order.

The next request was from Marcus Durham, **Maintenance Department.**

Mr. Durham stated that other than special projects for potential approval, maintenance and custodial costs were basically the same as the previous year.

The next request was from Jason Furry, **Parks and Recreation/Coliseum.**

Mr. Furry noted that some operational, parks maintenance, and repair lines increased and there was also a new line item for the South County Recreational area (Branford).

After questioning by Chairman White, Mr. Furry explained the interlocal nature of the City and County regarding the Recreation Department and that the City's funding was included in his budget.

Commissioner Land asked about the cost to clear, level, and plow the Ware property recently purchased by the County in District 5 and the additional acreage next to the Sportsplex for additional parking. Mr. Furry stated that the areas could be readied for approximately \$60,000, with most of the expense being at the Ware property.

Commissioner Perkins asked about monetary donations from local businesses to improve parks. Mr. Furry stated that he had received an offer from Pilgrim's Pride for work at the Douglass Center, and City properties were handled through the City.

Mr. Furry noted that he had a \$10,000 increase to replace tables at the Coliseum.

Commissioner Land suggested using TDC funding for work at the Coliseum and related areas.

Discussion ensued on the third-cent tourism tax revenue and the decrease in funds. It was noted that \$120,000 had been moved to another line item for Coliseum bathroom renovations.

Commissioner Hale noted constant requests for additional RV hookups at the Coliseum.

Commissioner Perkins asked about insulation and HVAC for the Douglass Center Gym. Mr. Durham replied that engineering plans were required first, and the County had advertised for architectural services to complete the necessary work.

County Administrator Scott stated that architectural and engineering plans were holding up several County projects.

Commissioner Land stated that insulation and HVAC would be helpful at the Douglass Center Gym.

County Administrator Scott stated that HVAC estimates were approximately \$750,000.

Mr. Durham clarified that the \$750,000 quote was from before COVID, and the price would now be approximately \$1 million.

It was noted that only \$300,000 had been set aside in escrow for the HVAC project.

The next request was from Betty Lawrence, **Suwannee River Regional Library**.

Mrs. Lawrence explained that the Regional Library System consisted of Suwannee, Madison, and Hamilton Counties, with funding provided by each county for their own libraries. She discussed Federal, State, and local revenue streams and that the largest increase in expenses was due to salaries, retirement, and related expenses. Mrs. Lawrence added that some expenses were mandated and out of her control.

Chairman White asked about vacant positions. Mrs. Lawrence replied that some had been filled but there were still some vacant positions due to turnover. She added that the number included part-time employees, which tended to not remain part-time employees for long.

Mrs. Lawrence announced that the State had agreed to fund the expansion of the Branford Library and to build a Springs and Waterway collection in Branford. She added that the State had also agreed to fund a new library in Greenville, in Madison County.

The next request was from Ron Meeks, **Planning and Zoning/Building Department.**

Mr. Meeks discussed **911 Addressing**, noting that the budget had reduced over the previous year due to the completion of some major projects. Repairs and maintenance had increased from \$1,200 to over \$110,000 due to the necessity of new equipment and computers for 911 Dispatching.

Commissioner Land asked about the \$529,000 in 911 Addressing contingency. Mrs. Jennifer Payne, 911 Addressing, replied that it was all State funding and could not be used for anything else.

Mr. Meeks discussed the **Building Department and Code Enforcement**, noting that most of the line items were like the previous year, with additional machinery and equipment to hopefully be purchased in the upcoming year. He added that the Building Department used fees to generate its revenue. Mr. Meeks noted that Code Enforcement Inspector Robin Crespo was now a licensed commercial drone operator and the office wished to purchase a drone for not only Code Enforcement usage, but Economic Development as well. The money would come from fees generated by the Building Department. Discussions had also been held about purchasing body cameras for Code Enforcement as well as an additional employee and related equipment expenses.

Commissioner Land asked if the drone could be used by Fire Rescue as well, since they had also made a request. Mr. Meeks replied that it was possible to purchase one drone that could handle all current requirements.

Chief Hand clarified that some of his employees were in the process of signing up for commercial drone certification and that his department would use a drone for emergencies, as well as fire prevention inspections. He was willing to share one drone for a few years until his own program was up and running.

Mr. Crespo stated that Code Enforcement and Fire Rescue would need to purchase separate drones because of differing requirements between Code Enforcement and Fire Rescue. He then explained some of the varying requirements that would not allow a short turnaround for drones and could be a liability in the event of an emergency.

Mr. Meeks discussed **Planning and Zoning**, noting that slight increases were due to advertising and normal increases. He added that there had been a line item for many years for an employee, and he would be asking for the employee this year to help not only his office, but other offices in the building.

Mr. Meeks discussed Veteran Services, noting normal increases in operational expenses.

The next request was from Greg Scott, **County Administration**.

County Administrator Scott discussed the **Board of County Commissioners**, noting some renovations for the County Offices and grant-funded projects.

Discussion ensued on approximately \$470,000 that could be utilized for insulation and HVAC at the Douglass Center.

Mr. Durham stated that he would get a quote on the project as soon as possible.

After questioning by Commissioner Land, County Administrator Scott stated that the County would pay off the First Federal line of credit.

Commissioner Land asked about a nearly \$800,000 shortfall for the new EOC. Ms. Funicelli replied that the shortfall was actually a required match from the County for the project.

After some discussion, it was noted that the County's portion of the new EOC cost was already funded in the budget.

The Board discussed a new generator for the Courthouse, and Mr. Durham noted that he was waiting on a transfer switch to install the equipment, which was still several months from being delivered. He added that new generators were now taking 72 months from order to delivery.

After questioning by Chairman White, County Administrator Scott stated that the Economic Development Office needed repair work to the façade, preferably with a look to match other buildings in the area like the Building Department, Tax Collector, and Property Appraiser.

By consensus, the Board agreed to add \$50,000 to the line item for Economic Development Office façade repairs.

The Board had no questions related to County Administration and County IT.

County Administrator Scott moved to Road and Bridge.

Commissioner Land asked about issues with a recent dump truck bid. County Administrator Scott replied that his office was reevaluating County leases versus purchases to determine the best course of action for the future.

Much discussion ensued on current dump truck leases, buybacks, and outright purchases.

Chairman White discussed the additional land at the Hatch Mine in Branford that he was currently negotiating for with the Hatch family. It was noted that money was budgeted for an increase in the lease costs due to property expansion, but there would be more costs necessary for equipment even though the drag line would be used less (since the new property would not be underwater).

Much discussion ensued on the equipment at the Branford mine and operations at the facility.

Commissioner Land asked about the 71st Street drainage near Peacock Lake. County Administrator Scott replied that the County needed to decide what to do, because the last bids were well above the money set aside for the project.

Chairman White asked if something really needed to be done because lawsuits had been involved. County Administrator Scott replied that he did not know that answer.

Brief discussion ensued on the matter, and it was noted that the County Attorney could research the issue and return with a recommendation.

The Board discussed chip sealing, road paving projects, and equipment related to the work.

County Administrator Scott discussed **Solid Waste Collection**, noting that revenues and expenses were relatively the same as the previous year. Funding had been set aside for the future purchase of trash compactors if the Board so chose.

After questioning by Commissioner Land, County Administrator Scott stated that the Board had advertised for a pole barn and he believed the cost would be less than anticipated, freeing up funds for other projects. He added that the Wellborn Solid Waste Collection Site was a small site but approximately 11 more acres had been purchased immediately to its south to allow for expansion.

After questioning by Chairman White, Landfill Supervisor Dennis Rafferty stated that despite the Board's attempt to get out of the commercial dumpster business by drastically raising prices, the Board still leased 105 commercial dumpsters, down from the 270 that the County had prior to raising prices.

Some discussion ensued on getting out of the commercial dumpster business altogether.

County Administrator Scott discussed **Solid Waste Disposal**, noting that disposal costs and contingency had increased over the prior year and that the overall budget had increased by \$695,000.

Commissioner Land noted that although many people had balked at the increase in Solid Waste assessments the prior year, that plus the increase in commercial dumpster fees had helped the Solid Waste Disposal fund to become solvent within one year.

Discussion ensued on annual costs for closed landfills, and that the costs would continue for the foreseeable future. Discussion was also had on a new liner for the leachate tank.

Commissioner Land left the meeting at 2:53 p.m.

County Administrator Scott moved to Utilities, noting that the increase in revenues was because of grants. Expenses had increased because of grant work, including water and sewer expansion.

Commissioner Land returned to the meeting at 2:54 p.m.

Discussion ensued on grant funding for the water and sewer expansions at the Catalyst Site as well as an annual \$75,000 reimbursement to Trulieve for water expansion near the CR 136/I-75 interchange that would become due starting this coming year and be paid over the next ten years.

After questioning by the Board, Mr. Norris replied that he would love to have a sign at the Catalyst Site and had been working with the various businesses there to help fund it.

The Board briefly discussed outside entities scheduled to attend the next day's workshop.

Chairman White suggested setting an amount for all outside entities and going with that instead of having every entity speak. He suggested \$120,000 between all entities, with the expenses the same as Fiscal Year 2020-2021 except for Hearthstone and United Way that would go from \$0 to \$2,500 each.

Discussion ensued on the Wellborn Community Association and Disabled Veterans.

Chairman White stated that he was trying to streamline the process and hoped that not every represented agency would desire to speak.

The Board agreed to ask outside entities if they wished to speak at Thursday's meeting if they so desired but would not require it.

The Board moved to a discussion of "wish list" items.

After much discussion, the Board agreed to a new service vehicle for the Maintenance Department for \$74,000, 3 Kubota utility carts for the Recreation Department for a total of \$45,000, a Toro Reel mower (used) for \$30,000 for the Recreation Department, a crew cab pickup truck for \$55,000 for the Recreation Department, a Hustler HyperDrive 72" mower for the Water/Sewer Plants for

\$15,400, 2 Grapple Trucks for Solid Waste Collection for \$132,888 total per year (2 year lease), resurfacing the Rec Yard at the Jail for \$80,000, updated automated HVAC controls at the Courthouse for \$80,000, an additional Code Enforcement Officer (a part-time employee at 29 hours per week) for \$44,926, a Cat 279D Track Loader for Road and Bridge for \$18,776 annually (4-year lease, with the option to purchase one instead), a Cat 313GC Excavator for Road and Bridge for \$38,915 annually (4-year lease, with the option to purchase one instead), a mower hoist/lift for the Recreation Department for \$5,000, a Royal Springs gate house and 4 part-time attendants for the Recreation Department for \$30,000, an Animal Control Officer for the Sheriff's Office for \$44,000, and Life Scan for the Sheriff's Office for \$58,220.

After much discussion of Fire Rescue equipment that already had funding available in the budget but needed Board approval, the Board agreed to a GM 3500 Gas Work Body Shift supervisor vehicle for \$72,000, a 40' x 40' storage barn for Station 1 for \$27,000, carport storage for reserve equipment for \$22,000, 4 sets of R42 stabilizing struts for \$12,000, water rescue equipment for \$10,000, and rope rescue equipment for \$13,200.

Commissioner Land asked about replacing the mobile home in McAlpin that was being used as a station and was the central location for the County. Chief Hand replied that he had the drawings that had been done under the previous chief, which were similar to the layout of the mobile home.

Discussion ensued about escrowing funds for a replacement station in McAlpin, including the \$40,000 in Fire Rescue expenses that were not approved and \$60,000 from Fire Rescue contingency.

By consensus, the Board agreed to set aside \$100,000 for a future replacement building for the McAlpin Fire Rescue station.

After approvals from the workshop, there remained \$1,934,519 in contingency, not including items that needed to be determined at the next day's workshop.

Mr. Clepper commented again on the signs purchased by Fire Rescue, noting that North Florida Printing Company had emailed him that they did in fact provide the same types of signs and asked to be included in future bids. Mr. Clepper noted that the purchased signs had come from Ocala and stated that the previous County Administrator had purchased many things through Ocala businesses as well due to his long time living there. He noted that at least 13 of the 23 Fire Rescue employees who had left in the previous two years were disgruntled and had even taken a pay cut to go to another county or company. Mr. Clepper questioned the Board approval of what he believed were unnecessary expenses for Fire Rescue, such as the water rescue equipment.

Commissioner Land asked for clarification on the number of Fire Rescue employees who had left the County's employment. Mr. Clepper reiterated that 13 of the last 23 Fire Rescue employees who left were disgruntled and had taken a pay cut to go to other agencies.

Chairman White believed that as much as possible the County departments should buy locally.

County Attorney Morrison cautioned the Board on favoring local businesses in purchases but recognized that local businesses should be included in bid solicitations.

Chief Hand clarified that a member of his staff had collected sign quotes, but the company selected was the same one that had made all the other County's building signs and he wished for uniformity. He also added that of the employees who had spoken to him about why they left the job, they had all informed him that it was because they either did not want to continue transferring non-emergency patients, or because they wanted to work for a fire department instead of a combined fire rescue department. Chief Hand stated that his employees saved lives and he would fight for them as long as he was chief, adding that he was fiscally responsible with the citizens' money and returned funds every year.

Chairman White left the meeting at 4:56 p.m.

After questioning by Commissioner Perkins, Chief Hand reiterated that he had purchased his signs from the same company that had provided signs for all the other County buildings.

Commissioner Hale stated on behalf of the Board that they wanted to see lives saved.

Chairman White returned to the meeting at 4:59 p.m.

Mr. Hannaka noted that benefits and insurance cost on average an additional 56% beyond the employee’s salary. He noted that setting a cap on employe salaries would not actually save much money, and strongly recommended that the Board not set them.

Mr. Chad Wainwright stated that a special called meeting previously advertised was not required the following day since assessment notices had not yet been sent out.

There being no further business to discuss, Chairman White recessed the budget workshop at 5:01 p.m., to return at 9:00 a.m. on Thursday, August 3rd, 2023.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

9:00 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a recessed budget workshop and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Finance Director Keith Gentry; Logan Woods and Neena Funicelli, Deputy Clerks; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the recessed budget workshop back to order at 9:05 a.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.

The purpose of the workshop was to discuss budget requests by various County-funded entities for Fiscal Year 2023-2024.

The first request was from **The Arc of North Florida.**

The ARC Executive Director thanked the Board for their support and asked for continued funding, as they received more referrals since COVID-19.

The next request was from **Disabled American Veterans.**

There were no questions.

The next request was from **Hearthstone Botanical Gardens.**

Judith Mundy, Director, asked for continued support for expansion of several garden areas. She also discussed future plans and events at the gardens.

The next request was from the **Historical Commission.**

Chairman Eric Musgrove noted that he would waive his time due to the length of the previous day's meeting and asked for questions. There were none.

The next request was from **Hooked on Heroes.**

Ron Cadle thanked the Board for their support over the years, noting they requested an increase this year as costs had risen and more veterans attended the events.

The next request was from **Police Athletic League (PAL)**.

Robert Ford, on behalf of the PAL Chairman who could not attend, thanked the Board for their support. He added that they were asking for a slight increase due to various program expansions.

Discussion ensued on summer programs.

The next request was from the **Chamber of Commerce**.

Hillary Cannon thanked the Board for their support and attendance at various Chamber events.

The next request was from **Suwannee Valley 4 C's**.

There were no questions.

The next request was from **Suwannee Valley Genealogical Society**.

Jinnie Hancock, President, thanked the Board for their support.

The next request was from **United Way of Suwannee Valley**.

There were no questions.

The next request was from **Vivid Visions, Inc.**

The Executive Director of Vivid Visions gave a brief history of the organization and discussed recent participation statistics, grants, and people they served.

The next request was from **Wellborn Community Association**.

Mayso Martin, President of Wellborn Community Association, thanked the Board for their support. The additional funding requested was due to the Association taking on the County's Toys for Tots program and a food bank, both of which required an adequate building for storage. The building they had currently needed repairs that would cost around \$5,000.

Chairman White reminded the Board of the previous day's decision to set aside \$120,000 for outside entities and split the amount between them. He wished to return to pre-COVID funding amounts.

Discussion ensued on setting the amount at \$125,000.

The Board approved funding the Wellborn Community Association at \$6,000; Vivid Visions at \$30,000; United Way at \$0; Genealogical Society at \$2,000; Suwannee Valley 4C's at \$5,000; Chamber of Commerce at \$22,500; PAL at \$6,000; Hooked on Heroes at \$3,000; Historical Commission at \$16,000; Hearthstone Botanical Gardens at \$2,500; Disabled Veterans at \$2,500; and the ARC at \$30,000, for a total funding amount for outside entities of \$125,500.

Chairman White returned to a discussion on a wish list item request for window replacements at the Courthouse for \$250,000. He suggested that only half of the requested amount be set aside out of the current budget year since the work would not be completed within the next year. After Maintenance Director Marc Durham had met with engineers, etc., the remainder of the amount could be funded or readdressed at the following budget year.

The Board agreed to set aside \$125,000 for the Courthouse window project.

Mr. Durham stated that he had the Douglass Center information the Board had requested the previous day. While they had money set aside for improvements, there had been equipment costs increases due to the general nature of the economy. The total cost was now \$650,000 instead of \$600,000, but the increase covered all the upgrades needed at the Douglass Center. This amount did not include the repair or replacement of the bleachers, which had another \$25,000 set aside.

Discussion ensued on grants received for the Douglass Center, potential lead times for equipment, hiring a project architect, and the bleachers.

Commissioner Land wished to readdress the 1% and \$0.50 pay increase for employees due to a rumor that had spread suggesting the Commissioners were no longer continuing the raises. He wanted to

let the public know that the rumor was not true, and the Board was simply discussing future possibilities regarding the 1% living increase, such as changing to a merit-based system instead of automatic.

Chairman White stated the raise system was still going to take place this year and upcoming years, but at some point, the tax revenue received by the County would not be enough to compensate for the raises, and therefore the system may need to change.

Bo Hancock discussed the history of the Board instituting the 1% and \$0.50 raise system, pointing out the 1% was not an actual raise but rather a longevity increase for employees. He stressed that the Commissioners needed to use the right terminology when addressing such issues to lesson confusion for employees. He reiterated that the 1% was not an actual pay raise but intended to keep employees.

Chairman White reiterated that at some point, salary raises would cause an issue for the County as tax revenues would not always compensate for the raises, but nothing was changing at this time.

Chairman White wished to address the third cent tax and \$155,000 in TDC reserves. He mentioned that there was clearing needed in Branford and Parks and Recreation Director Jason Furry had requested some upgrades needed at the Sportsplex. Chairman White asked if the TDC funding could be used for such purposes. If so, he suggested moving \$75,000 out of the \$155,000 to use for clearing and the Sportsplex.

Discussion ensued on use of the third cent TDC tax and what it could be used for.

The Board set aside \$75,000 from the \$155,000 TDC reserves for clearing and the Sportsplex.

Development Services Director Ronald Meeks discussed the additional Code Enforcement Officer position approved the previous day. As it would be difficult to find and hire qualified applicants with a part-time position, he wanted to raise the position to a 40-hour full time with benefits at \$18/hour.

Discussion ensued on the position.

The Board approved the additional Code Enforcement Officer as a 40-hour, full time position with benefits at \$18/hour for a total of \$56,000.

Discussion ensued on the work the employee would do, sufficient vehicles, code enforcement in the County, and handling of permits.

There was now \$1,671,945 in contingency.

Chairman White asked if there was funding set aside for paving.

County Administrator Scott replied there was a list of chips seal roads already covered in the budget, but there was not much additional funding for road paving.

Chairman White suggested moving \$1,000,000 out of contingency for road paving projects.

County Administrator Scott stated that there was \$49 million worth of projects coming up and he wanted to hire a project manager to oversee them as he did not think current staff could handle the workload without something faltering. A project manager position could help with engineering and plan oversight, as well as other things. Salary for the position would be in the \$85,000-\$95,000 range.

Chairman White asked if Brenda Flanagan and Willie Willis at County Offices were hired to help with such work and whether County Administrator Scott could utilize a combination of employees already on staff to handle the work. County Administrator Scott replied that they could, but he feared that with the number of projects, they could drop the ball on some things. Additionally, when FDOT and Federal grant money were involved, it usually required a CI to be onsite at projects that was not an inhouse employee.

Chairman White asked that County Administrator Scott investigate contracting the position to have more options to review before approving a project manager position.

Wayne Hannaka felt the County should approve the project manager person, as there needed to be a single person who oversaw the whole process of a project, especially with so many coming down the line and the amount of grants received. He noted that building plans often exceeded the budgeted amounts because there was typically not a project manager overseeing the process to give input on the

budgeted amounts. He further discussed the benefit of a project manager position, and that the County could save money by hiring one instead of contracting out the work.

Discussion ensued on whether to contract the position or hire someone in staff.

Chairman White stated that the contractual option could potentially be funded by grant money and that he simply wanted to see all the options before making any decisions. He did not want to hire a long-term employee that was only needed for several years of work while the projects were in progress.

Discussion ensued on whether to hire a long-term employee or a contracted project manager, and the issues and costs of hiring a project manager.

County Administrator Scott stated there was a request for an additional tree limb cutting crew. The cost for a four-man crew and equipment would be around \$677,000.

Chairman White again suggested potentially contracting with a company to do work as needed when tree trimming crews fell behind instead of hiring a whole additional crew and equipment.

Discussion ensued on mowing, litter pickup, and inmate labor.

County Administrator Scott stated his office was still working on advertising for litter pickup bids.

Commissioner Hale left the meeting at 10:18 a.m.

Discussion ensued on pickup options, inmates, and number of mowers with litter pickup capacity.

Commissioner Hale returned to the meeting at 10:20 a.m.

Commissioner Land wished to readdress a comment made during the Sheriff's budget that the Sheriff's Office employees were "double dipping" by receiving both an increase from State funding and the County's 1% and \$0.50 raise. He asked the Sheriff if his employees really needed the County increase when they were getting an increase from the State.

Sherrif Sam. St. John discussed the high rate of turnover in employees due to low pay and insurance issues. He stressed that the need to keep good, qualified employees in the County and that he was losing employees because the pay did not compare to surrounding areas and the State.

Discussion ensued on the need to retain qualified employees, salary raises, strain on the County to keep up with the 1% and \$0.50 yearly salary increase, the State raise process for Sheriff's Office employees, and how the State raise applied to new hires.

Mr. Hannaka brought up the wild dog issue in the County and asked if a leash law could be passed, along with a rule that if Animal Control picked up a dog, its owners needed to pay a fee to get them back.

Discussion ensued on the issue, the adoption fee currently in place at the animal shelter, the City animal pound's fee for owners to retrieve their pets, and the City's leash law.

Chairman White reiterated his suggestion of moving \$1 million from contingency to road paving, with the actual roads to pave brought back for discussion later.

Discussion ensued on road paving.

The Board agreed to move \$1,000,000 out of contingency into the Road Paving budget.

There was \$671,945 left in contingency.

Discussion ensued on the chip sealing process, expediting project completion, paving instead of chip sealing, and issues that slowed down chip sealing work.

There being no further business to discuss, the meeting adjourned at 10:47 a.m.

ATTEST:

_____, 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

Administration

Executive Summary

Objective: Approval of Business Incentive Grant Agreement from Project Somoa.

Considerations: On August 1, 2023 the Board of County Commissioners approved the business incentive grant application for Project Somoa. Pursuant to resolution 2015-35 and as amended 2016-06 Section 13, upon the Board's approval, the Department, through the office of the County Attorney shall prepare a grant agreement between the applicant and the County accurately reflecting any instructions or guidance provided by the Board at the time of approval for final approval.

Budget Impact: If approved, Project Somoa will be eligible for 7 annual installments of \$17,357.14 This will be included in the Economic Development budget and rebated based on the number of jobs, the average wage, and proof of payment of ad valorem taxes.

Recommendation: Approval of Business Incentive Grant Agreement

Respectfully submitted,

Dated:8/7/2023

Jimmy Norris,
Economic Development Director

ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (Agreement) is entered into between and among **SUWANNEE COUNTY, FLORIDA** (the County), a political subdivision of the State of Florida, located at 13150 80th Terrace, Live Oak, Florida, 32060 and **PROJECT SOMOA** which represents a Florida corporation, this 15th day of August 2023.

RECITALS

WHEREAS, Section 125.045, Florida Statutes, declares that a public purpose is served when a county makes economic development grants to private enterprises for the expansion of businesses existing in the county or the attraction of new businesses to the county; and

WHEREAS, Section 125.045, Florida Statutes, authorizes counties to spend public funds for economic development activities, including the making of economic development grants; and

WHEREAS, Section 125.045, Florida Statutes, expressly notes that such section of the Florida Statutes, “must be liberally construed in order to effectively carry out the purposes of this section” of the Florida Statutes; and

WHEREAS, consistent with Section 125.045, Florida Statutes, Suwannee County, pursuant to Resolution 2016-06, adopted and implemented a Suwannee County Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution; and

WHEREAS, **PROJECT SOMOA** received a favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

WHEREAS, **PROJECT SOMOA** anticipates creating **40 new jobs** in phase one at an average wage of **\$55,500.00**; and

WHEREAS, **PROJECT SOMOA** is purchasing property and will be building a new 50,000 sq ft facility in phase one located within Suwannee County, Florida; and

WHEREAS, in accordance with Resolution 2016-06, **PROJECT SOMOA** submitted an application to the County for the award of an Economic Development Grant, seeking incentives to reimburse up to seventy-five percent (75%) of the general county portion of ad valorem taxes on capital improvements and fifty percent (50%) of net-new tangible personal property for four (4) years associated with the project; and

WHEREAS, in accordance with Resolution 2016-06, the Suwannee County Economic Development Department (Department) has reviewed the application and issued a report evaluating the proposed enterprise.

NOW, THEREFORE, the County, and **PROJECT SOMOA** (the Parties), in consideration of the terms set forth below, agree as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

Section 2. Project Details.

The Project shall be restricted to the specific details contained in **PROJECT SOMOA's** Application for Economic Development Grant, a copy of which is attached to this agreement as Exhibit A, and a New Job Schedule, a copy of which is attached to this agreement as Exhibit B, which is incorporated into this agreement by reference.

Section 3. Duration.

This agreement shall be effective from August 15, 2023, until December 31, 2033, or until the County submits the final payment of the County Economic Development Grant to **PROJECT SOMOA**, whichever occurs first.

Section 4. Definitions.

Unless stated otherwise in this agreement, all terms that are defined in Resolution 2016-06 shall have the same meaning as is set forth therein.

Section 5. Total Number of New Full-Time Equivalent Jobs.

(a) **PROJECT SOMOA** represents that they will initially provide at least 40 new full-time equivalent jobs in Suwannee County as a result of the project. The 40 new full-time equivalent jobs are to be created by **December 31, 2026**, at the latest.

(b) **PROJECT SOMOA's** representation of the number of new full-time equivalent jobs that will be created by the project was a factor relied upon by the County with respect to entering into this agreement. Therefore, once **PROJECT SOMOA** fulfills its full-time equivalent jobs requirement as set forth in subsection (a) above, they shall be required to maintain at least that many full-time equivalent jobs in the County in order to maintain their eligibility to receive the maximum Economic Development Grant funds pursuant to this agreement. **PROJECT SOMOA** shall file with the Economic Development Director

each quarterly IRS Form 941 during the term of this agreement at the same time such reporting is required by Federal Law.

Section 6. Average Wage of Full-Time Equivalent Jobs.

(a) **PROJECT SOMOA** represents that they will provide wages at an average of at least **\$55,500.00** in the aggregate for the new full-time equivalent jobs in Suwannee County as a result of the project.

(b) **PROJECT SOMOA's** representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the County with respect to entering into this agreement. Therefore, once **PROJECT SOMOA** fulfills its full-time equivalent jobs requirement as set forth in Section 5 of this agreement, the average wage of the new full-time equivalent jobs in the County shall be considered a condition associated with **PROJECT SOMOA's** eligibility to receive County Economic Development Grant funds.

Section 7. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by **PROJECT SOMOA** to the County for a County Economic Development Grant payment, **PROJECT SOMOA** shall pay to the County a total amount equal to the general County portion of County ad valorem taxes. It is expressly understood by the Parties that **PROJECT SOMOA** shall pay the total amount of County ad valorem taxes as shown on **PROJECT SOMOA's** tax bill prior to **PROJECT SOMOA** applying for, or receiving, any County Economic Development Grant payment in any eligible County fiscal year.

Section 8. Authority of the Board to Review Records.

(a) The Department reserves the right upon reasonable notice of seven (7) days, to review and copy all applicable financial and personnel records of **PROJECT SOMOA** relating to the capital investment and new full-time equivalent jobs contemplated and then maintained under this agreement in order to determine the degree of **PROJECT SOMOA's** compliance with this agreement, as well as **PROJECT SOMOA's** compliance with the applicable provisions of Resolution 2016-06, as may be amended from time to time.

(b) The Department shall maintain such financial and personnel records, data, information, correspondence, and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of **PROJECT SOMOA** for such purpose.

Section 9. Timely Filed Claims; Consequences for Failure to File Timely Claims.

(a) Economic Development Grant payments shall be made pursuant to the requirements set forth in the Suwannee County Business Incentives Resolution, as may be amended from time to time.

(b) For each fiscal year in which **PROJECT SOMOA** is eligible for an Economic Development Grant payment, **PROJECT SOMOA** shall submit a claim to the County for such payment no later than May 1st for the preceding year's performance. Any claim made pursuant to this agreement shall comply with the requirements set forth in Resolution 2016-06.

(c) If **PROJECT SOMOA** fails to timely submit a claim to the County for an Economic Development Grant payment during any eligible fiscal year, then **PROJECT SOMOA** shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect **PROJECT SOMOA**'s right to seek Economic Development Grant payments in any other fiscal year.

(d) Upon written request by **PROJECT SOMOA**, the Board may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this agreement. Nothing in this subsection shall create any obligation on the part of the Board to approve an untimely claim for an Economic Development Grant payment.

Section 10. Conditions of Compliance; Consequence for Failure to Comply.

(a) In order to remain eligible for County Economic Development Grant payments, **PROJECT SOMOA** must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement, and any applicable provisions of Resolution 2016-06.

(b) **PROJECT SOMOA** shall complete construction of the project and occupy the premises by December 31, 2026.

(c) Should the Board determine that **PROJECT SOMOA** has failed to comply with the conditions set forth in Sections 5, 6, 8(a) or 10(b) of this agreement, the Board shall notify **PROJECT SOMOA** of such non-compliance no later than 30 days after the Board makes such a determination. **PROJECT SOMOA** shall have 30 days from the date of the Board's notification in which to submit to the County a written report that either sufficiently documents **PROJECT SOMOA**'s compliance with the conditions set forth in the Board's notification or sufficiently sets forth all corrective action to be taken by **PROJECT SOMOA** in order to come into compliance with the conditions set forth in Sections 5, 6, 8(a) or 10(b) above.

(d) If **PROJECT SOMOA** fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance or fail to provide a plan to cure approved by the Board within such time, then the County may terminate this agreement without further notice to **PROJECT SOMOA**, and the parties shall be released from any further obligations under this agreement.

Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

(a) By executing this agreement, **PROJECT SOMOA** represents that they have obtained all licenses and other authorizations to do business in the state of Florida and Suwannee County. **PROJECT SOMOA** acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any County Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in **PROJECT SOMOA** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

(b) By executing this agreement, **PROJECT SOMOA** acknowledges that compliance with all terms of this agreement shall be a condition precedent to **PROJECT SOMOA** receiving any County Economic Development Grant payment. Failure to comply with the terms of this agreement shall result in **PROJECT SOMOA** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

Section 12. Notice Regarding Grant Payments

(a) **PROJECT SOMOA** acknowledges that the County's payment of grant funds pursuant to this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board to appropriate funds for Economic Development Grants during any given fiscal year.

(b) If Economic Development Grant funds are unavailable in a particular fiscal year, **PROJECT SOMOA** shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the Board authorizes such payment by resolution. If the Board authorizes additional payments pursuant to this subsection, the County and **PROJECT SOMOA** shall execute an amendment to this agreement, which shall incorporate the resolution authorizing the additional payments.

Section 13. Total Amount of County Economic Development Grant; Re-Calculation of Total Amount Permitted.

(a) **PROJECT SOMOA** shall be eligible to receive grant payments under this agreement starting with the first full year after official business start-up date, with 2026 being the initial start-up year.

- | | |
|-------------------------------------|-------------------------------------|
| (1) 2027, based on 2026 performance | (5) 2031, based on 2030 performance |
| (2) 2028, based on 2027 performance | (6) 2032, based on 2031 performance |

- (3) 2029, based on 2028 performance (7) 2033, based on 2032 performance
(4) 2030, based on 2029 performance

(b) Subject to the provisions of Resolution 2016-06, the Business Incentive Program, and this agreement, the average grant payment to be paid in each fiscal year is approximately \$17,357.14. A preliminary economic development grant calculation sheet is attached to this agreement as Exhibit C and is incorporated into this agreement by reference. Notwithstanding the foregoing, if during the initial or any subsequent year the capital improvements and new tangible assets do not total the anticipated investment of one or both investments, the grant calculation will be adjusted accordingly.

(c) Notwithstanding the provisions of subsection 5(b) above, **PROJECT SOMOA's** eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Resolution 2016-06, and Business Incentive Program guidelines. Grant payments are tied to **PROJECT SOMOA's** ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on **PROJECT SOMOA's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **PROJECT SOMOA** under this agreement for phase one is \$121,500.00. However, nothing in this subsection shall entitle **PROJECT SOMOA** to receive the maximum amount of funds if **PROJECT SOMOA** would not be otherwise entitled to the funds according to Department's grant calculation.

Section 14. Notices.

All official notices to the County shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Suwannee County Economic Development Director
Jimmy Norris
220 Pine Avenue SW
Live Oak, Florida 32064

Any official notice sent to the County shall be copied to the Office of County Attorney:

Office of County Attorney
Adam Morrison
108 West Howard Street
Live Oak, Florida 32064

All official notices to **PROJECT SOMOA** shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to

PROJECT SOMOA's CEO.

Section 15. Timeframe for Approval, Acceptance, and Execution of this Agreement; Consequences for Failure to Comply.

(a) Upon approval of this agreement by the Board, the Chairman or County Administrator shall execute two copies of the agreement and forward both copies to **PROJECT SOMOA**. **PROJECT SOMOA** shall execute both copies and shall return one copy to the County, retaining the second copy for their records, within 30 days of the County's execution of the agreement.

(b) If **PROJECT SOMOA** fails to timely execute and deliver a copy of this agreement to the County within 30 days of the Chairman's or County Administrator's execution of the agreement and fails to apply to the agency for an extension of time, the Board's approval of this agreement shall be automatically terminated and this agreement shall be rendered void.

(c) If **PROJECT SOMOA** is unable to return an executed copy of this agreement to the County within 30 days of the County's execution of the agreement, **PROJECT SOMOA** may apply to the agency for a single extension not to exceed 30 days.

Section 16. Amendments to this Agreement.

Both the County and **PROJECT SOMOA** acknowledge that this agreement constitutes the complete agreement and understanding of the parties. Except as otherwise provided in this agreement, any amendment to this agreement shall be in writing and shall be executed by duly authorized representatives of both the County and **PROJECT SOMOA**.

Section 17. Termination.

(a) This agreement may be terminated as provided in Section 10 of this document.

(b) The County may terminate this agreement if **PROJECT SOMOA** fails to comply with the terms of this agreement or the requirements of Resolution 2016-06.

(c) Notice of termination of this agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this agreement.

Section 18. Assignment.

PROJECT SOMOA may not assign or otherwise transfer their rights and duties under this agreement. Should **PROJECT SOMOA** assign or otherwise transfer their rights under this agreement, this agreement shall be automatically terminated. Nothing in this section shall prevent **PROJECT SOMOA** from assigning or otherwise transferring their

rights and duties under this agreement to an affiliate, subsidiary, or parent company of **PROJECT SOMOA**.

Section 19. Public Records.

PROJECT SOMOA acknowledges that the County is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This agreement, and all documents associated with this agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the County shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

Section 20. Captions.

The captions and headings in this agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this agreement.

Section 21. Severability.

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable and the remainder of the agreement shall remain in full force and effect.

Section 22. Authority to Execute.

Each party covenants that it has the lawful authority to enter into this agreement and has authorized the execution of this agreement by the signatories below.

IN WITNESS WHEREOF, the Parties have executed this agreement this 15th day of August, 2023.

**SUWANNEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: _____
FRANKLIN WHITE
Chairman

ATTEST:

By: _____
BARRY BAKER
CLERK

PROJECT SOMOA

By: _____
Title: Project Somoa CEO

WITNESS:

Signature: _____
Printed Name: _____

EXHIBIT A

APPLICATION

[withheld per Florida Statute 288.075]

EXHIBIT B

NEW JOB PHASING SCHEDULE

40 new FTE jobs by December 31, 2026

EXHIBIT C
COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION

[to be attached]



Jimmy Norris
Economic Development Director
(386) 364-1700

220 Pine Avenue SW
Live Oak, FL 32064
jimmyn@suwcountyfl.gov

ESTIMATE OF ECONOMIC DEVELOPMENT	
Grant Calculation - July 17, 2023	
Project Somoa	
Calculations based on County Proposed millage rates effective on October 1, 2022	
Category: New Business	
POINTS AWARDED	
Target Industry: New Business - Manufacturing	2
Total Investment: \$5,000,000 initial	3
Facility Size: 50,000 sq. ft.	2
Job Creation: 40 net new positions initially	2
Wages: Average wage \$55,500.00	3
Location: Catalyst Site	0
County Resident	0
Proximity to utilities	5
Total Points	17
Project is eligible	
Total Value of Capital Improvements	3,500,000
Multiplied by County Millage rate	0.90%
Annual Ad Valorem Tax (general county portion)	31,500.00
75% Annual Ad Valorem Tax (gen county portion)	75%
Total Estimated Rebate Per Year	23,625.00
Multiplied by # Eligible Years	4
Ad Valorem Tax (general county portion) Estimate =	94500.00
Total Estimated Value of New Tangible Assets	1,500,000
Multiplied by County Millage rate	0.90%
Annual new tangible business personal property tax (gen county portion)	13,500.00
50% Annual new tangible business personal property tax (gen county portion)	50%
Total Estimated Rebate Per Year	6,750.00
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general county portion)	27000.00
REBATE SCHEDULE & PAYOUT	
Total Maximum Possible Incentive:	121,500.00
Rebate will consist of 7 annual installments of:	17,357.14

Note: This application is for Phase 1 of a multi-phase project which ultimately will have a capital investment of \$30,000,000 and an estimated 300 jobs.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of amendments to Suwannee County Capital Improvement Plan.

Considerations:

The benefits of creating and annually updating the Capital Improvement Plan include:

- Focusing the County expenditures on the needs expressed by the governmental departments and agencies
- Transparency in the identification of high-priority projects
- Improving the County's eligibility for State and Federal grants
- Budgeting for improvements and major renovations or purchases annually rather than reacting only to the needs of that year.
- Required for planning for items to be added to the Legislative Appropriations list.

Recommendation:

We respectfully request the Suwannee County Board of County Commissioners approve the amendments to the Suwannee County Capital Improvement Plan.

Respectfully submitted,

Dated: August 15, 2023

Greg Scott,
County Administrator

Suwannee County
Fiscal Years 2023-2028
Capital Improvement Plan

Project Category	Project Description	Project Cost	Request Amount	Priority
Catalyst Site	Wastewater collection	\$ 2,619,800.00		High
Catalyst Site	Water Infrastructure In	\$ 3,301,000.00		High
Catalyst Site	Design, Engineering, and construction of Spray Field			High
Catalyst Site	Design, Engineering, and construction of Wastewater Treatment Plant			High
Catalyst Site	Design and Engineering for Water Plant	\$ 836,000.00		High
Catalyst Site	Design, Engineering and construction of Water Tower			High
Catalyst Site	Natural gas distribution infrastructure			High
Catalyst Site	Widening and Reconstruction of 169th Road			High
Catalyst Site	Perimeter Service Road north			High
Catalyst Site	Future Development Property Acquisition			High
Catalyst Site	Future Fire Rescue Station			High
Catalyst Site	Rail Crossing on 169th Road			High
Catalyst Site	US 90 improvements - widening, turn lanes, stacking lanes			High
General Infrastructure	US 129 Corridor infrastructure improvement			High

Road and Bridge Improvements	68th Terrace Sewer Infrastructure Improvement	\$ 1,226,202.00		High
Road and Bridge Improvements	68th Terrace Road Widening and Resurfacing	\$ 1,349,147.00		High
Road and Bridge Improvements	184 Road Construction	\$ 2,975,263.67		High
Road and Bridge Improvements	CR 137 Reconstruction and Resurfacing North	\$ 3,487,040.69		High
Road and Bridge Improvements	CR 137 reconstruction including widening and shoulders from US 90 South			High
Road and Bridge Improvements	CR 250 Reconstruction Phase 1 and Phase2	TBD		Medium
Road and Bridge Improvements	CR 349 widening and resurfacing			Medium
Road and Bridge Improvements	Remainder of CR 49 from CR 252 to 208th Street resurfacing and widening			Medium
Road and Bridge Improvements	Overpass on CR 136E/I-75			Medium
Road and Bridge Improvements	CR 132 widening and resurfacing			Medium
Airport	Hangar construction for new and expanding business			High
Airport	Extend runway			Medium
Airport	Purchase property adjacent to Airport			Medium
Parks & Rec	Expansion of First Federal Sportsplex			High
Parks & Rec	Douglas Center			Medium
Parks & Rec	Suwannee County South Equestrian Center			Medium
Parks & Rec	Greenway Trail Extension north			Low
Parks & Rec	Wellborn Community Park			Low

Fire Rescue	Fire Station No. 2 (McAlpin)			Medium
Buildings	New building for Tax Collector and Property Appraiser			Medium
Buildings	New building for Clerk of Court			Medium
Buildings	New building for Sheriff - Criminal Division			Medium



Suwannee River Economic Council, Inc.

**Post Office Box 70
Live Oak, Florida 32064**

Item No. 5

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

July 13, 2023

Mr. Greg Scott
Suwannee County Manager
13150 80th Terrace
Live Oak FL 32064

Enclosed please find the Suwannee County SHIP Annual Report for close out fiscal year 2020/2021 and interim year 2021/2022 to be added to the Consent Agenda for the Board of County Commission meeting on Tuesday, August 15, 2023.

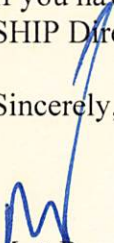
There are a couple of notable items:


1. On Form 2 there is a table for Rental Unit Information. This table does not apply to your County. This table is standard for all local governments across the state and cannot be removed from the report.
2. On Form 2 in the table for the Home Ownership/Construction/Rehab you will see an error message in the column for "% of Trust Fund". Since there was no SHIP Trust Fund allocation for the 2020/2021 funding year, this column creates an error message. Florida Housing Finance Corp. is aware of this issue and has informed all local governments to submit the Annual Report as is.
3. On Form 4 in the table for Administration by Entity you will note the dollar amount is \$0. This is because there was no SHIP allocation for the 2020/2021 funding year, thus there are no administration fees.

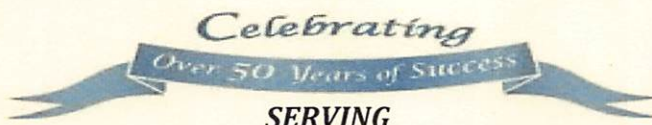
Enclosed with the Annual Report is the Certification form to be executed by the appropriate County Officials. There are two (2) originals enclosed. Please return one original to us and retain the other for your records.

If you have any questions or need additional information, please contact Stephanie Barrington, SHIP Director, at extension *242.

Sincerely,


Matt Pearson
Executive Director

MP/sb 
Enclosures



BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

"This institution is an equal opportunity provider and employer."

Funded in part through a grant by the State of Florida Department of Elder Affairs

Suwannee County

SHIP Annual Report

Close-out Year 2020 / 2021

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
6	EMERGENCY REPAIR	\$36,822.57	5				

Homeownership Totals: \$36,822.57 5

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units

Rental Totals:

Subtotals: \$36,822.57 5

Additional Use of Funds

Use	Expended
Administrative	\$.00
Homeownership Counseling	\$.00
Admin From Program Income	\$.00
Admin From Disaster Funds	\$.00

Totals: \$36,822.57 5 \$.00 \$.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$.00
Program Income (Interest)	\$222.57
Program Income (Payments)	\$36,600.00
Recaptured Funds	\$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$.00
Total:	\$36,822.57

* Carry Forward to Next Year: \$.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	322	378	549	705	803
VLI	485	520	623	720	803
LOW	776	831	997	1,151	1,285
MOD	1,164	1,248	1,497	1,729	1,929
Up to 140%	1,358	1,456	1,746	2,017	2,250

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$36,822.57	100.00%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$36,822.57	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$36,822.57	\$0.00	#Error	65%
Construction / Rehabilitation	\$36,822.57	\$0.00	#Error	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	\$20,072.57	54.51%
Very Low	\$16,750.00	45.49%
Low	\$0.00	.00%
Moderate	\$0.00	.00%
Over 120%-140%	\$0.00	.00%
Totals:	\$36,822.57	100.00%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low		0	\$20,072.57	3	\$20,072.57	3
Very Low		0	\$16,750.00	2	\$16,750.00	2
Low		0		0	\$.00	0
Moderate		0		0	\$.00	0
Over 120%-140%		0		0	\$.00	0
Totals:	\$.00	0	\$36,822.57	5	\$36,822.57	5

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
EMERGENCY REPAIR	Unincorporated	1	2				3
EMERGENCY REPAIR	LIVE OAK	2					2
Totals:		3	2				5

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
EMERGENCY REPAIR	Unincorporated				3	3
EMERGENCY REPAIR	LIVE OAK			1	1	2
Totals:				1	4	5

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
EMERGENCY REPAIR	Unincorporated	2	1		3
EMERGENCY REPAIR	LIVE OAK	1	1		2
Totals:		3	2		5

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
EMERGENCY REPAIR	Unincorporated	1	2					3
EMERGENCY REPAIR	LIVE OAK		2					2
Totals:		1	4					5

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
EMERGENCY REPAIR	Unincorporated			3	3
EMERGENCY REPAIR	LIVE OAK			1	1
Totals:				4	4

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Implemented, in LHAP	1993
Ongoing review process		Required	Implemented, in LHAP	1993

Support Services

1. SREC, Inc. will provide a housing counselor to educate persons for the responsibility of home ownership, credit counseling, etc. in a Home Ownership course provided in conjunction with the University of Florida IFAS Extension Office.

2. The wide range of SREC, Inc. support services available to SHIP recipients include:

- a. Community Services Block Grant
- b. Low Income Home Emergency Assistance Program
- c. US Dept. of Agriculture Commodities
- d. Aging Programs for Seniors

Other Accomplishments

N/A

Availability for Public Inspection and Comments

Public Notice posted at courthouse with no comments received.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans:	347	
Mortgage Foreclosures		
A. Very low income households in foreclosure:	1	
B. Low income households in foreclosure:	1	
C. Moderate households in foreclosure:	3	
Foreclosed Loans Life-to-date:	5	
SHIP Program Foreclosure Percentage Rate Life to Date:		1.44
Mortgage Defaults		
A. Very low income households in default:	1	
B. Low income households in default:	1	
C. Moderate households in default:	3	
Defaulted Loans Life-to-date:	5	
SHIP Program Default Percentage Rate Life to Date:		1.44

Strategies and Production Costs

Strategy	Average Cost
EMERGENCY REPAIR	\$6,137.10

Expended Funds

Total Unit Count: 5 Total Expended Amount: \$36,822.57

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
EMERGENCY REPAIR	MARY BELL	505 BARCLAY ST	LIVE OAK	32060	\$8,500.00	
EMERGENCY REPAIR	BARBARA FLEMING	202 JOHNSON AVE SW	LIVE OAK	32064	\$8,250.00	
EMERGENCY REPAIR	CLYDE MUNCIE	11767 116 TERR	LIVE OAK	32060	\$8,500.00	
EMERGENCY REPAIR	LINDA NUTT	8061 209TH PLACE	LIVE OAK	32060	\$1,890.00	2019-2020
EMERGENCY REPAIR	THEODORE WILSON	723 KING ST NE	LIVE OAK	32064	\$5,322.57	
EMERGENCY REPAIR	MAE YOUNG	509 STEPHEN ST	LIVE OAK	32064	\$4,360.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Suwannee River Economic Council, Inc.	Private Non-profit	All	All responsibilities of SHIP Administrator	\$.00
Local Government	County Government	All	Oversight of SREC, Inc.	\$.00

Program Income

Program Income Funds	
Loan Repayment:	\$.00
Refinance:	\$.00
Foreclosure:	\$.00
Sale of Property:	\$36,600.00
Interest Earned:	\$222.57
Total:	\$36,822.57

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	66
Approved	21
Denied	14

Explanation of Recaptured funds

Description	Amount
-------------	--------

N / A	

Total: \$.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

Or

Not Applicable

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
6	EMERGENCY REPAIR	\$26,432.57	4		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(6) EMERGENCY REPAIR	Receiving Supplemental Security Income	\$16,750.00	2		
(6) EMERGENCY REPAIR	Receiving Social Security Disability Insurance	\$9,682.57	2		

Provide a description of efforts to reduce homelessness:

County residents:

1. Needing emergency shelter housing will be referred to GRACE Marketplace.
2. Seeking information for affordable rental housing and are not in immediate danger of eviction and/or homelessness will be referred to floridahousingsearch.org.
3. Will be provided additional assistance through the Emergency Repair strategy which provides for the correction of health, safety, and building code violations in order for the resident to maintain the existing home and prevent homelessness.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	\$350,000.00	
Program Income	\$24,673.65	
Program Funds Expended	\$277,186.43	
Program Funds Encumbered	\$62,487.22	
Total Administration Funds Expended	\$35,000.00	
Total Administration Funds Encumbered	\$0.00	
Homeownership Counseling		
Disaster Funds		
65% Homeownership Requirement	\$339,673.65	97.05%
75% Construction / Rehabilitation	\$307,673.65	87.91%
30% Very & Extremely Low Income Requirement	\$235,673.65	62.90%
30% Low Income Requirement		0.00%
20% Special Needs Requirement	\$165,662.43	47.33%
Carry Forward to Next Year		

Suwannee County Airport

Executive Summary

Objective:

To receive permission to advertise for bids for Construction of a New Hangar (FDOT #440059) at the Suwannee County Airport and to allow staff to sign all related documents.

Considerations:

A grant was awarded on November 22, 2021.

The bid documents are currently being prepared by our engineers.

Budget Impact: 100% funds reimbursed from FDOT.

Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to grant Suwannee County Airport permission to advertise for bids for Construction of a New Hangar at the Suwannee County Airport and to allow staff to sign all related documents.

Respectfully submitted:
Bill Harden
Airport Manager

Dated: August 15, 2023

To: Anderson Columbia, Inc.
PO Box 1829
Lake City, Florida 320656

From: Franklin White, Chairman
Suwannee County, Board of County Commissioners

Re: Notice of Cancellation of Suwannee County Contract 2022-108; 68th Terrace
Resurfacing

Please take notice that at the meeting of the Suwannee County Board of County Commissioners on August 15, 2023 a unanimous vote was taken to cancel Suwannee County Contract 2022-108 for the repaving of 68th Terrace due to significant changes to the scope and cost of the project.

The need to cancel the contract had previously been communicated to the winning bidder - Anderson Colombia, Inc. Board action was taken to ensure there was no outstanding liabilities between the county and the contractor.

Suwannee County appreciates Anderson Columbia, Inc.'s having participated in the bid process and apologizes for this unforeseen cancellation. The County looks forward to working with Anderson Columbia, Inc. in the future.

Franklin White, Chairman
Suwannee County Board of County
Commissioners

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with 68th Terrace Phase I.

Considerations:

The Board approved an agreement with Anderson Columbia during the September 6, 2022, regularly scheduled Board meeting. The agreement was for the milling and resurfacing of existing lanes on 68th Terrace.

Shortly after the execution of the contract, County staff were made aware of new economic initiatives in the area.

These improvements dictated a need for a better roadway, including reclaiming the existing pavement, widening and constructing a curb and gutter with a drainage system.

The subject Task Order from NFPS will provide surveying, right-of-way mapping, and the initial design needed for the right-of-way acquisition.

Budget Impact:

\$25,000 to be paid from Road Department Professional Services line.

Recommendation:

We respectfully request Suwannee County Board of County Commissioners approve Task Order with North Florida Professional Services, Inc. in the amount of \$25,000 for engineering services associated with 68th Terrace Phase I.

Respectfully submitted,

Dated: August 15, 2023

Greg Scott,
County Administrator



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

TASK ORDER FOR ENGINEERING SERVICES

68th Terrace Phase I

This agreement made this _____ day of August 2023 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The COUNTY intends to widen and redesign 68th Terrace, herein after being referred to as the PROJECT.

The CONSULTANT intends to provide the survey, R/W mapping and initial design needed for the R\W acquisition as per Exhibit A Scope of Services

The CONSULTANT agrees to provide these services for the lump sum of Twenty-Five Thousand Dollars (\$25,000.00). This fee shall be invoiced not more than once monthly based percentage of completion. This is in accordance with the Master Contract between COUNTY and CONSULTANT.

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein for the development of assessment survey.

IN WITNESS THEREOF, Suwannee County, Florida, through its Board of County Commissioners has caused this instrument to be executed on the day and year first shown above.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

Attest:

Clerk

BY: _____
Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: Gregory G. Bailey, P.E.
President

EXHIBIT A
SCOPE OF SERVICES
68th Terrace Phase I
Right of Way Acquisition

Survey

Survey limits from US 129 to 0.36 miles to the west, ending at the intersection of 68th and no-named dirt road.

Horizontal Project Control - includes researching datum records and existing maps, collecting field data on existing monumentation and maintained limits, establishing horizontal control points that are referenced to state plane coordinates and establishing a baseline of survey.

Vertical Project Control - includes researching vertical datum records and benchmark information and establishing vertical control points that are referenced to NAVO datum. Topography/ DTM (3D) - includes the field survey work required to pick up existing topographical features and ground points. Also includes the file processing required to create proper topographic symbology and a digital terrain model of the existing ground surface.

Underground Utility locates - includes the analysis of existing information regarding existing utility facilities in the project area, coordination with locate services and field survey work to collect location information on designated lines and WH holes.

R/W Data - includes researching existing maps and deeds, the field work to locate existing monumentation and fences and measurements to prepare parcel sketches. Processing data files - Includes the processing of the raw data files into CADD- compliant topographic drawings and Quality control reviews of the data.

Coordination - communication and action planning with landowners, Design staff and stakeholders.

Roadway Analysis

Typical Section analysis and selection - includes the review of the existing lane and shoulder widths, front slopes, traffic data and functional classification of the roadway. Analysis of this data and an understanding of the projected future use will result in the creation of a proposed Design Speed and typical section for the project.

Pavement Design analysis and selection - includes the collection of traffic loading data (including projected traffic for the design service year) and modulus numbers for the subgrade soils. Using this information, a required structural number will be established and a pavement design will be prepared in accordance with the FDOT Flexible Pavement Design Manual.

Evaluation of Critical Design Elements - includes an analysis of the design speed, lane widths, shoulder widths, bridge widths, horizontal alignment, super-elevation, vertical alignment, grade, stopping sight distance, cross slope and clear recovery area. These design criteria for these elements will be established and met if feasible. When any of the critical design elements cannot meet the established design criteria, mitigation features will be added and a design exception will be prepared and approved by the Engineer of Record and the local government's designated authority.

Plan Production and Drainage Analysis are not included in Phase 1.

Utility Coordination

Identify Existing Utility Owners (UAOs) - includes calling in a Design Ticket to Sunshine 811 to establish utility owner contact information and to begin coordination of locating existing utilities.

Utility coordination I follow-up - includes discussion with utility owners regarding known conflicts and the resolution to those conflicts.

Coordination - includes regular communication with UAO's and design staff to ensure that any known utility conflict is addressed.



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

Request approval of Mutual Aid Operating Plan between the Florida Forest Service and Suwannee County Fire Rescue.

Description:

Fire Rescue and the Florida Forest Service have a Mutual Aid Operating plan that has been in place for many years. This plan needs updating due to Staffing changes made by the Florida Forest Service. The Agreement has no changes from the previous agreements other than staff changes.

Requested Action:


We respectfully request Suwannee County Board of County Commissioners approve the Mutual Aid Operating Plan Between the Florida Forest Service and Suwannee County Fire Rescue and Authorize the Fire Chief to Sign any related paperwork.

Budget Impact:

No Impact.

Respectfully submitted:

Dated: August 15, 2023

Eddie Hand 
Fire Chief



OPERATING PLAN
Between
FLORIDA FOREST SERVICE
And
SUWANNEE COUNTY FIRE RESCUE

PURPOSE

The purpose of this plan is to outline operating procedures between the Florida Forest Service (F.F.S.) and Suwannee County Fire /Rescue within the framework of the current agreement between these agencies. The respective agencies have always responded to mutual aid calls. Therefore, this plan is not a new concept, only a written document that more clearly defines the extent of cooperation between agencies. This plan is to be reviewed by all parties involved and to be updated annually.

EXISTING AGREEMENTS

Under section 125.27 Florida Statutes, the Florida Forest Service of the Department of Agriculture and Consumer Services and the board of county commissioners of each county in this state shall enter into agreements for the establishment and maintenance of countywide fire protection of all forest and wild lands within said county, with the total cost of such fire protection being funded by state and federal funds. The agreement between Florida Forest Service and the Board of County Commissioners of Suwannee County establishes 401,500 acres of protected forest and wildland in the county. Florida Forest Service agrees to respond to and extinguish any wildland fire in the county. Florida Forest Service will provide wildfire detection using ground patrol and division aircraft.

Florida Forest Service will provide Federal-excess or State-excess equipment to be used in conjunction with the Rural Community Fire Protection (RCFP) program. Through RCFP, Florida Forest Service will provide training to volunteers and administer Title IV funds to VFD's to assist the county in upgrading their capabilities.

The Suwannee County Board of County Commissioners has a cooperative equipment lease with the Florida Forest Service. Currently Suwannee County has five VFD's with equipment on loan from Florida Forest Service. These departments have agreed to respond with labor and equipment to any fire in their primary area and to any other area of county when needed as local conditions permit.

RCFP loaned equipment will be adequately maintained, insured, and licensed by the respective governing body and will keep in a state of constant fire readiness.

BURNING AUTHORIZATIONS

The Florida Forest Service is responsible for the enforcement of Chapter 590 of Florida Statutes, which pertains to Forest Protection. An intergovernmental agreement between the Florida Forest Service and Department of Environmental Protection has delegated a portion of D.E.P. rules; Chapter 62-256 Open Burning, to Florida Forest Service has adopted Chapter 5I-2 Rural Open Burning. (Burning regulations included in appendix)

At this time, the Florida Forest Service and Department of Environmental Protection are the only agencies authorized to issue burning authorizations in Suwannee County. This includes the incorporated areas of Live Oak and the town of Branford.

The Florida Forest Service will issue burn authorizations for all agricultural, silvicultural and land clearing operations in Suwannee County. Florida Forest Service will handle complaints and enforce the Open Burning Laws and rules related to this type burning.

FIRE CAUSE INVESTIGATION

The Florida Forest Service initial attack crew will conduct a preliminary fire cause investigation. If enough information is obtained by that crew for possible criminal prosecution, this information will be turned over to the Forest Area Supervisor and Department of Agriculture law enforcement personnel, for further action.

Suwannee County Sheriff's Office and Florida Fish and Wildlife Conservation Commission have an agreement to enforce fire laws or assist with investigations when Department of Agriculture law enforcement personnel are unavailable.

All Florida Forest Service Forest Rangers are qualified as fire scene investigators and should be the person that handles this duty on wildland fires. When Suwannee County Fire Rescue is the first crew to respond, it is their responsibility to protect any evidence and to gather as much information as possible from persons at the scene, to aid in the investigation.

Suwannee County Fire Rescue, Suwannee County Sheriff's Office or qualified arson investigators with the State Fire Marshal's Office, will investigate structural fire damage.

Incident reports will be provided upon request from the agency that took major responsibility in the incident.

EQUIPMENT AND PERSONNEL

SUWANNEE COUNTY

SU- 4	STEELE	PICKUP 4X4
SU-42	BELL/BRANNON	TRANSPORT
SU-43		TRACTOR/PLOW
SU-44	MUMFORD / WILSON	TRANSPORT
SU-45		TRACTOR/PLOW
SU-46	ROGERS / SWORDS	TRANSPORT
SU-47		TRACTOR/PLOW
SU-104	WELLS	BRUSH TRUCK
300gal 4X4		
SU-114	RANGER	BRUSH TRUCK
300gal 4X4		

PLAN APPROVAL

BY _____ TITLE _____ DATE _____.

BY *[Signature]* TITLE *Forest Area Supervisor* DATE *7/26/23*

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of MOD 1 to CDBG-CV grant agreement for a 1-year time extension

Considerations:

- The County entered into agreement # 22CV-S11 for \$5M in funding for a multi-purpose/Covid facility in Mar 2022
- County staff communicated to Department of Commerce staff prior to receiving the award indicating the 18-month period of performance was insufficient due to the extensive time required for environmental assessment.
- The current agreement expires on 9/30/2023 and despite best efforts to launch key phases of the project a year in advance, there is not enough time to complete the project.
- Department of Commerce has approved a 1-year extension to the grant agreement.
- Should the Board approve, the period of performance will be modified to the following: March 1, 2022 (the "Effective Date") and ends on September 30, 2024 (the "Expiration Date").

Budget Impact:

- No budget impact

Recommendation:

- Respectfully request the Board to approve and execute the MOD-1 to CDBG-CV grant agreement #22CV-S11 pending County Attorney review/recommendation

Respectfully submitted,

Greg Scott,

County Administrator



Modification to Subgrant Agreement

July 6, 2023

**Modification Number 1 to Subgrant Agreement Between
the Department of Commerce and
Suwanee County**

This Modification Number 1 is entered into by and between the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and Suwanee County, Florida (“the Recipient”), (each individually a “Party” and collectively the “Parties”).

WHEREAS, Commerce and the Recipient entered into **Contract Number 22CV-S11, FLAIR Contract Number H2482**, on March 1, 2022 (“the Agreement”), pursuant to which Commerce provided a subgrant in the amount of \$5,000,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

Revise the Activity Work Plan

- 1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

Revise the Project Narrative

- 2. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

Revise the Project Budget

- 3. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

Change the Number of Accomplishments and/or Beneficiaries

- 4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

July 6, 2023

Recipient: Suwannee County

Modification Number: 1

Contract Number: 22CV-S11

FLAIR Contract Number: H2482

Include an Unaddressed Need from the Application for Funding as Addressed Need

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

Change the Participating Parties

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.

7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

Extend the Agreement

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on, March 1, 2022 (the “Effective Date”) and ends on September 30, 2024 (the “Expiration Date”), unless otherwise terminated as provided in this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

Other:

9. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references to “Department of Economic Opportunity” or “DEO” in the Agreement are replaced with “Department of Commerce” or “Commerce,” as appropriate.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both Parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.



Modification to Subgrant Agreement

July 6, 2023

Recipient: Suwannee County

Modification Number: 1

Contract Number: 22CV-S11

FLAIR Contract Number: H2482

IN WITNESS WHEREOF, the Parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

Recipient: Suwannee County

By: _____

By: _____

Name: J. Alex Kelly

Name: Franklin White

Title: Secretary
Department of Commerce

Title: Chairman

Date: _____

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Department of Commerce

By: _____

Approved Date: _____

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of CDBG-HR grant agreement for housing renovations within the County jurisdiction

Considerations:

- The County was awarded \$750,000 in grant funding for housing renovation and reconstruction on 2/10/2023.
- The Department of Commerce, formerly know as Department of Economic Opportunity, has notified the County the grant agreement is ready for sign off

Budget Impact:

- No budget impact

Recommendation:

- Respectfully request the Board to approve and execute the CDBG-HR grant # 23DB-H12 pending County Attorney review/recommendation

Respectfully submitted,

Greg Scott,

County Administrator

Subgrant Contract Number: 23DB-H12
FLAIR Contract Number: H2537
CFDA Number: 14.228

State of Florida
Department of Economic Opportunity
Federally-Funded
Small Cities Community Development Block Grant (CDBG)
Subgrant Agreement – FFY 2021 & FFY 2022 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and Suwannee County, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

On July 1, 2023, the Florida Department of Economic Opportunity will be renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Narrative and Deliverables and Part 6 and Appendix A from Part 9 of the Recipient’s Florida Small Cities CDBG FFY 2021 and FFY 2022 Application for Funding submitted by the Recipient on July 21, 2022.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. Part 570 Subpart I (except that the Recipient does not assume DEO’s responsibilities described at § 570.604 and the Recipient does not assume DEO’s responsibility for initiating the review process under the provisions of 24 CFR part 58); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on January 1, 2023, (the “Effective Date”) and ends on July 31, 2025, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO’s Deputy Secretary of the Division of Community Development

approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO will also take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement (“Advanced Funds”) shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient’s accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. “Commingling” of funds is distinguishable from “blending” of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms

referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Narrative and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28,

F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors; provided, however, that Recipient shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

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

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

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;or
 - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was

made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Blake Rockwood, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8472 – Fax: (850) 922-5609

Email: Blake.Rockwood@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Randy Harris

Suwannee County

13150 80th Terrace

Suwannee County, Florida, 32060

Telephone: (386) 364-3400 - Fax: (386) 364-3545

Email: RandyH@Suwcountyfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (14)(a) of this Agreement.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200

contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

- Attachment A – Project Narrative and Deliverables
- Attachment B – Project Detail Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – Category Specific Conditions for Housing Rehabilitation
- Attachment F – State and Federal Statutes, Regulations, and Policies
- Attachment G – Civil Rights Requirements
- Attachment H – Reports
- Attachment I – Warranties and Representations
- Attachment J – Audit Requirements
 - Exhibit 1 to Attachment J – Funding Sources
- Attachment K – Audit Compliance Certification

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed the total amount of Seven Hundred Fifty Thousand Dollars and Zero Cents \$750,000.00), subject to the availability of funds. The State of Florida and DEO's performance and

obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability (“NFA”) through DEO’s financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO’s grant manager determined at the site visit that any of the Recipient’s procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO’s Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient’s Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required

to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or

removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification.

- (a) Section 448.095, F.S. requires the following:
 - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (c) If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

(26) Program Income.

- (a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.
- (b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

- (a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.
- (b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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**State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page**

Subgrant Contract Number: 23DB-H12

FLAIR Contract Number: H2537

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

Suwannee County, Florida

Department of Economic Opportunity

By: _____ Date: _____ By: _____ Date: _____
(Authorized Signature) (Authorized Signature)

Name: Franklin White Name: J. Alex Kelly

Title: Chairman Title: Secretary

Federal Tax ID#: 59-6000873

Unique ID #: X5JKGZD8PRK4

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

Attachment A – Project Narrative and Deliverables

1. **PROJECT NARRATIVE:** Suwannee County (“Recipient”) has been selected to participate in the Small Cities CDBG Program. The Recipient will use \$750,000 awarded under the housing rehabilitation category of the FFY 2021 and FFY 2022 Small Cities Community Development Block Grant Program to assist residents throughout the unincorporated area of the County. Necessary repairs may be provided in the form of renovation or demolition and replacement of existing housing units. At a minimum, eleven housing units whose occupants qualify as low- to moderate-income (LMI) households will be rehabilitated and brought into compliance with the local housing code and the U.S. Department of Housing and Urban Development’s Section 8 requirements. A minimum of three of the eleven households served will be occupied by persons who qualify as “low-income;” another two of the eleven households served will be occupied by persons who qualify as “very low-income.” Additional LMI housing units may be served if adequate funds remain in the budget after the eleven contracted housing units are completed.

Temporary relocation assistance may be provided to residents that are unable to remain in the home during construction, as needed.

The \$50,000, of SHIP funding, committed as leverage, will be expended after the CDBG site visit and before administrative closeout of the CDBG grant.

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient’s area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening or preconstruction meeting,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- Maintained client files,
- Attended meetings of the Recipient’s local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient’s authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit,
- Submitted requests for funds to DEO,
- Prepared subgrant modification documents, and
- Prepared the Administrative Closeout Report.

Attachment A – Project Narrative and Deliverables

Temporary Relocation Assistance Deliverable

- Paid temporary relocation expenses for households that are eligible under the Recipient’s Housing Assistance Plan.

Housing Rehabilitation Deliverable

The following items are eligible for reimbursement under Task 2:

- Title searches,
- Property surveys,
- Site-specific environmental review costs,
- Work write-up costs,
- Lead-based paint testing or abatement,
- Asbestos inspection or abatement,
- Termite inspection or treatment,
- Purchase of house plans for a demolition/rebuild,
- Filing fees for deferred payment loans and other required documents,
- Septic tank inspection(s) performed by a licensed septic tank contractor (see Florida Department of Health for list of qualified contractors), and
- Other environmental studies, such as Phase I and/or Phase II.

2. **RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.

3. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

4. **DELIVERABLES:** Recipient agrees to provide the following services as specified:

Deliverable No.1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation The Recipient shall complete eligible project implementation tasks as detailed in Attachment A, Section 1 – Project Narrative,	The Recipient shall be reimbursed upon completion of a minimum of one (1) project implementation task on a per completed task basis as detailed in Attachment A, Section 1 – Project Narrative, Project Implementation Deliverable; evidenced by invoice(s)	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

Attachment A – Project Narrative and Deliverables

Project Implementation Deliverable.	noting completed tasks as well as payroll and other supporting documentation, as applicable.	
Deliverable No.2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Temporary Relocation Assistance The Recipient shall provide temporary relocation assistance as detailed in Attachment A, Section 1 – Project Narrative, Temporary Relocation Assistance Deliverable.	The Recipient shall be reimbursed for temporary relocation assistance provided for a minimum of one (1) home as detailed in Attachment A, Section 1 – Project Narrative, Temporary Relocation Assistance Deliverable; evidenced by invoice(s) noting expense(s).	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable No.3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Housing Rehabilitation The Recipient shall complete rehabilitation services to at least the minimum number of number low-to moderate-income homes listed in Attachment A, Section 1 – Project Narrative, Housing Rehabilitation Deliverable. Task 1: Construction to rehabilitate or demolish/rebuild home(s) Task 2: Rehabilitation Services	Task 1: The Recipient shall be reimbursed upon completion of a minimum of twenty percent (20%) of the rehabilitation activities for one (1) home. As evidence of percent completion, the Recipient shall provide completed DEO-approved forms, documenting the percent completion for the home and the associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project. Task 2: The Recipient shall be reimbursed upon completion of a minimum of one (1) rehabilitation services task on a per completed task basis as detailed in Attachment A, Section 1 – Project Narrative, Housing Rehabilitation Assistance Deliverable; evidenced by invoice(s) noting completed tasks.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
TOTAL AWARD NOT TO EXCEED: \$750,000.00		

5. COST SHIFTING: The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

Attachment B – Project Detail Budget (Example)

Recipient: _____ Modification Number: N/A Contract Number: _____

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
2. Temporary Relocation Assistance											
3. Housing Rehabilitation											
Totals:											

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detailed Budget, Attachment A- Project Narrative and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
 - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;

Attachment D – Program and Special Conditions

- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
- g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
 - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

14. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form SC-51 – Bidding Information and Contractor Eligibility;
 - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);

Attachment D – Program and Special Conditions

- c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
 - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

Attachment D – Program and Special Conditions

22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
26. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment D – Program and Special Conditions

29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

1. Not Applicable

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Attachment E – Category Specific Conditions Housing Rehabilitation

1. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the “National Objective” of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG funds received for the activity must be repaid.
2. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.
3. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
4. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
5. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
6. Rehabilitation of all housing units funded in part or in full with CDBG funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
7. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
8. When CDBG funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
 - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property’s impervious surface;
 - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
 - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
 - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and
 - e. All structures on the property shall be demolished or relocated out of the floodplain.

Attachment E – Category Specific Conditions Housing Rehabilitation

9. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. 570.487 and 24 C.F.R. 35, Subparts B, J, and R, as incorporated in Rule 73C-23.0030, F.A.C. A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:
 - a. Prohibit the use of lead-based paint;
 - b. Notify potential beneficiaries of the hazards of lead-based paint;
 - c. inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
 - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
 - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
 - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
10. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 CFR Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
 - a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
 - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
 - c. Removal of asbestos by a licensed asbestos contractor.
11. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
12. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
13. To document completion of construction, each housing unit case file shall contain the following information:
 - a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
 - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
 - c. A copy of the contractor's license;

Attachment E – Category Specific Conditions Housing Rehabilitation

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
 - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
- a. Name of each head of household and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
 - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
 - 1) White,
 - 2) African American,
 - 3) Asian,
 - 4) American Indian or Alaskan Native,
 - 5) Native Hawaiian/Pacific Islander,
 - 6) American Indian or Alaskan Native and White
 - 7) Asian and White,
 - 8) African American and White,
 - 9) American Indian/Alaskan Native and African American, or
 - 10) Other Multi-Racial; and
 - 11) If the head of household is Hispanic

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause is required to be included in all CDBG-funded contracts.

Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that Suwannee County shall comply with all the provisions and Federal regulations listed in this attachment.

By: _____ **Date:** _____

Name: Franklin White

Title: Chairman

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient’s qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through DEO’s SERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet “Section 3” requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively “reimbursements”), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

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

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$750,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
	<i>This is not a research and development award.</i>

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

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

<p><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i></p>	
<p>Recipient:</p>	
<p>FEIN:</p>	<p>Recipient's Fiscal Year:</p>
<p>Contact Name:</p>	<p>Contact's Phone:</p>
<p>Contact's Email:</p>	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</p>	
<p>Signature of Authorized Representative</p>	<p>Date</p>
<p>Printed Name of Authorized Representative</p>	<p>Title of Authorized Representative</p>



Suwannee River Regional Library

1848 Ohio/M.L. King, Jr. Avenue South

Live Oak, Florida 32064

(386) 362-2317 • FAX (386) 364-6071

BETTY LAWRENCE
DIRECTOR OF LIBRARIES

August 8, 2023

Suwannee River Regional Library Request to Apply
For The 2023-24 State of Florida Public Library
Construction Program
Executive summary

On July 28, 2023 the Suwannee River Regional received a notification from the Florida Division of Library and Information Services announcing that the 2023-24 application window for Public Library Construction (PLC) Grants is now open. All public libraries are invited to submit an application for construction needs. The 2023-2024 Public Library Construction application is due by August 30, 2023. The applications will be considered during the 2024 Legislative Session. If funded, projects will begin 2024.

The Suwannee River Regional Library is requesting permission to apply for the Florida Public Library Construction Grant to be used to expand the existing Public Library services to Suwannee county citizens. The expansion will serve as flexible space that will provide the ability to increase computer training, better fulfill the library's role as an e-government destination, provide the ability to expand and increase library community informational and recreational programs, and provide additional space that will enable the library to partner with other organizations to bring added value to the lives of Suwannee County residents.

A handwritten signature in black ink that reads "Betty Lawrence".



Suwannee River Regional Library

1848 Ohio/M.L. King, Jr. Avenue South
Live Oak, Florida 32064
(386) 362-2317 • FAX (386) 364-6071

BETTY LAWRENCE
DIRECTOR OF LIBRARIES

August 8, 2023

Suwannee River Regional Library Request to Apply
For The 2023-24 State of Florida Public Library
Construction Program
Executive summary

On July 28, 2023 the Suwannee River Regional received a notification from the Florida Division of Library and Information Services announcing that the 2023-24 application window for Public Library Construction (PLC) Grants is now open. All public libraries are invited to submit an application for construction needs. The 2023-2024 Public Library Construction application is due by August 30, 2023. The applications will be considered during the 2024 Legislative Session. If funded, projects will begin 2024.

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A handwritten signature in black ink that reads "Betty Lawrence". The signature is written in a cursive style with a long horizontal stroke at the beginning.

SUWANNEE COUNTY
Administration
Executive Summary

Objective:

Piggyback on Suwannee County School Board contract to repair flooring overlay in the main rear hallway of 302 Pine Ave. building (Supervisor of Elections).

Considerations:

- Demo and replace floor overlay in the main hallway area of the 302 Pine Ave. building as instructed by the Board of County Commissioners. Piggybacking on the Suwannee County School Board RFP contract # 22-204 roofing, construction, and repair services.
- This is a non-budgeted item in the amount of \$23,888.28 to be paid out of maintenance repairs and maintenance line and justified in line clean up as directed by the Board of County Commissioners.

Recommendation:

Approval to move forward with repairs to flooring in the 302 Pine Ave. building (Supervisor of Elections).

Respectfully submitted, Dated: August 8, 2023

Suwannee County Facilities Director
Marcus Durham

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

March 30, 2023

Re: RFP 22-204-Roofing, Construction and Repair Services, Piggyback Purchasing

To Whom It May Concern:

Per the Florida Administrative Code, Rule 60A. 1-045(5)/6A-1.012(6), with the consent and agreement of the successful bidder, O'Neal Roofing Co., purchases may be made under this bid by other governmental agencies within the state of Florida. The same terms and conditions as stated in RFP 22-204 shall govern such purchases.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ethan R. Butts', with a long horizontal flourish extending to the right.

Ethan R. Butts
Director of Facilities

ERB/cjv

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

May 10, 2022

O'Neal Roofing Company
Attn: John W. O'Neal
P.O. Box 2166
Lake City, FL 32056

Dear Mr. O'Neal:

The letter will serve to notify you that the Suwannee County School Board, acting in special session on May 10, 2022, approved O'Neal Roofing Company as the successful bidder on RFP 22-204-Roofing, Construction and Repair Services, with the Suwannee County School District.

Thank you for your submission and for your interest in working with Suwannee County Schools. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Ethan R. Butts", with a long horizontal line extending to the right.

Ethan R. Butts
Director of Facilities

ERB/cjv

SUWANNEE COUNTY SCHOOL BOARD
FEDERAL CONSTRUCTION PROJECT
RFP 22-204 ROOFING, CONSTRUCTION AND REPAIR SERVICES
ADDENDUM

Per the Code of Federal Regulations (CFR), the Suwannee County School Board, a non-federal entity, must ensure that all federally funded projects comply with the current provisions set forth in Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal Award must contain provisions covering the following, as applicable. Therefore, the following terms and conditions shall be considered material terms of this contract.

(A) Equal Employment Opportunity. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(B) Compliance with the Davis-Bacon Act and Copeland "Anti-Kickback" Act. Contractor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). In accordance with the law and regulations, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Contractor is also prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Suwannee County School Board shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Compliance with the Clean Air Act and the Federal Water Pollution Control Act.

- (1) Clean Air Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

Contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to Suwannee County School Board, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Suwannee County School Board.

- (2) Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

Contractor agrees to report each violation to the Suwannee County School Board and understands and agrees that the Suwannee County School Board will, in turn, report each violation to the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include the requirements of paragraph (1) and (2) of this section in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Suwannee County School Board.

- (F) **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Suwannee County School Board. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Suwannee County School Board, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (G) **Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

- (H) **Procurement of Recovered Materials for All Contracts Involving Solid Waste.** In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage, found at: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- (I) **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Public Law 115-232, section 889, as used in this clause—

(b) **Prohibitions.**

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Suwannee County School Board to:
 - A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- D. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1. This clause does not prohibit Contractor from providing—
 - A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2. By necessary implication and regulation, the prohibitions also do not apply to:
 - A. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- 1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2. Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - A. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and

Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

B. Within 10 business days of submitting the information in paragraph (d)2.A. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(J) **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

By signing below, the contractor agrees to comply with the above.

Contractor

John W. O'Neil
Name: John W. O'Neil
Title: President

4-18-23
Date

Suwannee County School Board

Jerry Taylor
Jerry Taylor, Chair

APR 25 2023
Date

REQUEST FOR PROPOSALS

SUWANNEE COUNTY SCHOOL DISTRICT

1740 OHIO STREET, SOUTH
LIVE OAK, FL 32064

RFP NO. 22-204

ROOFING, CONSTRUCTION AND REPAIR SERVICES

A MANDATORY PRE-BID MEETING WILL BE HELD AT THE SUWANNEE COUNTY SCHOOL DISTRICT, FACILITIES DEPARTMENT OFFICE LOCATED AT 1729 SW WALKER AVENUE, LIVE OAK, FL 32064 ON MONDAY, APRIL 11, 2022 10:00 A.M. BID PACKS MAY BE ACCESSED THROUGH THE SUWANNEE COUNTY SCHOOL DISTRICT WEBSITE:

<http://www.suwannee.k12.fl.us/bids/open>

A SIGN IN SHEET MUST BE COMPLETED AT THE PRE-BID MEETING AND ANY COMPANY NOT REPRESENTED THEREON WILL NOT BE QUALIFIED TO BID.

THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA (HEREIN KNOWN AS THE BOARD), WILL RECEIVE SEALED PROPOSALS AT THE FINANCE OFFICE OF THE SUWANNEE COUNTY SCHOOL DISTRICT. PROPOSALS MUST BE SEALED IN AN ENVELOPE. THE ENVELOPE MUST BE CLEARLY MARKED, **REQUEST FOR PROPOSAL (RFP) 22-204, ROOFING, CONSTRUCTION AND REPAIR SERVICES**, AND MAILED OR DELIVERED TO 1740 OHIO STREET, SOUTH, LIVE OAK, FLORIDA 32064 PRIOR TO:

2:00 PM, LOCAL TIME, MONDAY, APRIL 25, 2022

PROPOSALS RECEIVED TIMELY WILL BE OPENED, TABULATED AND EVALUATED AT THE ABOVE TIME IN THE FINANCE OFFICE OF THE SUWANNEE COUNTY SCHOOL DISTRICT (UNLESS NOTIFIED OF A DIFFERENT LOCATION) AND WILL THEN BE PRESENTED TO THE BOARD FOR ACTION AT THE NEXT REGULARLY SCHEDULED MEETING.

EACH BIDDER MUST INCLUDE WITH THIS BID, A LETTER FROM HIS/HER BONDING AGENT STATING THAT BIDDER IS IN GOOD STANDING AND CAN, UPON REQUEST, PROVIDE NECESSARY PERFORMANCE AND PAYMENT BOND. YOU ARE REQUIRED TO PRODUCE PERFORMANCE AND PAYMENT BOND WITH AN AM BEST RATING OF A- OR BETTER FOR 100% OF THE CONTRACT VALUE.

A PROPOSAL WILL BE CONSIDERED A FIRM OFFER AND CANNOT BE WITHDRAWN SUBSEQUENT TO OPENING WITHOUT THE CONSENT OF THE BOARD FOR A PERIOD OF SIXTY (60) DAYS SUBSEQUENT TO THE OPENING OF THE BID PROPOSALS.

PROPOSALS MUST BE SUBMITTED ON THESE FORMS AND ENCLOSED IN AN ENVELOPE THAT IS TO BE SEALED AND RETURNED TO THE PURCHASING OFFICE PRIOR TO THE OPENING DATE AND TIME. ANY PROPOSALS RECEIVED AFTER THE DESIGNATED CUTOFF TIME WILL NOT BE CONSIDERED. A COPY OF EACH PAGE OF THIS PROPOSAL MUST BE RETURNED FOR THE PROPOSAL TO BE CONSIDERED.

THE BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF ANY OR ALL PROPOSALS AND THE RIGHT TO SECURE EXPERT ADVICE IN EVALUATING AND SELECTING THE LOWEST RESPONSIBLE PROPOSAL.

THE CONTRACT PERIOD WILL COMMENCE ON THE DATE FOLLOWING BOARD APPROVAL AND CONTINUE FOR A ONE-YEAR PERIOD. THE CONTRACT MAY BE EXTENDED FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS WITH MUTUAL CONSENT OF BOTH CONTRACTING PARTIES. THE BOARD RESERVES THE RIGHT TO CANCEL THE CONTRACT FOR NON-PERFORMANCE WITH THIRTY (30) DAYS WRITTEN NOTICE.

RFP NO. 22-204
ROOFING, CONSTRUCTION AND REPAIR SERVICES
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA
FACILITIES DEPARTMENT
1740 OHIO STREET, SOUTH
LIVE OAK, FL 32064

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ ALL INSTRUCTIONS PERTAINING TO THIS RFP AND THAT MY PROPOSAL COMPLIES, WITHOUT EXCEPTION, WITH ALL INSTRUCTIONS AND SPECIFICATIONS.

COMPANY

AUTHORIZED REPRESENTATIVE

TITLE

ADDRESS

CITY, STATE AND ZIP CODE

TELEPHONE: AREA CODE AND NUMBER

IF FOR ANY REASON YOU CANNOT RESPOND, PLEASE LIST THOSE REASONS BELOW:

**ROOFING, CONSTRUCTION AND REPAIR SERVICES
SUWANNEE COUNTY DISTRICT SCHOOLS
RFP NO. 22-204**

SPECIAL CONDITIONS:

1. **INSURANCE REQUIREMENTS:** THE CONTRACTOR WILL CARRY PUBLIC LIABILITY INSURANCE IN THE AMOUNT SPECIFIED BELOW, INCLUDING THE CONTRACTED LIABILITY ASSUMED BY THE CONTRACTOR AND WILL DELIVER A CERTIFICATE OF INSURANCE FROM CARRIERS, TO THE SUWANNEE COUNTY DISTRICT SCHOOLS FACILITIES DEPARTMENT, SPECIFYING SUCH LIMITS, AND WITH THE BOARD NAMED AS AN ADDITIONAL INSURED.

A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY
AS REQUIRED BY FLORIDA STATUTES, CHAPTER 440

B. COMPREHENSIVE GENERAL LIABILITY

BODILY INJURY: \$1,000.000 EACH OCCURRENCE
 \$1,000.000 ANNUAL AGGREGATE

PROPERTY DAMAGE: \$1,000.000 EACH OCCURRENCE
 \$1,000.000 ANNUAL AGGREGATE

CONTRACTUAL LIABILITY COVERS THE FOLLOWING INDEMNITY AGREEMENT: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE BOARD AGAINST ANY FORM OF LIABILITY, CLAIMS, DAMAGES, DEMANDS AND COST, INCLUDING ATTORNEY FEES OF EVERY KIND AND NATURE AND ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO DAMAGE OR DESTRUCTION OF PROPERTY RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.

2. CONTRACTORS SUBMITTING PROPOSALS SHALL BE A STATE CERTIFIED LICENSED GENERAL CONTRACTOR AND ROOFING CONTRACTOR.
3. INCLUDE WITH YOUR BID A COPY OF YOUR FLORIDA STATE CERTIFIED CONTRACTING & ROOFING LICENSE
4. CONTRACTOR FURNISH MATERIALS, THESE MATERIALS SHALL BE ITEMIZED ON THE INVOICE. CONTRACTORS COST OF MATERIALS PLUS MARK-UP PERCENTAGE.
5. DESCRIPTION OF JOB AND SERVICE PROVIDED SHALL BE INDICATED ON EACH INVOICE SUBMITTED FOR PAYMENT.
6. NO ADDITIONAL CHARGES OUTSIDE THE SCOPE OF THIS CONTRACT WILL BE ALLOWED.
7. ALL WORK UNDER THE TERMS OF THIS CONTRACT SHALL BE DONE IN THE MOST EFFICIENT MANNER. ALL TRASH AND DEBRIS GENERATED BY THE CONTRACTOR SHALL BE REMOVED BY THE CONTRACTOR, ALL WORK PERFORMED UNDER THE TERMS OF THIS CONTRACT WILL BE PERFORMED DURING HOURS WHEN THE BUILDING OR OFFICES ARE NOT OCCUPIED, WHEN AND IF POSSIBLE, OR AT THE DISCRETION OF COST CENTER ADMINISTRATORS.
8. ALL WORK UNDER THE TERMS OF THIS CONTRACT WILL REQUIRE A PURCHASE ORDER, WHICH SHALL BE ISSUED BY THE FACILITIES DEPARTMENT. THE PURCHASE ORDER NUMBER SHALL BE INCLUDED ON ALL INVOICES.
9. IF REQUESTED, MUST BE ABLE TO PROVIDE A BID BOND AND/OR PERFORMANCE AND PAYMENT BOND.

GENERAL CONDITIONS

1. **SEALED BID:** ONE (1) COPY OF ALL RFP SHEETS IN THIS REQUEST FOR PROPOSALS PACKAGE MUST BE COMPLETED AND RETURNED IN ORDER FOR THE PROPOSAL TO BE CONSIDERED FOR AWARD.

ALL PROPOSALS ARE SUBJECT TO THE CONDITIONS SPECIFIED IN THESE GENERAL CONDITIONS AND ON THE ATTACHED SHEETS AND ANY ADDENDA ISSUED THERETO.

- **COMPLETED PROPOSALS:** MUST BE SUBMITTED IN A SEALED ENVELOPE. THE RFP NUMBER, COMMODITY OR SERVICE COVERED AND THE TIME AND DATE SET FOR PROPOSAL OPENING **SHALL BE MARKED ON THE OUTSIDE OF THE ENVELOPE.**
 - **EXECUTION OF PROPOSALS:** PROPOSALS MUST CONTAIN A MANUAL SIGNATURE OF AN AUTHORIZED REPRESENTATIVE IN THE SPACE PROVIDED ON PAGE TWO (2). FAILURE TO PROPERLY SIGN THE PROPOSAL WILL INVALIDATE THE PROPOSAL. THE COMPANY NAME MUST APPEAR IN EACH SPACE PROVIDED. ALL PROPOSALS MUST BE COMPLETED IN INK OR BE TYPEWRITTEN. NO ERASURES OR WHITEOUTS WILL BE PERMITTED. IF A CORRECTION IS NECESSARY, DRAW A SINGLE LINE THROUGH. THE ORIGINAL PROPOSAL CONDITIONS AND SPECIFICATIONS CANNOT BE CHANGED OR ALTERED IN ANY WAY. ALTERED PROPOSALS WILL NOT BE CONSIDERED. CLARIFICATION OF PROPOSALS SUBMITTED MUST BE IN LETTER FORM, SIGNED BY THE PROPOSER(S) AND INCLUDED IN THE PROPOSAL PACKAGE.
2. **TAXES:** THE BOARD DOES NOT PAY FEDERAL EXCISE OR FLORIDA SALES AND USE TAX. DO NOT INCLUDE THESE TAXES ON THE INVOICE. THE APPLICABLE TAX EXEMPTION NUMBER IS PRINTED ON THE PURCHASE ORDERS. HOWEVER, THIS EXEMPTION DOES NOT APPLY TO CONTRACTORS WHO PURCHASE TANGIBLE PERSONAL PROPERTY FOR USE IN THE PERFORMANCE OF CONTRACTS FOR IMPROVEMENTS OF BOARD OWNED REAL PROPERTY AS DEFINED IN CHAPTER 192 OF THE FLORIDA STATUTES.
 3. **PROPOSERS CONDITIONS:** THE BOARD SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY CONDITIONAL PROPOSAL. ANY CONDITION (S) TO BE MADE PART OF THIS OR ANY PROPOSAL SHOULD BE SUBMITTED BY LETTER WITH A NOTE ON THE PROPOSAL FORM IF THE CONDITION(S) IS TO BE CONSIDERED.
 4. **AWARDS:** IN THE BEST INTEREST OF THE SUWANNEE COUNTY DISTRICT SCHOOLS, THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS OR ANY PART OF ANY PROPOSAL AND TO WAIVE ANY IRREGULARITY IN ANY PROPOSAL RECEIVED; TO ACCEPT ANY ITEM OR GROUP OF ITEMS UNLESS QUALIFIED BY PROPOSER; TO ACQUIRE ADDITIONAL QUANTITIES AT PRICES QUOTED IN THE PROPOSAL, UNLESS ADDITIONAL QUANTITIES ARE NOT ACCEPTABLE, IN WHICH CASE THE PROPOSAL FORM MUST BE NOTED "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY". ANY CONTRACT AWARDED AS A RESULT OF THIS OR ANY RFP SHALL CONFORM TO APPLICABLE FLORIDA STATUTES.
 5. **PROPOSAL OPENING:** WILL BE OPEN TO THE PUBLIC, ON THE DATE AND TIME SPECIFIED IN THE RFP DOCUMENTS. ALL PROPOSALS RECEIVED AFTER SPECIFIED TIME SHALL BE RETURNED, UNOPENED. PROPOSALS BY TELEPHONE OR FACSIMILE WILL NOT BE ACCEPTED.
 6. **CONFLICT OF INTEREST:** ANY AWARD AS A RESULT OF THIS OR ANY PROPOSAL IS SUBJECT TO THE PROVISIONS OF CHAPTER 112, FLORIDA STATUTES. ALL PROPOSERS MUST DISCLOSE WITH THEIR PROPOSAL PACKAGE, THE NAME OF ANY OFFICER, DIRECTOR OR AGENT WHO IS ALSO AN EMPLOYEE OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA FURTHER, ALL BIDDERS MUST DISCLOSE THE NAME OF ANY BOARD EMPLOYEE WHO OWNS, DIRECTLY OR INDIRECTLY, AND INTEREST GREATER THAN FIVE PERCENT (5%) IN THE PROPOSERS FIRM OR ANY OF ITS BRANCHES OR DIVISIONS.
 7. **ANTI-DISCRIMINATION:** THE PROPOSER CERTIFIES THAT HE OR SHE OR THEIR FIRM IS IN COMPLIANCE WITH THE NON-DISCRIMINATION CLAUSE CONTAINED IN SECTION 202, EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, RELATIVE TO EQUAL EMPLOYMENT OPPORTUNITY FOR ALL PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN.

8. **DEFAULT:** IN THE EVENT OF DEFAULT ON ANY CONTRACT AS A RESULT OF THIS RFP, THE CONTRACTOR WILL PAY TO THE BOARD, AS LIQUIDATED DAMAGES, AN AMOUNT EQUAL TO TWENTY FIVE PERCENT (25%) OF THE UNIT PRICE, TIMES THE PROPOSED QUANTITY OR FIVE HUNDRED DOLLARS (\$500.00), WHICHEVER AMOUNT IS LARGER. IN THE EVENT OF A DEFAULT ON ANY CONTRACT THE CONTRACTOR WILL PAY ALL ATTORNEY'S FEES AND COURT INCURRED IN COLLECTING LIQUIDATED DAMAGES.
9. **RIGHT OF PROTEST:** FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN FLORIDA STATUTES, SECTION 120.53. (5) SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.
10. **TERMINATE:** THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY RESERVES THE RIGHT TO TERMINATE ANY CONTRACT RESULTING FROM THIS RFP ON THIRTY (30) DAYS WRITTEN NOTICE.
11. **SPECIAL CONDITIONS:** ANY AND ALL SPECIAL CONDITIONS MAY VARY FROM THESE GENERAL CONDITIONS AND WILL HAVE PRECEDENCE OVER THE GENERAL CONDITIONS.
12. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** PURSUANT TO SECTION 287.133, THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR 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 (\$10,000.00) PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO FOR A PERIOD OF THIRTY SIX (36) MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST. BY COMPLETING THE PROPOSAL DOCUMENTS AND SUBMITTING A PROPOSAL, PROPOSERS ARE CERTIFYING THAT THEY ARE NOT AND HAVE NOT BEEN ON THE CONVICTED VENDOR LIST NOW OR WITHIN THE PAST THIRTY-SIX (36) MONTHS.
13. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTIONS 85.105 AND 85.110.
 - A. THE PROPOSER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:
 1. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
 2. HAVE NOT WITH A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
 3. ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR WILL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OR CONGRESS IN

CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.

4. HAVE NOT WITH A THREE (3) YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND

B. WHERE THE PROPOSER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL PACKAGE.

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATIONS.

NAME OF BIDDER: _____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: _____

NOTE:

GENERAL CONDITION NO. 13 MUST BE COMPLETED AND SIGNED BEFORE THE PROPOSAL FOR THIS RFP WILL BE CONSIDERED FOR AWARD.

SUWANNEE COUNTY SCHOOL DISTRICT
1740 OHIO STREET, SOUTH
LIVE OAK, FL 32064

UNIT COST DATA FOR ALL COST CATEGORIES
COVERING ROOF INSTALLATION

A. ROOFING ITEMS

I. GENERAL CONDITIONS:

REQUIRED SAFETY FENCING (6' CHAIN LINK)		LF	_____
CRANE SERVICE		HR	_____
TELESCOPIC LIFT UP TO 60'		WK	_____
EQUIPMENT RENTAL	COST +		_____ % _____
MANUFACTURERS WARRANTY	COST +		_____ % _____
SITE PREPARATION (NECESSARY FILL & SEEDING)		SF	_____
SITE PREPARATION (NECESSARY FILL & SOD)		SF	_____
BUILDERS RISK INSURANCE	COST +		_____ % _____
PERMIT (IF REQUIRED)	COST +		_____ % _____
MEMBRANE ROOF			
15 YEAR NO PENAL SUM WARRANTY			_____ % _____
20 YEAR NO PENAL SUM WARRANTY	COST +		_____ % _____
25 YEAR NO PENAL SUM WARRANTY	COST +		_____ % _____
30 YEAR NO PENAL SUM WARRANTY	COST +		_____ % _____
METAL ROOF			
20 YEAR WATER TIGHTNESS WARRANTY	COST +		_____ % _____
PROVIDE THERMAL SCAN	COST +		_____ % _____
PROVIDE PORTABLE TOILET	COST +		_____ % _____

II. DEMOLITION: FLAT ROOF AREAS:

1	PREP ROOF FOR RECOVER SYSTEM		SF	_____
2	REMOVE SINGLE PLY ROOFING		SF	_____
1	REMOVE GRAVEL SURFACED BUILT UP ROOFING		SF	_____
2	SPUD GRAVEL SURFACED BUILT UP ROOFING		SF	_____
3	REMOVE SPRAY FOAM OVER ROOFING		SF	_____
4	REMOVE MODIFIED BITUMEN ROOFING		SF	_____
5	REMOVE SLICK TOP BUILT-UP ROOFING:		SF	_____
6	REMOVE METAL PURLINS UP TO 8"		LF	_____
6	PROVIDE ASBESTOS SURVEY	COST +	_____ %	_____
6	PROVIDE ASBESTOS ABATEMENT	COST +	_____ %	_____
7	REMOVE/DISPOSE OF ASBESTOS ROOFING	COST +	_____ %	_____
8	REMOVE METAL DECKING		SF	_____
9	REMOVE TECTUM/WOODFIBER DECKING		SF	_____
9	REMOVE RIGID INSULATION UP TO 3"		SF	_____
10	REMOVE RIGID INSULATION; ADD PER INCH		SF	_____
11	REMOVE TAPERED INSULATION		SF	_____
12	REMOVE ROOF EDGE METAL		LF	_____
13	REMOVE FASCIA METAL; NOT TO EXCEED 16" S/O		LF	_____
14	REMOVE VERTICAL FASCIA PANELS & TRIM		SF	_____
15	REMOVE SOFFIT PANELS & TRIM		SF	_____
16	REMOVE GUTTER:		LF	_____
17	REMOVE DOWNSPOUTS; NOT TO EXCEED 30' HIGH		LF	_____
18	REMOVE DOWNSPOUT: ABOVE 30' HIGH		LF	_____
19	REMOVE COPING METAL		LF	_____
20	REMOVE WALL SCUPPER		EA	_____
21	REMOVE LEADERHEAD		EA	_____
22	REMOVE EXPANSION JOINT COVER		LF	_____

23	REMOVE PITCH PANS	EA	_____
24	CLEAN / PREP ROOF DRAINS	EA	_____
25	REMOVE ROOF DRAINS UP TO 6"	EA	_____
26	REMOVE SOIL PIPE FLASHING	EA	_____
27	REMOVE WALL FLASHING MEMBRANE	SF	_____
28	REMOVE COUNTER FLASHING	LF	_____
29	REMOVE BASE FLASHING @ CURB UP TO 24"	LF	_____
30	REMOVE LIGHTNING ARREST SYSTEM	LF	_____
31	REMOVE PIPE FLASHING UP TO 24" ROUND	EA	_____
32	REMOVE TRAFFIC PAD	LF	_____
33	REMOVE HVAC CONDENSATION LINES	LF	_____
34	REMOVE SATELLITE: TO BE RE-ALIGNED BY OWNER	EA	_____
35	REMOVE WOOD BLOCKING	BF	_____
36	REMOVE WOOD DECKING UP TO 3/4" PLYWOOD	BF	_____
37	REMOVE DECK VENTS	EA	_____
38	SPUD EXISTING GRAVEL AT TIE-IN	SF	_____
39	DISPOSAL FEE	CY	_____

III. SHEET METAL: 24 GA. TPO COATED METAL

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	_____
2	PROVIDE 24 GA. TPO COATED FLAT SHEET METAL	SF	_____

IV. SHEET METAL: .032 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	_____
2	INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	_____
3	INSTALL SOFFIT PANELS AND TRIM	SF	_____

- | | | | |
|----|---|----|-------|
| 4 | INSTALL VERTICAL FASCIA PANELS | SF | _____ |
| 5 | INSTALL COPING METAL: UP TO 24" S/O | LF | _____ |
| 6 | INSTALL (2) PIECE COUNTER FLASHING: 16" S/O | LF | _____ |
| 7 | INSTALL (1) PIECE COUNTER FLASHING: 12" S/O | LF | _____ |
| 8 | INSTALL SLIP EXPANSION JOINT COVER: 24" S/O | LF | _____ |
| 9 | INSTALL BOX GUTTER: UP TO 30" S/O | LF | _____ |
| 10 | INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH | LF | _____ |
| 11 | INSTALL THRU WALL SCUPPER: UP 12" WIDE | EA | _____ |
| 12 | INSTALL LEADERHEAD: UP TO 24" WIDE | EA | _____ |

V. SHEET METAL: .040 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

- | | | | |
|----|---|----|-------|
| 1 | INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O | LF | _____ |
| 2 | INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O | LF | _____ |
| 3 | INSTALL COPING METAL: UP TO 24" S/O | LF | _____ |
| 4 | INSTALL (2) PIECE COUNTER FLASHING: 16" S/O | LF | _____ |
| 5 | INSTALL (1) PIECE COUNTER FLASHING: 12" S/O | LF | _____ |
| 6 | INSTALL SLIP EXPANSION JOINT COVER: 24" S/O | LF | _____ |
| 7 | INSTALL BOX GUTTER: UP TO 30" S/O | LF | _____ |
| 8 | INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH | LF | _____ |
| 9 | INSTALL THRU WALL SCUPPER: UP 12" WIDE | EA | _____ |
| 10 | INSTALL LEADERHEAD: UP TO 24" WIDE | EA | _____ |

VI. SHEET METAL: .032 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

- | | | | |
|---|---|----|-------|
| 1 | INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O | LF | _____ |
| 2 | INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O | LF | _____ |

- | | | |
|----|---|----------|
| 3 | INSTALL COPING METAL: UP TO 24" S/O | LF _____ |
| 4 | INSTALL (2) PIECE COUNTER FLASHING: 16" S/O | LF _____ |
| 5 | INSTALL (1) PIECE COUNTER FLASHING: 12" S/O | LF _____ |
| 6 | INSTALL SLIP EXPANSION JOINT COVER: 24" S/O | LF _____ |
| 7 | INSTALL BOX GUTTER: UP TO 30" S/O | LF _____ |
| 8 | INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH | LF _____ |
| 9 | INSTALL THRU WALL SCUPPER: UP 12" WIDE | EA _____ |
| 10 | INSTALL LEADERHEAD: UP TO 24" WIDE | EA _____ |

VII. SHEET METAL: .040 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

- | | | |
|----|---|----------|
| 1 | INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O | LF _____ |
| 2 | INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O | LF _____ |
| 3 | INSTALL COPING METAL: UP TO 24" S/O | LF _____ |
| 4 | INSTALL (2) PIECE COUNTER FLASHING: 16" S/O | LF _____ |
| 5 | INSTALL (1) PIECE COUNTER FLASHING: 12" S/O | LF _____ |
| 6 | INSTALL SLIP EXPANSION JOINT COVER: 24" S/O | LF _____ |
| 7 | INSTALL BOX GUTTER: UP TO 30" S/O | LF _____ |
| 8 | INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH | LF _____ |
| 9 | INSTALL THRU WALL SCUPPER: UP 12" WIDE | EA _____ |
| 10 | INSTALL LEADERHEAD: UP TO 24" WIDE | EA _____ |

VIII. SHEET METAL: 24 GA. MILL FINISH

FURNISH ALL MATERIAL AND:

- | | | |
|---|---|----------|
| 1 | INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O | LF _____ |
| 2 | INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O | LF _____ |
| 3 | INSTALL SOFFIT PANELS AND TRIM | SF _____ |

- | | | | |
|----|---|----|-------|
| 4 | INSTALL VERTICAL FASCIA PANELS | SF | _____ |
| 5 | INSTALL COPING METAL: UP TO 24" S/O | LF | _____ |
| 6 | INSTALL (2) PIECE COUNTER FLASHING: 16" S/O | LF | _____ |
| 7 | INSTALL (1) PIECE COUNTER FLASHING: 12" S/O | LF | _____ |
| 8 | INSTALL SLIP EXPANSION JOINT COVER: 24" S/O | LF | _____ |
| 9 | INSTALL BOX GUTTER: UP TO 30" S/O | LF | _____ |
| 10 | INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH | LF | _____ |
| 11 | INSTALL THRU WALL SCUPPER: UP 12" WIDE | EA | _____ |
| 12 | INSTALL LEADERHEAD: UP TO 24" WIDE | EA | _____ |

IX. SHEET METAL: 24 GA. PAINTED KYNAR 500 FINISH

FURNISH ALL MATERIAL AND:

- | | | | |
|----|---|----|-------|
| 1 | INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O | LF | _____ |
| 2 | INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O | LF | _____ |
| 3 | INSTALL SOFFIT PANELS AND TRIM | SF | _____ |
| 4 | INSTALL VERTICAL FASCIA PANELS | SF | _____ |
| 5 | INSTALL COPING METAL: UP TO 24" S/O | LF | _____ |
| 6 | INSTALL (2) PIECE COUNTER FLASHING: 16" S/O | LF | _____ |
| 7 | INSTALL (1) PIECE COUNTER FLASHING: 12" S/O | LF | _____ |
| 8 | INSTALL SLIP EXPANSION JOINT COVER: 24" S/O | LF | _____ |
| 9 | INSTALL BOX GUTTER: UP TO 30" S/O | LF | _____ |
| 10 | INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH | LF | _____ |
| 11 | INSTALL THRU WALL SCUPPER: UP 12" WIDE | EA | _____ |
| 12 | INSTALL LEADERHEAD: UP TO 24" WIDE | EA | _____ |

X. NEW ROOF SYSTEM: NAILABLE DECK

MECHANICALLY ATTACHED WITH FASTENERS UP TO 8"

- | | | | |
|---|------------------------------------|----|-------|
| 1 | INSTALL 3 OZ. POLYESTER SLIP SHEET | SF | _____ |
| 2 | INSTALL 40 MIL TPO MEMBRANE | SF | _____ |

- | | | |
|---|---|----------|
| 3 | INSTALL 60 MIL TPO MEMBRANE | SF _____ |
| 4 | INSTALL 80 MIL TPO MEMBRANE | SF _____ |
| 5 | INSTALL 40 MIL TPO FB MEMBRANE | SF _____ |
| 6 | INSTALL 60 MIL TPO FB MEMBRANE | SF _____ |
| 7 | INSTALL 80 MIL TPO FB MEMBRANE | SF _____ |
| 8 | INSTALL 60 MIL TPO WALL FLASHING | SF _____ |

XI. NEW ROOF SYSTEM: NAILABLE DECK

ADHERED SYSTEM

- | | | |
|---|----------------------------------|----------|
| 1 | INSTALL 40 MIL TPO MEMBRANE | SF _____ |
| 2 | INSTALL 60 MIL TPO MEMBRANE | SF _____ |
| 3 | INSTALL 80 MIL TPO MEMBRANE | SF _____ |
| 4 | INSTALL 40 MIL TPO FB MEMBRANE | SF _____ |
| 5 | INSTALL 60 MIL TPO FB MEMBRANE | SF _____ |
| 6 | INSTALL 80 MIL TPO FB MEMBRANE | SF _____ |
| 7 | INSTALL 60 MIL TPO WALL FLASHING | SF _____ |

XII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

- | | | |
|---|--|----------|
| 1 | INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLYS OF TYPE IV FELT, GLAZE COATED | SF _____ |
| 2 | INSTALL FIBERGLASS BASE SHEET | SF _____ |
| 3 | INSTALL THREE (3) PLYS OF TYPE IV FELT | SF _____ |
| 4 | INSTALL FOUR (4) PLYS OF TYPE IV FELT | SF _____ |
| 5 | INSTALL THREE (3) PLYS OF TYPE VI FELT | SF _____ |
| 6 | INSTALL FOUR (4) PLYS OF TYPE VI FELT | SF _____ |

XIII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

- | | | |
|---|--|----------|
| 1 | INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLYS OF TYPE IV FELT, GLAZE COATED | SF _____ |
| 2 | INSTALL FIBERGLASS BASE SHEET | SF _____ |
| 3 | INSTALL THREE (3) PLYS OF TYPE IV FELT | SF _____ |
| 4 | INSTALL FOUR (4) PLYS OF TYPE IV FELT | SF _____ |
| 5 | INSTALL THREE (3) PLYS OF TYPE VI FELT | SF _____ |
| 6 | INSTALL FOUR (4) PLYS OF TYPE VI FELT | SF _____ |

XIV. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

- | | | |
|---|--|----------|
| 1 | INSTALL MODIFIED BITUMEN BASE SHEET (JM DYNA BASE OR OWNER APPROVED EQUAL) | SF _____ |
| 2 | INSTALL MODIFIED BITUMEN INTER PLY (JM DYNA PLY OR OWNER APPROVED EQUAL) | SF _____ |
| 3 | INSTALL MODIFIED BITUMEN CAP SHEET (JM DYNA CAP OR OWNER APPROVED EQUAL) | SF _____ |
| 4 | INSTALL MODIFIED BITUMEN WALL FLASHING SET IN MBR CEMENT. (JM DYNA FLEX OR OWNER APPROVED EQUAL) | SF _____ |

XV. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

- | | | |
|---|--|----------|
| 1 | INSTALL MODIFIED BITUMEN BASE SHEET (JM DYNA BASE OR OWNER APPROVED EQUAL) | SF _____ |
| 2 | INSTALL MODIFIED BITUMEN INTER PLY (JM DYNA PLY OR OWNER APPROVED EQUAL) | SF _____ |
| 3 | INSTALL MODIFIED BITUMEN CAP SHEET (JM DYNA CAP OR OWNER APPROVED EQUAL) | SF _____ |
| 4 | INSTALL MODIFIED BITUMEN WALL FLASHING SET IN MBR CEMENT. (JM DYNA FLEX OR OWNER APPROVED EQUAL) | SF _____ |

XVI. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

- 1 INSTALL MODIFIED BITUMEN BASE SHEET
(JM DYNA BASE OR OWNER APPROVED EQUAL) SF _____
- 2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL) SF _____
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL) SF _____
- 4 INSTALL MODIFIED BITUMEN WALL FLASHING
SET IN MBR CEMENT.
(JM DYNA FLEX OR OWNER APPROVED EQUAL) SF _____

XVII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

- 1 INSTALL MODIFIED BITUMEN BASE SHEET
(JM DYNA BASE OR OWNER APPROVED EQUAL) SF _____
- 2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL) SF _____
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL) SF _____
- 4 INSTALL MODIFIED BITUMEN WALL FLASHING
SET IN MBR CEMENT.
(JM DYNA FLEX OR OWNER APPROVED EQUAL) SF _____

XVIII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

TORCH APPLIED

- 1 INSTALL TYPE IV FIBERGLASS FELT
(JM GLASPLY PREMIER OR OWNER APPROVED EQUAL) SF _____
- 2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNAWELD BASE OR OWNER APPROVED EQUAL) SF _____
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA WELD CAP FR OR OWNER APPROVED EQUAL) SF _____
- 4 INSTALL MODIFIED BITUMEN WALL FLASHING SF _____

XIX. MISC ITEMS

FURNISH ALL MATERIAL AND:

1	PRESSURE WASHING	SF	_____
2	INSTALL MEMBRANE USING 2 PART URETHANE ADHESIVE	SF	_____
3	INSTALL INSULATION/COVERBOARD USING 2 PART URETHANE ADHESIVE	SF	_____
1	INSTALL MODIFIED BITUMEN BASE FLASHNG @ CURBS UP TO 24" HIGH	LF	_____
2	INSTALL LEAD FLASHING AT VTR 1 - 1/2" - 6"	EA	_____
3	FLASH ROOF DRAINS AS PER MANUF. REQUIREMENTS	EA	_____
4	INSTALL ONE WAY DECK VENTS	EA	_____
5	INSTALL PITCH PANS UP TO 12" X 12"	EA	_____
6	INSTALL TRAFFIC PAD	SF	_____
7	INSTALL WOOD BLOCKING	BF	_____
8	INSTALL WOOD DECKING	BF	_____
9	INSTALL 22 GA. TYPE B G-60 METAL DECK	SF	_____
10	INSTALL METAL PURLINS UP TO 8"	LF	_____
10	INSTALL TECTUM/WOODFIBER DECK	SF	_____
10	INSTALL 16 GA. 2" ROOF HUGGERS W/ FASTENERS	LF	_____
11	INSTALL ROOF DRAIN UP TO 6"	EA	_____
12	INSTALL ROOF DRAIN PIPING UP TO 6" WITH FITTINGS	LF	_____
13	INSTALL S-50 ROOF HATCH WITH LADDER UP ATTACHMENT	EA	_____
14	REMOVE / REINSTALL ROOF TOP EQUIPMENT COST +	%	_____
15	REMOVE / INSTALL ROOF TOP ITEMS COST +	%	_____

XX. INSULATION: HOT ASPHALT

FURNISH ALL MATERIAL AND:

1	INSTALL POLY ISO INSULATION	BF	_____
2	INSTALL PERLITE INSULATION	BF	_____
3	INSTALL 1/2" DENSDECK	SF	_____
4	INSTALL 1/4" DENSDECK	SF	_____
5	INSTALL 1/4" DURA BOARD	SF	_____
5	INSTALL 1/2" DURA BOARD	SF	_____

- 6 INSTALL 1/4" TAPERED ISO SYSTEM SF _____
- 7 INSTALL 1/8" TAPERED ISO SYSTEM SF _____
- 8 INSTALL 1/2" ISO CRICKETS SF _____
- 9 INSTALL 1/4" TAPERED PERLITE SYSTEM SF _____
- 10 INSTALL 1/8" TAPERED PERLITE SYSTEM SF _____
- 11 INSTALL 1" PERLITE FILL SF _____
- 12 INSTALL 2" PERLITE FILL SF _____
- 13 INSTALL 1" ISO FILL SF _____
- 14 INSTALL 2" ISO FILL SF _____

XXI. INSULATION: MECHANICALLY ATTACHED

FURNISH ALL MATERIAL AND:

- 1 INSTALL POLY ISO INSULATION BF _____
- 2 INSTALL PERLITE INSULATION BF _____
- 3 INSTALL 1/2" DENSDECK SF _____
- 4 INSTALL 1/4" DENSDECK SF _____
- 5 INSTALL 1/4" DURA BOARD SF _____
- 5 INSTALL 1/2" DURA BOARD SF _____
- 6 INSTALL 1/4" TAPERED ISO SYSTEM SF _____
- 7 INSTALL 1/8" TAPERED ISO SYSTEM SF _____
- 8 INSTALL 1/2" ISO CRICKETS SF _____
- 9 INSTALL 1/4" TAPERED PERLITE SYSTEM SF _____
- 10 INSTALL 1/8" TAPERED PERLITE SYSTEM SF _____
- 11 INSTALL 1" PERLITE FILL SF _____
- 12 INSTALL 2" PERLITE FILL SF _____
- 13 INSTALL 1" ISO FILL SF _____
- 14 INSTALL 2" ISO FILL SF _____

XXII. DEMOLITION: SHINGLE & METAL ROOF UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

- 1 REMOVE EXISTING SHINGLE ROOFING: SF _____
- 2 REMOVE EXISTING METAL ROOFING: SF _____
- 3 REMOVE EXISTING UNDERLAYMENT SF _____
- 4 REMOVE EXISTING EAVESDRIP METAL: LF _____
- 5 REMOVE EXISTING FASCIA METAL: LF _____
- 6 REMOVE EXISTING HIP & RIDGE CAP: LF _____
- 7 REMOVE EXISTING RIDGE VENT LF _____
- 8 REMOVE EXISTING VALLEY METAL: LF _____
- 9 REMOVE EXISTING WALL FLASHING LF _____
- 10 DISPOSAL FEE: SQ _____

XXIII. NEW ROOFING: FIBERGLASS SHINGLES UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

- 1 INSTALL NEW 30# FELT UNDERLAYMENT: SF _____
- 2 INSTALL NEW SYNTHETIC UNDERLAYMENT:
(TITANTIUM-UDL OR OWNER APPROVED EQUAL) SF _____
- 3 INSTALL NEW 40 MIL PEEL & STICK SF _____
- 4 INSTALL NEW 6" 26 GA. EAVEDRIP METAL LF _____
- 5 INSTALL NEW 24 GA VALLEY METAL 16" S/O LF _____
- 6 INSTALL NEW SOIL PIPE FLASHING UP TO 6" EA _____
- 7 INSTALL NEW RIDGE VENT. SHINGLE OVER LF _____
- 8 INSTALL BASE WALL FLASHING: 12" S/O LF _____
- 9 INSTALL NEW COUNTER FLASHING: 8" S/O LF _____
- 10 INSTALL NEW OFF RIDGE VENT: 6' EA _____
- 11 INSTALL FLASHING AT PIPE. UP TO 12" EA _____

- 12 INSTALL HIP & RIDGE CAP: LF _____
- 13 INSTALL 25 YEAR 3 - TAB SHINGLES SQ _____
- 14 INSTALL LIFETIME ARCHITECTURAL SHINGLES: SQ _____
- 15 UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+ _____ % _____

XXIV. DEMOLITION: SHINGLE & METAL ROOF 8/12 AND ABOVE

FURNISH ALL MATERIAL AND:

- 1 REMOVE EXISTING SHINGLE ROOFING: SF _____
- 2 REMOVE EXISTING METAL ROOFING: SF _____
- 3 REMOVE EXISTING UNDERLAYMENT SF _____
- 4 REMOVE EXISTING FASCIA METAL: LF _____
- 5 REMOVE EXISTING HIP & RIDGE CAP: LF _____
- 6 RMEOVE EXISTING RIDGE VENT LF _____
- 7 REMOVE EXISTING VALLEY METAL: LF _____
- 8 REMOVE EXISTING WALL FLASHING LF _____
- 9 DISPOSAL FEE: SQ _____

XXV. NEW ROOFING: FIBERGLASS SHINGLES 8/12 SLOPE AND ABOVE

FURNISH ALL MATERIAL AND:

- 1 INSTALL NEW 30# FELT UNDERLAYMENT: SF _____
- 2 INSTALL NEW SYNTHETIC UNDERLAYMENT:
(TITANTIUM-UDL OR OWNER APPROVED EQUAL) SF _____
- 3 INSTALL NEW 40 MIL PEEL & STICK SF _____
- 4 INSTALL NEW 6" 26 GA. EAVEDRIP METAL LF _____
- 5 INSTALL NEW 24 GA VALLEY METAL 16" S/O LF _____
- 6 INSTALL NEW SOIL PIPE FLASHING UP TO 6" EA _____
- 7 INSTALL NEW RIDGE VENT. SHINGLE OVER LF _____
- 8 INSTALL BASE WALL FLASHING: 12" S/O LF _____

- 9 INSTALL NEW COUNTER FLASHING: 8" S/O LF _____
- 10 INSTALL NEW OFF RIDGE VENT: 6' EA _____
- 11 INSTALL FLASHING AT PIPE. UP TO 12" EA _____
- 12 INSTALL HIP & RIDGE CAP: LF _____
- 13 INSTALL 25 YEAR 3 - TAB SHINGLES SQ _____
- 14 INSTALL LIFETIME ARCHITECTURAL SHINGLES: SQ _____
- 15 UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+ _____ % _____

XXVI. NEW ROOFING: 24 GA. STANDING SEAM METAL ROOFING UP TO 8/12

FURNISH ALL MATERIAL AND:

- 1 INSTALL NEW SYNTHETIC UNDERLAYMENT:
(TITANIUM-UDL OR OWNER APPROVED EQUAL) SF _____
- 2 INSTALL NEW 60 MIL PEEL & STICK:(TAMKO METAL & TILE
OR OWNER APPROVED EQUAL) SF _____
- 3 INSTALL NEW 24 GA. ROOF EDGE: 8" S/O LF _____
- 4 INSTALL NEW 24 GA. GABLE TRIM: 12" S/O LF _____
- 5 INSTALL NEW 24 GA. WALL FLASHING: 12" S/O LF _____
- 6 INSTALL NEW 24 GA. PITCH CHANGE FLASHING: 30" S/O LF _____
- 7 INSTALL NEW 24 GA. COUNTER FLASHING: 8' S/O LF _____
- 8 INSTALL NEW 24 GA. VALLEY METAL: 36" S/O LF _____
- 9 INSTALL NEW 24 GA. HIP FLASHING: 24" S/O LF _____
- 10 INSTALL NEW 24 GA. RIDGE CAP: 24" S/O LF _____
- 11 INSTALL NEW 24 GA. FASCIA METAL: 12" S/O LF _____
- 12 INSTALL NEW SOIL PIPE FLASHING UP TO 6" EA _____
- 13 INSTALL NEW ROUND PIPE FLASHING: UP TO 12" EA _____
- 14 INSTALL RETROFIT METAL FRAMING SYSTEM COST + _____ % _____
- 15 INSTALL NEW 24 GA. STANDING SEAM ROOFING:
(PAC-CLAD SNAP-CLAD OR OWNER APPROVED EQUAL) SF _____
- 16 INSTALL NEW 24 GA. STANDING SEAM ROOFING:
(PAC-CLAD TITE-LOC PLUS MECHANICALLY SEAMED OR
OWNER APPROVED EQUAL) SF _____

XXVIII. ROOF COATING ER SYSTEMS

METAL ROOF RESTORATION

FURNISH ALL MATERIAL AND:

- 1 INSTALL LIQUID ACRYLIC/POLYURETHANCE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY SF _____
- 2 INSTALL LIQUID ACRYLIC/POLYURETHANCE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY SF _____

FLAT ROOF RESTORATION

- 1 INSTALL LIQUID ACRYLIC/POLYURETHANCE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY SF _____
- 2 INSTALL LIQUID ACRYLIC/POLYURETHANCE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY SF _____

B. GENERAL CONSTRUCTION

I. DIVISION 01 GENERAL CONDITIONS

- 1 PROVIDE ENGINEERING/CONSULTANT SERVICES COST + _____ % _____
- 2 PROVIDE CAD DRAWINGS HOURLY RATE HR _____
- 3 PROJECT MANAGER HOURLY RATE HR _____
- 4 SUPERINTENDENT HOURLY RATE HR _____
- 5 FOREMAN HOURLY RATE HR _____
- 6 CARPENTER HOURLY RATE HR _____
- 7 SKILLED LABOR HOURLY RATE HR _____
- 8 UNSKILLED LABOR HOURLY RATE HR _____
- 9 TRUCK TRIP EA _____

II. DIVISION 02 SITE WORK

- 1 SITE PREPARATION (NECESSARY FILL) CY _____
- 2 SITE PREPARATION (NECESSARY SEEDING) SF _____
- 3 SITE PREPARATION (NECESSARY SOD) SF _____
- 4 EQUIPMENT RENTAL COST + _____ % _____

5 EQUIPMENT OPERATOR HOURLY RATE HR _____

III. DIVISION 03 CONCRETE

1 CONCRETE AS PER DESIGN COST + _____ % _____

2 REINFORCEMENT WIRE 6" X 6" 10 GAUGE W/ SUPPORT SF _____

3 INSTALL 6 MIL VISQUEEN SF _____

4 INSTALL RE-BAR UP TO #5 (3,4,5) LF _____

5 INSTALL RE-BAR UP TO #8 (6,7,8) LF _____

6 LABOR TO PLACE AND FINISH CONCRETE UP TO 6" THICK SF _____

7 LABOR TO SAW CUT EXPANSION JOINTS LF _____

IV. DIVISION 04 MASONRY

1 INSTALL CMU AND ASSOCIATED ITEMS COST + _____ % _____

V. DIVISION 05 METALS

1 INSTALL PRE-ENGINEERED METAL BUILDINGS COST + _____ % _____

2 INSTALL METAL STUD FRAMING COST + _____ % _____

3 INSTALL METAL TRUSSES COST + _____ % _____

4 INSTALL PRE-ENGINEERING AWNING/CANOPY COST + _____ % _____

VI. DIVISION 06 WOOD AND PLASTICS

1 INSTALL OR FURNISH AS PER OWNER DIRECTION COST + _____ % _____

VII. DIVISION 07 THERMAL & MOISTURE PROTECTION

1 INSTALL OR FURNISH AS PER OWNER DIRECTION COST + _____ % _____

VIII. DIVISION 08 DOORS & WINDOWS

1 INSTALL/FURNISH DOORS AS PER OWNER DIRECTION COST + _____ % _____

2 INSTALL /FURNISH WINDOWS AS PER OWNER DIRECTION COST + _____ % _____

IX. DIVISION 09 FINISHES

1 INSTALL FINISHES AS PER OWNER DIRECTION COST + _____ % _____

X. DIVISION 10 SPECIALTIES

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % _____

XI. DIVISION 11 EQUIPMENT

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % _____

XII. DIVISION 12 FURNISHINGS

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % _____

XIII. DIVISION 13 SPECIAL CONSTRUCTION

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % _____

XIV. DIVISION 14 CONVEYING SYSTEMS

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % _____

XV. DIVISION 15 MECHANICAL

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % _____

XVI. DIVISION 16 ELECTRICAL

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % _____

Contract #
RF# 22-204

2

NAME OF PROJECT: BASE BID QUOTE /FLOORING REPLACEMENT

LOCATION OF PROJECT: SUWANNEE COUNTY SUPERVISOR OF ELECTIONS

FLORIDA CONTRACTING LICENSE # CBC057550

FLORIDA ROOFING LICENSE # CCC016346

A. ROOFING ITEMS

I. GENERAL CONDITIONS:

REQUIRED SAFETY FENCING (6' CHAIN LINK)		LF	X	\$6.00 =	\$0.00
CRANE SERVICE		HR	X	\$110.00 =	\$0.00
TELESCOPIC LIFT UP TO 60'		WK	X	\$1,690.00 =	\$0.00
EQUIPMENT RENTAL	COST +	% 0	+	12.00% =	\$0.00
MANUFACTURERS WARRANTY	COST +	% 0	+	12.00% =	\$0.00
SITE PREPARATION (NECESSARY FILL & SEEDING)		SF	X	\$1.00 =	\$0.00
SITE PREPARATION (NECESSARY FILL & SOD)		SF	X	\$1.50 =	\$0.00
BUILDERS RISK INSURANCE	COST +	% 0	+	10.00% =	\$0.00
PERMIT (IF REQUIRED)	COST +	% 0	+	15.00% =	\$0.00
MEMBRANE ROOF					
15 YEAR NO PENAL SUM WARRANTY		% 0	+	15.00% =	\$0.00
20 YEAR NO PENAL SUM WARRANTY	COST +	% 0	+	15.00% =	\$0.00
25 YEAR NO PENAL SUM WARRANTY	COST +	% 0	+	15.00% =	\$0.00
30 YEAR NO PENAL SUM WARRANTY	COST +	% 0	+	15.00% =	\$0.00
METAL ROOF					
20 YEAR WATER TIGHTNESS WARRANTY	COST +	% 0	+	15.00% =	\$0.00
PROVIDE THERMAL SCAN	COST +	% 0	+	15.00% =	\$0.00
PROVIDE PORTABLE TOILET	COST +	275 % 27.5	+	10.00% =	\$302.50

II. DEMOLITION: FLAT ROOF AREAS:

1 PREP ROOF FOR RECOVER SYSTEM	SF	X	\$0.50 =	\$0.00
2 REMOVE SINGLE PLY ROOFING	SF	X	\$0.50 =	\$0.00
3 REMOVE GRAVEL SURFACED BUILT UP ROOFING	SF	X	\$1.00 =	\$0.00
4 SPUD GRAVEL SURFACED BUILT UP ROOFING	SF	X	\$0.85 =	\$0.00
5 REMOVE SPRAY FOAM OVER ROOFING	SF	X	\$1.50 =	\$0.00
6 REMOVE MODIFIED BITUMEN ROOFING	SF	X	\$0.75 =	\$0.00
7 REMOVE SLICK TOP BUILT-UP ROOFING:	SF	X	\$0.75 =	\$0.00
8 REMOVE METAL PURLINS UP TO 8"	LF	X	\$1.50 =	\$0.00
9 PROVIDE ASBESTOS SURVEY COST +	% 0	+	10.00% =	\$0.00
10 PROVIDE ASBESTOS ABATEMENT COST +	% 0	+	10.00% =	\$0.00
11 REMOVE/DISPOSE OF ASBESTOS ROOFING COST +	% 0	+	10.00% =	\$0.00
12 REMOVE METAL DECKING	SF	X	\$1.25 =	\$0.00
13 REMOVE TECTUM/WOODFIBER DECKING	SF	X	\$1.50 =	\$0.00
14 REMOVE RIGID INSULATION UP TO 3"	SF	X	\$0.85 =	\$0.00
15 REMOVE RIGID INSULATION; ADD PER INCH	SF	X	\$0.30 =	\$0.00
16 REMOVE TAPERED INSULATION	SF	X	\$1.00 =	\$0.00
17 REMOVE ROOF EDGE METAL	LF	X	\$1.35 =	\$0.00
18 REMOVE FASCIA METAL; NOT TO EXCEED 16" S/O	LF	X	\$1.50 =	\$0.00
19 REMOVE VERTICAL FASCIA PANELS & TRIM	SF	X	\$0.85 =	\$0.00
20 REMOVE SOFFIT PANELS & TRIM	SF	X	\$0.85 =	\$0.00
21 REMOVE GUTTER:	LF	X	\$1.50 =	\$0.00
22 REMOVE DOWNSPOUTS; NOT TO EXCEED 30' HIGH	LF	X	\$1.50 =	\$0.00
23 REMOVE DOWNSPOUTS; ABOVE 30' HIGH	LF	X	\$2.50 =	\$0.00
24 REMOVE COPING METAL	LF	X	\$2.00 =	\$0.00
25 REMOVE WALL SCUPPER	EA	X	\$75.00 =	\$0.00
26 REMOVE LEADERHEAD	EA	X	\$60.00 =	\$0.00

27 REMOVE EXPANSION JOINT COVER	LF	X	\$2.25 =	\$0.00
28 REMOVE PITCH PANS	EA	X	\$25.00 =	\$0.00
29 CLEAN / PREP ROOF DRAINS	EA	X	\$150.00 =	\$0.00
30 REMOVE ROOF DRAINS UP TO 6"	EA	X	\$125.00 =	\$0.00
31 REMOVE SOIL PIPE FLASHING	EA	X	\$25.00 =	\$0.00
32 REMOVE WALL FLASHING MEMBRANE	SF	X	\$2.00 =	\$0.00
33 REMOVE COUNTER FLASHING	LF	X	\$1.25 =	\$0.00
34 REMOVE BASE FLASHING @ CURB UP TO 24"	LF	X	\$2.75 =	\$0.00
35 REMOVE LIGHTNING ARREST SYSTEM	LF	X	\$2.00 =	\$0.00
36 REMOVE PIPE FLASHING UP TO 24" ROUND	EA	X	\$60.00 =	\$0.00
37 REMOVE TRAFFIC PAD	LF	X	\$1.50 =	\$0.00
38 REMOVE HVAC CONDENSATION LINES	LF	X	\$1.00 =	\$0.00
39 REMOVE SATELLITE: TO BE RE-ALIGNED BY OWNER	EA	X	\$100.00 =	\$0.00
40 REMOVE WOOD BLOCKING	BF	X	\$1.50 =	\$0.00
41 REMOVE WOOD DECKING UP TO 3/4" PLYWOOD	BF	X	\$1.75 =	\$0.00
42 REMOVE DECK VENTS	EA	X	\$15.00 =	\$0.00
43 SPUD EXISTING GRAVEL AT TIE-IN	SF	X	\$6.50 =	\$0.00
44 DISPOSAL FEE	CY	X	\$75.00 =	\$0.00

III. SHEET METAL: 24 GA. TPO COATED METAL

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$19.50 =	\$0.00
2 PROVIDE 24 GA. TPO COATED FLAT SHEET METAL	SF	X	\$10.00 =	\$0.00

IV. SHEET METAL: .032 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$11.50 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$12.50 =	\$0.00

3 INSTALL SOFFIT PANELS AND TRIM	SF	X	\$9.25 =	\$0.00
4 INSTALL VERTICAL FASCIA PANELS	SF	X	\$9.25 =	\$0.00
5 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$19.50 =	\$0.00
6 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$18.25 =	\$0.00
7 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$12.00 =	\$0.00
8 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$22.25 =	\$0.00
9 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$21.00 =	\$0.00
10 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$17.00 =	\$0.00
11 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$275.00 =	\$0.00
12 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$375.00 =	\$0.00

V. SHEET METAL: .040 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$12.50 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$13.50 =	\$0.00
3 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$20.00 =	\$0.00
4 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$19.00 =	\$0.00
5 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$13.00 =	\$0.00
6 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$23.00 =	\$0.00
7 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$21.50 =	\$0.00
8 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$18.00 =	\$0.00
9 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$300.00 =	\$0.00
10 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$400.00 =	\$0.00

VI. SHEET METAL: .032 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$11.00 =	\$0.00
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2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$12.00 =	\$0.00
3 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$19.00 =	\$0.00
4 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$17.00 =	\$0.00
5 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$12.00 =	\$0.00
6 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$22.50 =	\$0.00
7 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$20.25 =	\$0.00
8 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$17.00 =	\$0.00
9 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$260.00 =	\$0.00
10 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$360.00 =	\$0.00

VII. SHEET METAL: .040 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$12.50 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$13.00 =	\$0.00
3 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$20.00 =	\$0.00
4 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$18.50 =	\$0.00
5 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$12.50 =	\$0.00
6 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$23.50 =	\$0.00
7 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$21.00 =	\$0.00
8 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$18.00 =	\$0.00
9 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$265.00 =	\$0.00
10 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$365.00 =	\$0.00

VIII. SHEET METAL: 24 GA. MILL FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$10.50 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$12.50 =	\$0.00

3 INSTALL SOFFIT PANELS AND TRIM	SF	X	\$9.00 =	\$0.00
4 INSTALL VERTICAL FASCIA PANELS	SF	X	\$9.00 =	\$0.00
5 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$17.00 =	\$0.00
6 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$17.00 =	\$0.00
7 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$12.00 =	\$0.00
8 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$19.00 =	\$0.00
9 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$19.00 =	\$0.00
10 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$17.00 =	\$0.00
11 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$300.00 =	\$0.00
12 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$400.00 =	\$0.00

IX. SHEET METAL: 24 GA. PAINTED KYNAR 500 FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$12.00 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$12.50 =	\$0.00
3 INSTALL SOFFIT PANELS AND TRIM	SF	X	\$9.00 =	\$0.00
4 INSTALL VERTICAL FASCIA PANELS	SF	X	\$9.00 =	\$0.00
5 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$20.00 =	\$0.00
6 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$18.00 =	\$0.00
7 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$12.50 =	\$0.00
8 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$21.50 =	\$0.00
9 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$20.50 =	\$0.00
10 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$18.50 =	\$0.00
11 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$300.00 =	\$0.00
12 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$400.00 =	\$0.00

X. NEW ROOF SYSTEM: NAILABLE DECK

MECHANICALLY ATTACHED WITH FASTENERS UP TO 8"

1	INSTALL 3 OZ. POLYESTER SLIP SHEET	SF	X	\$0.50 =	\$0.00
2	INSTALL 40 MIL TPO MEMBRANE	SF	X	\$5.00 =	\$0.00
3	INSTALL 60 MIL TPO MEMBRANE	SF	X	\$5.25 =	\$0.00
4	INSTALL 80 MIL TPO MEMBRANE	SF	X	\$6.35 =	\$0.00
5	INSTALL 40 MIL TPO FB MEMBRANE	SF	X	N/A =	N/A
6	INSTALL 60 MIL TPO FB MEMBRANE	SF	X	\$6.10 =	\$0.00
7	INSTALL 80 MIL TPO FB MEMBRANE	SF	X	\$7.00 =	\$0.00
8	INSTALL 60 MIL TPO WALL FLASHING	SF	X	\$7.25 =	\$0.00

XI. NEW ROOF SYSTEM: NAILABLE DECK

ADHERED SYSTEM

1	INSTALL 40 MIL TPO MEMBRANE	SF	X	\$4.75 =	\$0.00
2	INSTALL 60 MIL TPO MEMBRANE	SF	X	\$5.00 =	\$0.00
3	INSTALL 80 MIL TPO MEMBRANE	SF	X	\$6.10 =	\$0.00
4	INSTALL 40 MIL TPO FB MEMBRANE	SF	X	N/A =	N/A
5	INSTALL 60 MIL TPO FB MEMBRANE	SF	X	\$6.00 =	\$0.00
6	INSTALL 80 MIL TPO FB MEMBRANE	SF	X	\$7.00 =	\$0.00
7	INSTALL 60 MIL TPO WALL FLASHING	SF	X	\$7.25 =	\$0.00

XII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

1	INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLYS OF TYPE IV FELT, GLAZE COATED	SF	X	\$3.65 =	\$0.00
2	INSTALL FIBERGLASS BASE SHEET	SF	X	\$1.85 =	\$0.00
3	INSTALL THREE (3) PLYS OF TYPE IV FELT	SF	X	\$4.25 =	\$0.00
4	INSTALL FOUR (4) PLYS OF TYPE IV FELT	SF	X	\$4.75 =	\$0.00

5 INSTALL THREE (3) PLYS OF TYPE VI FELT	SF	X	\$4.35 =	\$0.00
6 INSTALL FOUR (4) PLYS OF TYPE VI FELT	SF	X	\$4.90 =	\$0.00

XIII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

1 INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLYS OF TYPE IV FELT, GLAZE COATED	SF	X	\$3.00 =	\$0.00
2 INSTALL FIBERGLASS BASE SHEET	SF	X	\$1.25 =	\$0.00
3 INSTALL THREE (3) PLYS OF TYPE IV FELT	SF	X	\$4.25 =	\$0.00
4 INSTALL FOUR (4) PLYS OF TYPE IV FELT	SF	X	\$4.30 =	\$0.00
5 INSTALL THREE (3) PLYS OF TYPE VI FELT	SF	X	\$4.35 =	\$0.00
6 INSTALL FOUR (4) PLYS OF TYPE VI FELT	SF	X	\$4.75 =	\$0.00

XIV. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

1 INSTALL MODIFIED BITUMEN BASE SHEET (JM DYNA BASE OR OWNER APPROVED EQUAL)	SF	X	\$1.90 =	\$0.00
2 INSTALL MODIFIED BITUMEN INTER PLY (JM DYNA PLY OR OWNER APPROVED EQUAL)	SF	X	\$2.60 =	\$0.00
3 INSTALL MODIFIED BITUMEN CAP SHEET (JM DYNA CAP OR OWNER APPROVED EQUAL)	SF	X	\$3.25 =	\$0.00
4 SET IN MBR CEMENT. (JM DYNA FLY OR OWNER APPROVED EQUAL)	SF	X	\$6.00 =	\$0.00

XV. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

1 INSTALL MODIFIED BITUMEN BASE SHEET (JM DYNA BASE OR OWNER APPROVED EQUAL)	SF	X	\$1.90 =	\$0.00
2 INSTALL MODIFIED BITUMEN INTER PLY (JM DYNA PLY OR OWNER APPROVED EQUAL)	SF	X	\$2.60 =	\$0.00
3 INSTALL MODIFIED BITUMEN CAP SHEET (JM DYNA CAP OR OWNER APPROVED EQUAL)	SF	X	\$3.25 =	\$0.00

INSTALL MODIFIED BITUMEN WALL FLASHING
 4 SET IN MBR CEMENT.
 (JM DYNA PLY OR OWNER APPROVED EQUAL)

SF X \$6.00 = \$0.00

XVI. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

- 1 INSTALL MODIFIED BITUMEN BASE SHEET
 (JM DYNA BASE OR OWNER APPROVED EQUAL)
- 2 INSTALL MODIFIED BITUMEN INTER PLY
 (JM DYNA PLY OR OWNER APPROVED EQUAL)
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
 (JM DYNA CAP OR OWNER APPROVED EQUAL)
- 4 SET IN MBR CEMENT.
 (JM DYNA PLY OR OWNER APPROVED EQUAL)

SF X \$2.25 = \$0.00

SF X \$2.75 = \$0.00

SF X \$3.50 = \$0.00

SF X \$6.00 = \$0.00

XVII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

- 1 INSTALL MODIFIED BITUMEN BASE SHEET
 (JM DYNA BASE OR OWNER APPROVED EQUAL)
- 2 INSTALL MODIFIED BITUMEN INTER PLY
 (JM DYNA PLY OR OWNER APPROVED EQUAL)
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
 (JM DYNA CAP OR OWNER APPROVED EQUAL)
- 4 SET IN MBR CEMENT.
 (JM DYNA PLY OR OWNER APPROVED EQUAL)

SF X \$2.25 = \$0.00

SF X \$2.75 = \$0.00

SF X \$3.50 = \$0.00

SF X \$6.00 = \$0.00

XVIII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

TORCH APPLIED

- 1 INSTALL TYPE IV FIBERGLASS FELT
 (JM GLASPLY PREMIER OR OWNER APPROVED EQUAL)
- 2 INSTALL MODIFIED BITUMEN INTER PLY
 (JM DYNAWELD BASE OR OWNER APPROVED EQUAL)
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
 (JM DYNA WELD CAP FR OR OWNER APPROVED EQUAL)
- 4 INSTALL MODIFIED BITUMEN WALL FLASHING

SF X \$1.20 = \$0.00

SF X \$2.50 = \$0.00

SF X \$2.60 = \$0.00

SF X \$5.50 = \$0.00

XIX. MISC ITEMS

FURNISH ALL MATERIAL AND:

1 PRESSURE WASHING	SF	X	\$0.60 =	\$0.00
2 INSTALL MEMBRANE USING 2 PART URETHANE ADHESIVE	SF	X	\$1.90 =	\$0.00
3 INSTALL INSULATION/COVERBOARD USING 2 PART URETHANE ADHESIVE	SF	X	\$1.90 =	\$0.00
4 INSTALL MODIFIED BITUMEN BASE FLASHING @ CURBS UP TO 24" HIGH	LF	X	\$18.00 =	\$0.00
5 INSTALL LEAD FLASHING AT VTR 1 - 1/2" - 6"	EA	X	\$85.00 =	\$0.00
6 FLASH ROOF DRAINS AS PER MANUF. REQUIREMENTS	EA	X	\$300.00 =	\$0.00
7 INSTALL ONE WAY DECK VENTS	EA	X	\$120.00 =	\$0.00
8 INSTALL PITCH PANS UP TO 12" X 12"	EA	X	\$210.00 =	\$0.00
9 INSTALL TRAFFIC PAD	SF	X	\$10.00 =	\$0.00
10 INSTALL WOOD BLOCKING	BF	X	\$4.80 =	\$0.00
11 INSTALL WOOD DECKING	BF	X	\$6.00 =	\$0.00
12 INSTALL 22 GA. TYPE B G-60 METAL DECK	SF	X	\$6.50 =	\$0.00
13 INSTALL METAL PURLINS UP TO 8"	LF	X	\$12.50 =	\$0.00
14 INSTALL TECTUM/WOODFIBER DECK	SF	X	\$21.00 =	\$0.00
15 INSTALL 16 GA., 2" ROOF HUGGERS W/ FASTENERS	LF	X	\$10.50 =	\$0.00
16 INSTALL ROOF DRAIN UP TO 6"	EA	X	\$700.00 =	\$0.00
17 INSTALL ROOF DRAIN PIPING UP TO 6" WITH FITTINGS	LF	X	\$20.00 =	\$0.00
18 INSTALL S-50 ROOF HATCH WITH LADDER UP ATTACHMENT	EA	X	\$2,300.00 =	\$0.00
19 REMOVE / REINSTALL ROOF TOP EQUIPMENT COST +	% 0	+	20.00% =	\$0.00
20 REMOVE / INSTALL ROOF TOP ITEMS COST +	% 0	+	20.00% =	\$0.00

XX. INSULATION: HOT ASPHALT

FURNISH ALL MATERIAL AND:

1 INSTALL POLY ISO INSULATION	BF	X	\$1.80 =	\$0.00
2 INSTALL PERLITE INSULATION	BF	X	\$2.00 =	\$0.00
3 INSTALL 1/2" DENSDECK	SF	X	\$2.45 =	\$0.00

4 INSTALL 1/4" DENSDECK	SF	X	\$2.30 =	\$0.00
5 INSTALL 1/4" DURA BOARD	SF	X	\$2.30 =	\$0.00
6 INSTALL 1/2" DURA BOARD	SF	X	\$2.45 =	\$0.00
7 INSTALL 1/4" TAPERED ISO SYSTEM	SF	X	\$3.75 =	\$0.00
8 INSTALL 1/8" TAPERED ISO SYSTEM	SF	X	\$2.65 =	\$0.00
9 INSTALL 1/2" ISO CRICKETS	SF	X	\$4.25 =	\$0.00
10 INSTALL 1/4" TAPERED PERLITE SYSTEM	SF	X	\$5.00 =	\$0.00
11 INSTALL 1/8" TAPERED PERLITE SYSTEM	SF	X	\$4.00 =	\$0.00
12 INSTALL 1" PERLITE FILL	SF	X	\$2.00 =	\$0.00
13 INSTALL 2" PERLITE FILL	SF	X	\$3.25 =	\$0.00
14 INSTALL 1" ISO FILL	SF	X	\$2.00 =	\$0.00
15 INSTALL 2" ISO FILL	SF	X	\$2.90 =	\$0.00

XXI. INSULATION: MECHANICALLY ATTACHED

FURNISH ALL MATERIAL AND:

1 INSTALL POLY ISO INSULATION	BF	X	\$2.00 =	\$0.00
2 INSTALL PERLITE INSULATION	BF	X	\$2.75 =	\$0.00
3 INSTALL 1/2" DENSDECK	SF	X	\$2.45 =	\$0.00
4 INSTALL 1/4" DENSDECK	SF	X	\$2.25 =	\$0.00
5 INSTALL 1/4" DURA BOARD	SF	X	\$2.25 =	\$0.00
6 INSTALL 1/2" DURA BOARD	SF	X	\$2.45 =	\$0.00
7 INSTALL 1/4" TAPERED ISO SYSTEM	SF	X	\$4.25 =	\$0.00
8 INSTALL 1/8" TAPERED ISO SYSTEM	SF	X	\$4.00 =	\$0.00
9 INSTALL 1/2" ISO CRICKETS	SF	X	\$4.50 =	\$0.00
10 INSTALL 1/4" TAPERED PERLITE SYSTEM	SF	X	\$5.50 =	\$0.00
11 INSTALL 1/8" TAPERED PERLITE SYSTEM	SF	X	\$4.50 =	\$0.00
12 INSTALL 1" PERLITE FILL	SF	X	\$2.25 =	\$0.00

13 INSTALL 2" PERLITE FILL	SF	X	\$3.50 =	\$0.00
14 INSTALL 1" ISO FILL	SF	X	\$2.00 =	\$0.00
15 INSTALL 2" ISO FILL	SF	X	\$2.90 =	\$0.00

XXII. DEMOLITION: SHINGLE & METAL ROOF UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

1 REMOVE EXISTING SHINGLE ROOFING:	SF	X	\$0.65 =	\$0.00
2 REMOVE EXISTING METAL ROOFING:	SF	X	\$0.85 =	\$0.00
3 REMOVE EXISTING UNDERLAYMENT	SF	X	\$0.25 =	\$0.00
4 REMOVE EXISTING EAVESDRIP METAL:	LF	X	\$1.00 =	\$0.00
5 REMOVE EXISTING FASCIA METAL:	LF	X	\$1.00 =	\$0.00
6 REMOVE EXISTING HIP & RIDGE CAP:	LF	X	\$1.25 =	\$0.00
7 REMOVE EXISTING RIDGE VENT	LF	X	\$1.25 =	\$0.00
8 REMOVE EXISTING VALLEY METAL:	LF	X	\$1.75 =	\$0.00
9 REMOVE EXISTING WALL FLASHING	LF	X	\$1.75 =	\$0.00
10 DISPOSAL FEE:	SQ	X	\$10.50 =	\$0.00

XXIII. NEW ROOFING: FIBERGLASS SHINGLES UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

1 INSTALL NEW 30# FELT UNDERLAYMENT:	SF	X	\$1.00 =	\$0.00
2 INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$0.85 =	\$0.00
3 INSTALL NEW 40 MIL PEEL & STICK	SF	X	\$1.30 =	\$0.00
4 INSTALL NEW 6" 26 GA. EAVEDRIP METAL	LF	X	\$3.70 =	\$0.00
5 INSTALL NEW 24 GA VALLEY METAL 16" S/O	LF	X	\$8.50 =	\$0.00
6 INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	X	\$65.00 =	\$0.00
7 INSTALL NEW RIDGE VENT. SHINGLE OVER	LF	X	\$8.50 =	\$0.00
8 INSTALL BASE WALL FLASHING: 12" S/O	LF	X	\$11.00 =	\$0.00

9	INSTALL NEW COUNTER FLASHING: 8" S/O	LF	X	\$11.00 =	\$0.00
10	INSTALL NEW OFF RIDGE VENT: 6'	EA	X	\$175.00 =	\$0.00
11	INSTALL FLASHING AT PIPE. UP TO 12"	EA	X	\$145.00 =	\$0.00
12	INSTALL HIP & RIDGE CAP:	LF	X	\$4.50 =	\$0.00
13	INSTALL 25 YEAR 3 - TAB SHINGLES	SQ	X	\$305.00 =	\$0.00
14	INSTALL LIFETIME ARCHITECTURAL SHINGLES:	SQ	X	\$330.00 =	\$0.00
15	UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+	% 0	+	10.00% =	\$0.00

XXIV. DEMOLITION: SHINGLE & METAL ROOF 8/12 AND ABOVE

FURNISH ALL MATERIAL AND:

1	REMOVE EXISTING SHINGLE ROOFING:	SF	X	\$1.50 =	\$0.00
2	REMOVE EXISTING METAL ROOFING:	SF	X	\$2.20 =	\$0.00
3	REMOVE EXISTING UNDERLAYMENT	SF	X	\$0.65 =	\$0.00
4	REMOVE EXISTING FASCIA METAL:	LF	X	\$2.50 =	\$0.00
5	REMOVE EXISTING HIP & RIDGE CAP:	LF	X	\$2.80 =	\$0.00
6	REMOVE EXISTING RIDGE VENT	LF	X	\$2.50 =	\$0.00
7	REMOVE EXISTING VALLEY METAL:	LF	X	\$2.50 =	\$0.00
8	REMOVE EXISTING WALL FLASHING	LF	X	\$2.50 =	\$0.00
9	DISPOSAL FEE:	SQ	X	\$10.50 =	\$0.00

XXV. NEW ROOFING: FIBERGLASS SHINGLES 8/12 SLOPE AND ABOVE

FURNISH ALL MATERIAL AND:

1	INSTALL NEW 30# FELT UNDERLAYMENT:	SF	X	\$1.50 =	\$0.00
2	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$1.30 =	\$0.00
3	INSTALL NEW 40 MIL PEEL & STICK	SF	X	\$1.80 =	\$0.00
4	INSTALL NEW 6" 26 GA. EAVEDRIP METAL	LF	X	\$4.40 =	\$0.00
5	INSTALL NEW 24 GA VALLEY METAL 16" S/O	LF	X	\$12.00 =	\$0.00

6	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	X	\$85.00 =	\$0.00
7	INSTALL NEW RIDGE VENT. SHINGLE OVER	LF	X	\$12.50 =	\$0.00
8	INSTALL BASE WALL FLASHING: 12" S/O	LF	X	\$13.50 =	\$0.00
9	INSTALL NEW COUNTER FLASHING: 8" S/O	LF	X	\$13.00 =	\$0.00
10	INSTALL NEW OFF RIDGE VENT: 6'	EA	X	\$210.00 =	\$0.00
11	INSTALL FLASHING AT PIPE. UP TO 12"	EA	X	\$200.00 =	\$0.00
12	INSTALL HIP & RIDGE CAP:	LF	X	\$7.00 =	\$0.00
13	INSTALL 25 YEAR 3 - TAB SHINGLES	SQ	X	\$440.00 =	\$0.00
14	INSTALL LIFETIME ARCHITECTURAL SHINGLES:	SQ	X	\$470.00 =	\$0.00
15	UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+	% 0	+	10.00% =	\$0.00

XXVI. NEW ROOFING: 24 GA. STANDING SEAM METAL ROOFING UP TO 8/12

FURNISH ALL MATERIAL AND:

1	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$0.85 =	\$0.00
2	INSTALL NEW 60 MIL PEEL & STICK: (TAMKO METAL & TILE OR OWNER APPROVED EQUAL)	SF	X	\$1.70 =	\$0.00
3	INSTALL NEW 24 GA. ROOF EDGE: 8" S/O	LF	X	\$8.00 =	\$0.00
4	INSTALL NEW 24 GA. GABLE TRIM: 12" S/O	LF	X	\$12.00 =	\$0.00
5	INSTALL NEW 24 GA. WALL FLASHING: 12" S/O	LF	X	\$12.00 =	\$0.00
6	INSTALL NEW 24 GA. PITCH CHANGE FLASHING: 30" S/O	LF	X	\$17.00 =	\$0.00
7	INSTALL NEW 24 GA. COUNTER FLASHING: 8' S/O	LF	X	\$10.80 =	\$0.00
8	INSTALL NEW 24 GA. VALLEY METAL: 36" S/O	LF	X	\$29.00 =	\$0.00
9	INSTALL NEW 24 GA. HIP FLASHING: 24" S/O	LF	X	\$25.00 =	\$0.00
10	INSTALL NEW 24 GA. RIDGE CAP: 24" S/O	LF	X	\$25.00 =	\$0.00
11	INSTALL NEW 24 GA. FASCIA METAL: 12" S/O	LF	X	\$12.00 =	\$0.00
12	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	X	\$125.00 =	\$0.00
13	INSTALL NEW ROUND PIPE FLASHING: UP TO 12"	EA	X	\$200.00 =	\$0.00
14	INSTALL RETROFIT METAL FRAMING SYSTEM COST +	% 0	+	10.00% =	\$0.00

15	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (PAC-CLAD SNAP-CLAD OR OWNER APPROVED EQUAL)	SF	X	\$7.00 =	\$0.00
		<hr/>			
16	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (PAC-CLAD TITE-LOC PLUS MECHANICALLY SEAMED OR OWNER APPROVED EQUAL)	SF	X	\$8.50 =	\$0.00
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17	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (PAC-CLAD EDGE-LOC 1.0 OR OWNER APPROVED EQUAL)	SF	X	\$6.75 =	\$0.00
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18	INSTALL NEW 24 GA. MECHANICALLY ATTACHED ROOF PANELS (EXPOSED FASTENERS SYSTEM)	SF	X	\$6.00 =	\$0.00
		<hr/>			

XXVII. NEW ROOFING: 24 GA. STANDING SEAM METAL ROOFING

8/12 SLOPE AND ABOVE

FURNISH ALL MATERIAL AND:

ALL METAL TO HAVE KYNAR 500 FINISHES

1	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$1.75 =	\$0.00
2	INSTALL NEW 60 MIL PEEL & STICK: (TAMKO METAL & TILE OR OWNER APPROVED EQUAL)	SF	X	\$2.25 =	\$0.00
3	INSTALL NEW 24 GA. ROOF EDGE: 8" S/O	LF	X	\$12.50 =	\$0.00
4	INSTALL NEW 24 GA. GABLE TRIM: 12" S/O	LF	X	\$16.00 =	\$0.00
5	INSTALL NEW 24 GA. WALL FLASHING: 8" S/O	LF	X	\$14.00 =	\$0.00
6	INSTALL NEW 24 GA. PITCH CHANGE FLASHING: 30" S/O	LF	X	\$19.00 =	\$0.00
7	INSTALL NEW 24 GA. COUNTER FLASHING: 8' S/O	LF	X	\$15.00 =	\$0.00
8	INSTALL NEW 24 GA. VALLEY METAL: 36" S/O	LF	X	\$32.00 =	\$0.00
9	INSTALL NEW 24 GA. HIP FLASHING: 24" S/O	LF	X	\$31.00 =	\$0.00
10	INSTALL NEW 24 GA. RIDGE CAP: 24" S/O	LF	X	\$31.00 =	\$0.00
11	INSTALL NEW 24 GA. FASCIA METAL: 12" S/O	LF	X	\$16.50 =	\$0.00
12	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	X	\$145.00 =	\$0.00
13	INSTALL NEW ROUND PIPE FLASHING: UP TO 12"	EA	X	\$230.00 =	\$0.00
14	INSTALL RETROFIT METAL FRAMING SYSTEM COST +	% 0	+	10.00% =	\$0.00
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15	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (PAC-CLAD SNAP CLAD OR APPROVED EQUAL)	SF	X	\$7.60 =	\$0.00
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16	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (PAC-CLAD TITE-LOC PLUS MECHANICALLY SEAMED OR OWNER APPROVED EQUAL)	SF	X	\$8.25 =	\$0.00
17	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (PAC-CLAD EDGE-LOC 1.0 OR OWNER APPROVED EQUAL)	SF	X	\$7.35 =	\$0.00
18	INSTALL NEW 24 GA. MECHANICALLY ATTACHED ROOF PANELS (EXPOSED FASTENERS SYSTEM)	SF	X	\$6.60 =	\$0.00

XXVIII ROOF COATING ER SYSTEMS

METAL ROOF RESTORATION

FURNISH ALL MATERIAL AND:

1	INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY	SF	X	\$6.00 =	\$0.00
2	INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY	SF	X	\$6.50 =	\$0.00

FLAT ROOF RESTORATION

1	INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY	SF	X	\$7.50 =	\$0.00
2	INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY	SF	X	\$9.00 =	\$0.00

B. GENERAL CONSTRUCTION

I. DIVISION 01 GENERAL CONDITIONS

1	PROVIDE ENGINEERING/CONSULTANT SERVICES COST +	%	0	+	10.00% =	\$0.00
2	PROVIDE CAD DRAWINGS HOURLY RATE	HR		X	\$85.00 =	\$0.00
3	PROJECT MANAGER HOURLY RATE	HR	15	X	\$65.00 =	\$975.00
4	SUPERINTENDENT HOURLY RATE	HR	40	X	\$65.00 =	\$2,600.00
5	FOREMAN HOURLY RATE	HR		X	\$55.00 =	\$0.00
6	CARPENTER HOURLY RATE	HR		X	\$50.00 =	\$0.00
7	SKILLED LABOR HOURLY RATE	HR		X	\$45.00 =	\$0.00
8	UNSKILLED LABOR HOURLY RATE	HR		X	\$40.00 =	\$0.00
9	TRUCK TRIP	EA	12	X	\$65.00 =	\$780.00

II. DIVISION 02 SITE WORK

1 SITE PREPARATION (NECESSARY FILL)		CY	X	\$16.50 =	\$0.00
2 SITE PREPARATION (NECESSARY SEEDING)		SF	X	\$0.50 =	\$0.00
3 SITE PREPARATION (NECESSARY SOD)		SF	X	\$0.85 =	\$0.00
4 EQUIPMENT RENTAL	COST +	% 0	+	10.00% =	\$0.00
5 EQUIPMENT OPERATOR HOURLY RATE		HR	X	\$65.00 =	\$0.00

III. DIVISION 03 CONCRETE

1 CONCRETE AS PER DESIGN	COST +	% 0	+	10.00% =	\$0.00
2 REINFORCEMENT WIRE 6" X 6" 10 GAUGE W/ SUPPORT		SF	X	\$0.80 =	\$0.00
3 INSTALL 6 MIL VISQUEEN		SF	X	\$0.20 =	\$0.00
4 INSTALL RE-BAR UP TO #5 (3,4,5)		LF	X	\$1.50 =	\$0.00
5 INSTALL RE-BAR UP TO #8 (6,7,8)		LF	X	\$2.25 =	\$0.00
6 LABOR TO PLACE AND FINISH CONCRETE UP TO 6" THICK		SF	X	\$2.25 =	\$0.00
7 LABOR TO SAW CUT EXPANSION JOINTS		LF	X	\$0.50 =	\$0.00

IV. DIVISION 04 MASONRY

1 INSTALL CMU AND ASSOCIATED ITEMS	COST +	% 0	+	10.00% =	\$0.00
------------------------------------	--------	-----	---	----------	--------

V. DIVISION 05 METALS

1 INSTALL PRE-ENGINEERED METAL BUILDINGS	COST +	% 0	+	10.00% =	\$0.00
2 INSTALL METAL STUD FRAMING	COST +	% 0	+	10.00% =	\$0.00
3 INSTALL METAL TRUSSES	COST +	% 0	+	10.00% =	\$0.00
4 INSTALL PRE-ENGINEERING AWNING/CANOPY	COST +	% 0	+	10.00% =	\$0.00

VI. DIVISION 06 WOOD AND PLASTICS

	1	INSTALL OR FURNISH AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
VII.		DIVISION 07 THERMAL & MOISTURE PROTECTION					
	1	INSTALL OR FURNISH AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
VIII.		DIVISION 08 DOORS & WINDOWS					
	1	INSTALL/FURNISH DOORS AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
	2	INSTALL /FURNISH WINDOWS AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
IX.		DIVISION 09 FINISHES					
						FLOOR REPLACEMENT AS PER SCOPE OF WORK	
	1	INSTALL FINISHES AS PER OWNER DIRECTION COST +	<u>16850</u>	% 1685	+	10.00% =	\$18,535.00
X.		DIVISION 10 SPECIALTIES					
	1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
XI.		DIVISION 11 EQUIPMENT					
	1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
XII.		DIVISION 12 FURNISHINGS					
	1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
XIII.		DIVISION 13 SPECIAL CONSTRUCTION					
	1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00
XIV.		DIVISION 14 CONVEYING SYSTEMS					
	1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	10.00% =	\$0.00



O'NEAL ROOFING



Date:	Wednesday, August 2, 2023	Project:	Suwannee County Courthouse – Base Bid
Proposal to:	Suwannee County BOCC		
	13150 Voyles ST		
	Live Oak, FL 32060		
Phone:	386-364-3450		
Fax:			

WE PROPOSE: To furnish labor & materials to complete the following scope of work as outlined below:

Base Bid

- Remove flooring and save as much as possible. Will stack flooring on site designated by the customer. (Approximately 900 SF)
- Remove the plywood and all fasteners in the areas where we removed the flooring. (Approximately 1050 SF)
- Install 3/8" BC plywood where the other plywood was removed. (Approximately 1050 SF)
- Dispose of all debris properly.
- Drawing provided where flooring is to be removed and replaced.
- ALLOWANCE – Move Items within the space to complete the work. 16 Man Hours
- Provide all required supervision and permitting.
- As per Suwannee County School Contract #RFP22-204

EXCLUSIONS:

Anything not noted above.

We may withdraw this proposal if not accepted within 30 days

Respectfully Submitted,
Dwight Rhodes
License Number CBC057550

Date of Acceptance: _____

Signature: _____

Printed Name: _____

212 SE Hickory Drive, Lake City, FL, 32025

P: 386-752-7578

F: 386-755-0240

www.onealcompanies.com



O'NEAL CONTRACTING



Date: Wednesday, August 2, 2023	Project: Suwannee County Supervisor of Elections – Base Bid
Proposal to: O'Neal Roofing Company	
212 SE Hickory Drive	
Lake City, FL 32025	
Phone: 386-752-7578	
Fax: 386-755-0240	

WE PROPOSE: To furnish labor & materials to complete the following scope of work as outlined below:

Base Bid

- Remove flooring and save as much as possible. Will stack flooring on site designated by the customer. (Approximately 900 SF)
- Remove the plywood and all fasteners in the areas where we removed the flooring. (Approximately 1050 SF)
- Install 3/8" BC plywood where the other plywood was removed. (Approximately 1050 SF)
- Dispose of all debris properly.
- Drawing provided where flooring is to be removed and replaced.
- ALLOWANCE – Move Items within the space to complete the work. 16 Man Hours

EXCLUSIONS:

Anything not noted above.

We may withdraw this proposal if not accepted within 30 days

BID AMOUNT:

\$16,850.00

Respectfully Submitted,
Dwight Rhodes
License Number CBC057550

Date of Acceptance: _____

Signature: _____

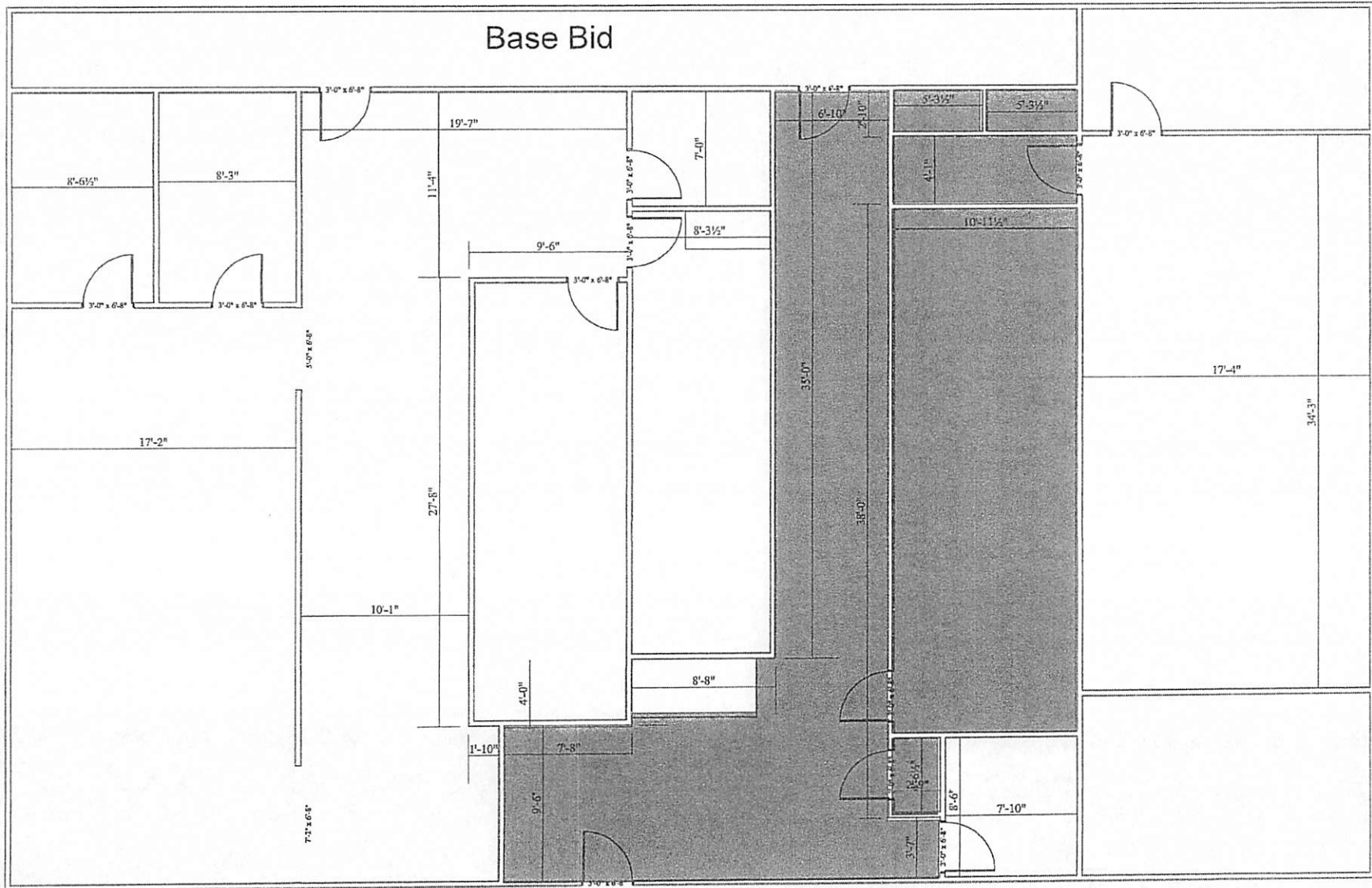
Printed Name: _____

212 SE Hickory Drive, Lake City, FL, 32025

P: 386-752-7578

F: 386-755-0240

www.onealcompanies.com



SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to procure a 2023 Chevy Trail Blazer for County IT use

Considerations:

- \$28,000 was approved in the 2022-23 budget to purchase a vehicle for use by the County IT department.
- Since COVID, there has been a substantial shortage in the availability of vehicles.
- Staff attempted to procure a 2023 Chevy Trail Blazer vehicle via a government purchasing contract with Alan Jay Sales, but the supplier has no order allocation slots.
- A quote was obtained from Wes Haney Chevrolet for a 2023 Chevy Trail Blazer vehicle that is on the lot and available for purchase.

The vehicle cost comparison is listed below:

Suwannee County IT Department Vehicle Purchase Information			
Supplier	Government Contract Info	Vehicle Make & Model	Price
Alan Jay Sales	CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE	2023 Chevy Trailblazer (2WD)	\$ 22,975
Wes Haney Chevrolet	No Govt Contract	2023 Chevy Trailblazer (2WD)	\$ 25,675
Cost Difference			\$ 2,700

Budget Impact:

- Budgeted item

Recommendation:

- Respectfully request the Board to declare Wes Haney Chevrolet a sole-source provider and authorize staff to procure the vehicle for the County IT staff use.

Respectfully submitted,

Greg Scott,

County Administrator

From: [Chris Wilson](#)
 To: [Shannon Roberts](#); [Greg Scott](#)
 Subject: RE: Suwannee County Chevy Trail Blazer
 Date: Monday, July 31, 2023 9:23:29 AM

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

Shannon

Here are the Trail Blazer and Blazer numbers.

Contract: 5179 - 2024 CITY OF TALLAHASSEE Select the contract and filter to a specific vehicle you want to quote and then double click. Or "Select None" Select

Filters	Group	Year	Make	Model	Description	PRICE
	5179 - 2024 CITY OF TALLAHASSEE	2024	CHEVY	1TR56	TRAIL BLAZER 1LS 2WD	\$22,975.00
	5179 - 2024 CITY OF TALLAHASSEE	2024	CHEVY	1TV56	TRAIL BLAZER 1LS 4WD	\$24,994.00
	5179 - 2024 CITY OF TALLAHASSEE	2024	CHEVY	1NK26	BLAZER 2LT 2WD	\$34,296.00
	5179 - 2024 CITY OF TALLAHASSEE	2024	CHEVY	1NR26	BLAZER 2LT AWD	\$36,992.00

If you would like we could also offer a quote for the Nissan Rogue.

Contract: 5179 - 2024 CITY OF TALLAHASSEE Select the contract and filter to a specific vehicle you want to quote and then double click. Or "Select None" Select

Filters	Group	Year	Make	Model	Description	PRICE
	5179 - 2024 CITY OF TALLAHASSEE	2024	NISSAN	22114	ROGUE S	\$27,853.00
	5179 - 2024 CITY OF TALLAHASSEE	2024	NISSAN	22314	ROGUE SV	\$29,537.00
	5179 - 2024 CITY OF TALLAHASSEE	2024	NISSAN	22014	ROGUE S AWD	\$29,348.00
	5179 - 2024 CITY OF TALLAHASSEE	2024	NISSAN	22214	ROGUE SV AWD	\$31,033.00

From: Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>
 Sent: Monday, July 31, 2023 8:04 AM
 To: Chris Wilson <chris.wilson@alanjay.com>; Greg Scott <GregS@SUWCOUNTYFL.GOV>
 Subject: RE: Suwannee County Chevy Trail Blazer

Chris,

Can you provide the numbers for that large spread?

Regards,

Shannon Roberts
 Suwannee County Board of County Commissioners
 Content Mgt/Admin
 Email: shannonr@suwcountyfl.gov
 Mobile: 386-590-0732

13150 80th Terrace
 Live Oak FL. 32060

From: Chris Wilson <chris.wilson@alanjay.com>
 Sent: Monday, July 31, 2023 7:03 AM
 To: Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>; Greg Scott <GregS@SUWCOUNTYFL.GOV>
 Subject: RE: Suwannee County Chevy Trail Blazer

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking

links, especially from unknown senders.

Shannon

Pretty big spread between the two, but unfortunately the less expensive Trail Blazer has been given zero government allocation so far.

From: Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>
Sent: Sunday, July 30, 2023 1:32 PM
To: Chris Wilson <chris.wilson@alanjay.com>; Greg Scott <GregS@SUWCOUNTYFL.GOV>
Subject: RE: Suwannee County Chevy Trail Blazer

Chris,

Thanks for sending this over. I'm curious, what's the cost difference between the two models -Trail Blazer vs Blazer?

Regards,

Shannon Roberts
Suwannee County Board of County Commissioners
Content Mgt/Admin
Email: shannonr@suwcountyfl.gov
Mobile: 386-590-0732

13150 80th Terrace
Live Oak FL. 32060

From: Chris Wilson <chris.wilson@alanjay.com>
Sent: Saturday, July 29, 2023 12:41 PM
To: Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>; Greg Scott <GregS@SUWCOUNTYFL.GOV>
Subject: RE: Suwannee County Chevy Trail Blazer

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

Shannon

We are already oversold on our TrailBlazer allocation. I provided a quote for ordering the Blazer instead, they're a similar sized SUV, detailed specs with dimensions included.

Send a PO if you'd like us to place the order.

Best Regards,

Chris Wilson
863-402-4234

ALAN JAY
----FLEET SALES

Chris Wilson
Fleet Sales Manager
chris.wilson@alanjay.com

Direct: (863) 402-4281
Fax: (863) 402-4221
Cell: (863) 381-3411

5330 US HWY 27 South
P. O. Box 9200
Sebring, FL 33871



ALANJAY.COM

From: Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>
Sent: Wednesday, July 26, 2023 2:36 PM

To: Chris Wilson <chris.wilson@alanjay.com>; Greg Scott <GregS@SUWCOUNTYFL.GOV>

Subject: Suwannee County Chevy Trail Blazer

Gentlemen,

I'm contacting you both in the hopes of obtaining a quote for a 2023 Chevy Trail blazer (white in color). Is it possible to get a quote for that before COB today?

Regards,

Shannon Roberts
Suwannee County Board of County Commissioners
Content Mgt/Admin
Email: shannonr@suwcountyfl.gov
Mobile: 386-590-0732

13150 80th Terrace
Live Oak FL. 32060

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Date/Time: Jul 18, 2023 01:48 PM

Buyer:

Phone:

2023 Chevrolet Trailblazer, Body Type: Sport Utility 23214

Color: Summit White, 4 Miles VIN: KL79MPS23PB188690

Cash	Balance Due
\$ Down	
\$0	\$27,417

MSRP/Retail	\$25,635.00
Selling Price	\$25,635.00
Total Taxes	\$1,588.10
License Fee	\$194.00 46
Total Balance Due	\$27,417.10



25,675.00 ↓
~~23,892.90~~

Note: Charlee Thompson confirms this vehicle is 2-wheel drive model

X

Customer Signature

X

Manager Signature

Date

Date

Subject for final credit approval.

TIME-SPECIFIC ITEM



At 5:35 p.m., or as soon thereafter as the matter can be heard, **hold the second of two public hearings** to consider a Development Agreement with Project Somoa. (County Attorney Adam Morrison)

SUWANNEE COUNTY

Planning & Zoning

Executive Summary Preliminary Plat of Woods Subdivision

Objective: Application and Preliminary plat submittal for Woods subdivision. Preliminary Plat approval is the first in a two-step approval process for the new subdivision.

Considerations: The request proposes the platting of a four-lot subdivision along an existing County paved road, 185th Road. Plat indicates shared driveways between lots 1&2 and 3&4.

Recommendation: We recommend approval of the preliminary plat. Final Plat approval must wait at least 30 days after preliminary approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ron Meeks", with a large, stylized flourish extending from the end of the signature.

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;

Woods Subdivision

I. LEGAL DESCRIPTION OF PROPERTY:

II. APPROXIMATE AREA OF SUBDIVISION: 20.04 AC

III. TOTAL NUMBER OF LOTS OR PARCELS: 4

IV. SIZE OF LOTS: 5 AC

V. DIRECTIONS TO PROPERTY:

VI. OWNER (S)
NAME

FLA-LAND

MAILING ADDRESS

14952 US 90V4
LIVE OAK FL
32060

TELEPHONE

386-362-7814

VII. SUBDIVIDER
NAME

J. Sherman Pieren
+ ASSOC

MAILING ADDRESS

130 WEST HOWARD
ST LIVE OAK FL
32064

TELEPHONE

386-362-9629

VIII ENGINEER
NAME

MAILING ADDRESS

N/A

TELEPHONE

IX. SURVEYOR

NAME

Tim Alcorn #

MAILING ADDRESS

130 WEST Howard ST
LIVE OAK FL
32064

TELEPHONE

386-362-4629

X. VARIANCES THAT WILL BE REQUESTED:

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

14952 US90, LIVE OAK FL 32060

DATE:

8-4-2023

AUTHORIZATION FOR AGENT TO REPRESENT OWNER(S) IN
PRELIMINARY AND FINAL SUBDIVISION MATTERS

I (We), the undersigned owner(s), do hereby authorize Tim Alcorn
to act as my(our) agent in any and all Preliminary and Final requests and to represent as at
all meeting or hearings pertaining to the following described Subdivision Plat.

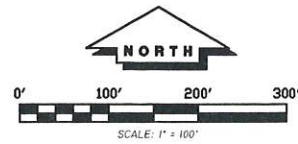
8-4-23

DATE:


OWNER:

OWNER:

"NOT FOR FINAL RECORDING"
WOODS SUBDIVISION
 IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 12 EAST,
 SUWANNEE COUNTY, FLORIDA



ABBREVIATIONS

- CONC. - CONCRETE
- IP - IRON PIPE
- REB. - REBAR
- ST. - STREET
- AVE. - AVENUE
- NO ID - NO IDENTIFICATION
- FD. - FOUND
- CM - CONCRETE MONUMENT
- ± - MORE OR LESS
- ORB - OFFICIAL RECORDS BOOK
- PG - 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

SOIL TYPES:

- BFB - BLANTON FINE SAND, 0 TO 5 PERCENT SLOPES
- BbB - BLANTON-BOWIE SUSQUEHANNA COMPLEX, 2 TO 8 PERCENT SLOPES
- BcC - BLANTON-BOWIE SUSQUEHANNA COMPLEX, 5 TO 8 PERCENT SLOPES

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" PER THE FLOOD INSURANCE RATE MAP OF THE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY PANEL NO. 12121C 0120B.

SPECIAL NOTE:

THERE ARE NO LAKES, MARSHES, SWAMPS, WETLANDS, MUCK POCKETS OR WATER COURSES ON SUBJECT PROPERTY.

ACCESS NOTES:

- 1) ACCESS TO LOTS 1, 2, 3 AND 4 SHALL ONLY BE PERMITTED FROM 185TH ROAD BY THE SHARED DRIVEWAY EASEMENTS AT THE DENOTED LOCATIONS SHOWN ON THIS PLAT.
- 2) ACCESS TO LOT 1 SHALL NOT BE PERMITTED FROM 80TH STREET.

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 OF DEPRESSIONS, WHEN ESTABLISHING A FINISHED FLOOR ELEVATION OF A 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 ADDITION, 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.

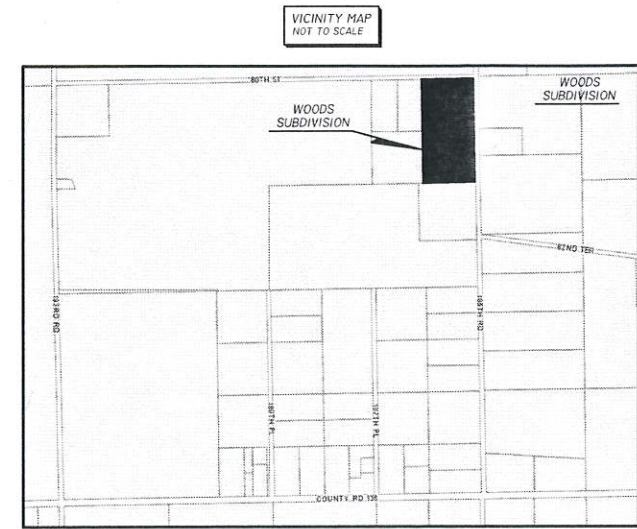
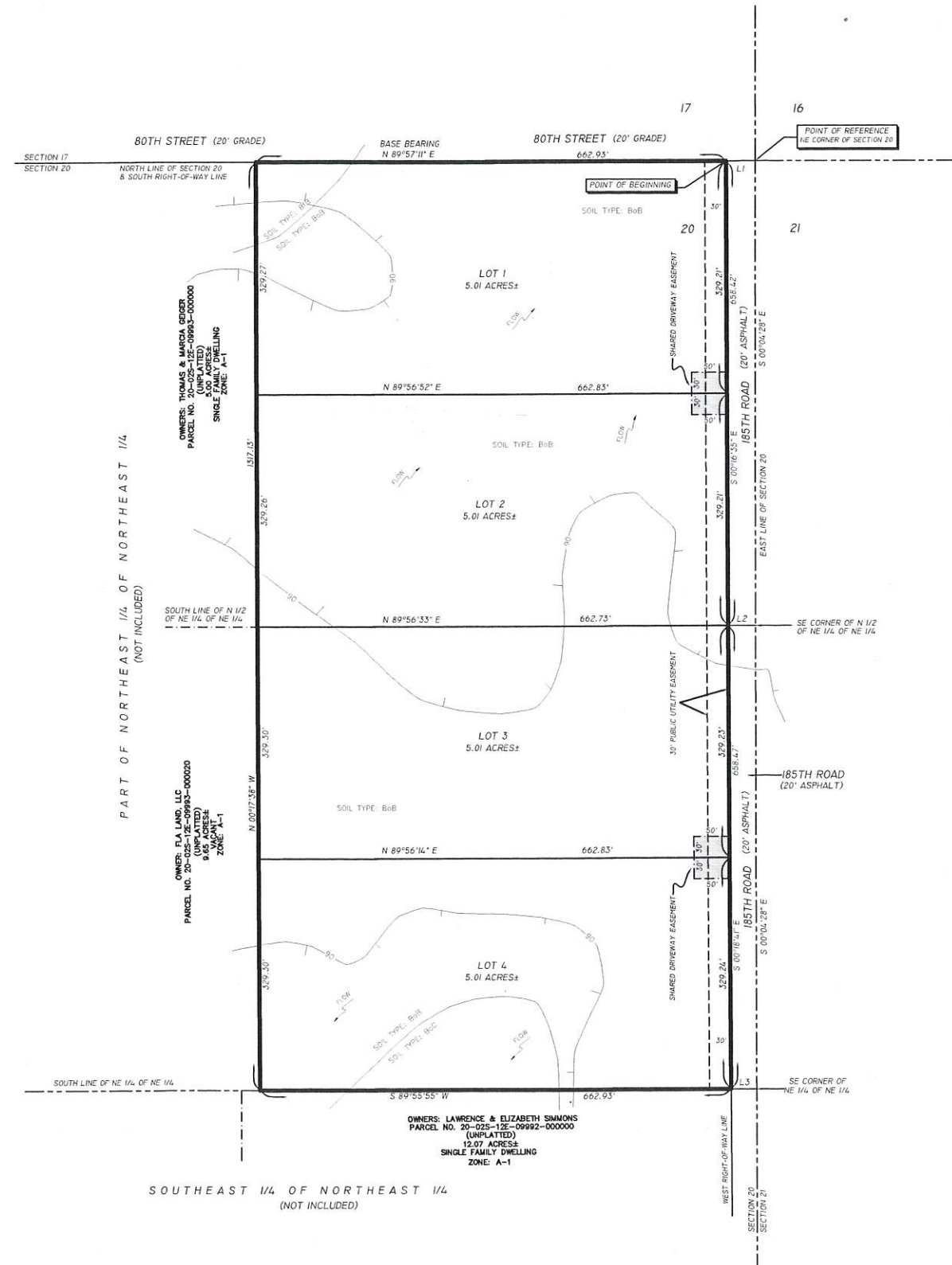
SPECIAL NOTE:

WATER RUN-OFF FROM EXISTING COUNTY ROAD RIGHT-OF-WAY MAY OCCUR DURING HEAVY RAINS

NOTICE AND WARNING TO PROSPECTIVE PURCHASERS OF LOTS IN WOODS SUBDIVISION:

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.

DESCRIPTION:
 PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20, THENCE RUN SOUTH 89°57'11" WEST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 41.06 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 185TH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°16'35" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 658.42 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°18'41" EAST, A DISTANCE OF 658.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 89°55'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 662.93 FEET; THENCE RUN NORTH 00°17'38" WEST, A DISTANCE OF 1317.13 FEET TO THE NORTH LINE OF SAID SECTION 20, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 80TH STREET; THENCE RUN NORTH 89°57'11" EAST ALONG SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 662.93 FEET TO THE POINT OF BEGINNING. CONTAINING 20.04 ACRES MORE OR LESS.



LEGEND AND NOTES:

- 1) WATER SUPPLIED BY INDIVIDUAL WELL.
- 2) SEWAGE DISPOSAL SUPPLIED BY INDIVIDUAL SEPTIC TANKS
- 3) THERE ARE NO UTILITY EASEMENTS ADJACENT TO PROPOSED PLAT EXCEPT THOSE PROPOSED WITHIN PROPOSED SUBDIVISION.
- 4) UTILITY EASEMENTS AS SHOWN SUBJECT TO CHANGE AT UTILITY PROVIDERS REQUEST.
- 5) BEARINGS BASED ON THE NORTH LINE OF SECTION 20 (N 89°57'11" E-DEED).
- 6) CONTOUR LINES AS PER PALMOUTH, FLA QUADRANGLE MAP.
- 7) DISTANCES MEASURED IN U.S. FEET
- 8) COORDINATES BASED ON UNPUBLISHED DATA (ASSUMED).

Timothy B. Alcorn
 TIMOTHY B. ALORN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6332
 DATE: AUGUST 2, 2023

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LINE TABLE

LINE	BEARING	DISTANCE
1.1	S 89°57'11" W	41.06
1.2	N 89°56'33" E	38.76
1.3	S 89°55'55" W	136.00

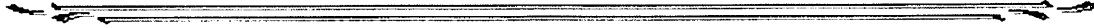
DEVELOPERS:
 FLA LAND, LLC
 1485 U.S. HIGHWAY 90 WEST
 LIVE OAK, FLORIDA 32060
 (386) 362-4794

SUBDIVIDER'S AGENT:
 TIMOTHY B. ALORN
 130 WEST HOWARD STREET
 LIVE OAK, FLORIDA 32064
 (386) 362-4629

SCALE: 1" = 100'	DATE SURVEYED: 07-15-2023	DATE DRAWN: 08-02-2023
REVISED:	APPROVED BY:	DRAWN BY: SH
J. SHERMAN FRIER & ASSOCIATES, INC. LAND SURVEYORS CERTIFICATE OF AUTHORIZATION - LB# 7170		
130 W. HOWARD STREET, LIVE OAK, FL 32064 PHONE: 386-362-4629 EMAIL: jf@windstream.net FAX: 386-362-5270 tim@windstream.net		

DRAWING NO. 86-2023PP

GENERAL BUSINESS



18. Discuss, with possible Board actions, Second Addendum to Lease Agreement 2009-31 with Hatch Enterprises, Inc. (Chairman White)

SECOND ADDENDUM TO LEASE AGREEMENT 2009-31

THIS SECOND ADDENDUM TO AGREEMENT 2009-31 made and entered into this ___ day of _____, 2023, by and between HATCH ENTERPRISES, INC., a Florida Corporation, _____, Branford, Florida 32008, (hereinafter referred to as "ENTERPRISES") and HATCH LAND & TIMBER, INC., a Florida Corporation, _____, Branford, Florida 32008, hereinafter referred to as "LAND & TIMBER") or jointly referred to as "Lessors", and the BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 13150 80th Terrace, Live Oak, Florida 32060 hereinafter referred to as "BOCC" or "Lessee",

WHEREAS, the parties, ENTERPRISE and Lessee had previously entered into a Lease Agreement on February 17, 2009 (Suwannee County Agreement No. 2009-31) for the purposes of digging, mining, operating for and removing lime rock on certain properties owned by ENTERPRISE, said agreement being recorded in ORB 1759, Pages 391-398 of the public records of Suwannee County Florida, with addendum and "Description of Easement Area" included in the agreement; and

WHEREAS, all parties herein recognize that at the inception of the lease agreement in 2009, the original lessor, ENTERPRISE was a family owned Florida corporation; and

WHEREAS, all parties further recognize LAND & TIMBER is also a related family owned Florida corporation; and

WHEREAS, Hatch Land & Timber, Inc. (LAND & TIMBER) was and is the owner of the underlying property upon which the easement "Description of Easement Area" attached as Exhibit A to the previously entered Lease Agreement (Suwannee County Agreement No. 2009-31) actually exists and runs upon the land.

WHEREAS, the BOCC has expressed a desire to lease additional lands from the original Lessor, ENTERPRISES, as well lease adjoining lands of the related entity, LAND & TIMBER; and

WHEREAS, LAND & TIMBER desires to join in the original agreement to clarify ownership and reaffirm the grant of easement made to Lessee, under the same and

conditions and further, in conjunction with ENTERPRISES, desires to accommodate BOCC desire for additional leased properties and under the terms and conditions expressed below herein.

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the BOCC, ENTERPRISES and HATCH LAND & TIMBER agree as follows:

1. Hatch Land & Timber, Inc. (LAND & TIMBER) as the owner of the underlying property upon which the easement "Description of Easement Area" attached as Exhibit A to the previously entered Lease Agreement (Suwannee County Agreement No. 2009-31) actually exists and runs upon the land and reaffirms the grant of easement made to Lessee, in the same terms and conditions. Lessee and ENTERPRISES acknowledge such joinder and grant of easement but acknowledge that such participation or joinder in the original agreement is only to reaffirm the easement area and the access rights and obligations therein but does create any additional performance or payment obligations. .

HATCH ENTERPRISES, INC. LEASED PREMISES

2. ENTERPRISES does hereby grant, demise, lease and let to the Lessee, for the purpose of digging, mining, operating for and removing lime rock (including necessary sand, clay, and overburden) in, on, or under all that certain tract of land situated in Suwannee County, Florida, hereinafter the "ENTERPRISE premises", the legal description of which is as follows:

The Northwest ¼ of the Southwest ¼ of the Southeast ¼ and the North ½ of the South ½ of the Southwest ¼ of the Southeast ¼ of Section 14, Township 6 South, Range 14 East, Suwannee County, Florida, containing 19.92 acres more or less.

ENTERPRISES warrants that it is the owner of the full fee simple and unencumbered title to the demised premises and the lime rock located therein (including sand, clay, and overburden) and agrees to defend, at Lessors' expense, the title to the same against every person or party lawfully claiming or attempting to claim the same or any part thereof.

HATCH LAND & TIMBER, INC. LEASED PREMISES

3. LAND & TIMBER does hereby grant, demise, lease and let to the Lessee, for the purpose of digging, mining, operating for and removing lime rock (including necessary

sand, clay, and overburden) in, on, or under all that certain tract of land situated in Suwannee County, Florida, hereinafter the "demised premises", the legal description of which is as follows:

The South ½ of the Northwest ¼ of the Southeast ¼ and the Northeast ¼ of the Southwest ¼ of the Southeast ¼ of Section 14, Township 6 South, Range 14 East, Suwannee County, Florida, containing 29.88 acres more or less.

LAND & TIMBER warrants that it is the owner of the full fee simple and unencumbered title to the leased premises and the lime rock located therein (including sand, clay, and overburden) and agrees to defend, at Lessors' expense, the title to the same against every person or party lawfully claiming or attempting to claim the same or any part thereof.

4. Both the ENTERPRISE and LAND & TIMBER leased premises delineated above are acknowledged and considered herein as one total combined leased unit for purposes of this Second Addendum. All terms herein apply equally to each leased premises as one unit, with the exception that payment provisions reflected herein below are separated for the convenience of the parties.

5. This lease shall remain in force and effect for a term of thirty (30) years, beginning with the 1st day of _____, 2023, and ending the ___ day of _____, 2053, or upon written notice from Lessee to Lessors that Lessee has mined all mineable lime rock from the demised premises, whichever first shall occur. In the event that all purchased expected tonnage of lime rock estimated in paragraphs 6.A. and 6.B. below has not been mined at the expiration of the lease term, and in order to allow Lessee to remove all purchased lime rock, the Lessee, at its option and discretion, may extend this lease of the properties described above in paragraph 2 or 3, or both, for an additional five year period. Lessee shall provide give the appropriate Lessor notice of such election, at least 120 days before the expiration of the lease term. Any such election of extension shall be reflected in a further addendum to this Lease.

6. PAYMENT: In consideration for this lease, the Lessee shall pay separately to the Lessors, over the course of 20 years commencing no later than thirty (30) days after the beginning date of the of this Agreement and based upon the expected tonnage as follows:

A. As to ENTERPRISES:

The parties expressly agree and stipulate that prior to entering into this Second Amendment Agreement, previous mining activity had occurred on a portion of the Lessor ENTERPRISES' leased premises and expected tonnage has been adjusted for the same.

Mineable acreages and expected tonnage for the partial unit are as follows:

Hatch Enterprises, Inc. (19.92 ac.) (tpa – tons per acre)

13.26 ac. x 192,000 tpa (1 ac. x 60 foot depth) = 2,545,920 tons

5.5 ac. x 96,000 tpa (1 ac. x 30 foot depth) = 528,000 tons

1.26 ac. previously mined = 0

Total tons for Hatch Ent. = 3,073,920

For purpose of calculating the payments due, the overall expected tonnage has been divided by the payment years to reflect the expected tonnage for an annual period (3,073,920 tons divided by 20 years = 153,696 tons/year)

(1) For the first five (5) year payment period, (___/2023-___/2028), the rate shall be \$.40/ton = (\$61,478.40/year or \$5,123.20/month)

(2) For the second five (5) year payment period, (___/2028-___/2033), the rate shall be \$.45/ton = (\$69,136.20/year or \$5,763.60/month)

(3) For the third five (5) year payment period, (___/2033-___/2038), the rate shall be \$.50/ton = (\$76,848.00/year or \$6,404.00/month)

(4) For the fourth five (5) year payment period, (___/2038-___/2043), the rate shall be \$.55/ton = (\$84,532.80/year or \$7,044.40/month)

B. As to LAND & TIMBER:

Mineable acreages and expected tonnage for the partial unit are as follows:

Hatch Land & timber, Inc. (29.88 ac.) (tpa – tons per acre)

3200 tpa/foot x 60 foot depth = 192,000 tpa

29.88 ac. x 192,000 tons (1 ac. x 60 foot) = 5,736,960 tons

For purpose of calculating the payments due, the overall expected tonnage has been divided by the payment years to reflect the expected tonnage for an annual period (5,736,960 tons divided by 20 years = 286,848 tons/year)

1. For the first five (5) year payment period, (/2023- /2028), the rate shall be \$.40/ton = \$573,696 (\$114,739.20/year or \$9,561.60/month)

2. For the second five (5) year payment period, (/2028- /2033), the rate shall be \$.45/ton = \$645,408 (\$129,081.60/year or \$10,756.60/month)

3. For the third five (5) year payment period, (/2033- /2038), the rate shall be \$.50/ton = \$717,120 (\$143,424.00/year or \$11,952.00/month)

4. For the fourth five (5) year payment period, (/2038- /2043), the rate shall be \$.55/ton = \$788,832 (\$157,766.40/year or \$13,147.20/month)

C. The Lessee shall make the payments reflected to each Lessor indicated in paragraphs A and B above on a monthly basis. Lessee shall have the right to prepay to either Lessor (or both) any amount at any time without penalty, but any such prepayment made by the Lessee to either Lessor (or both) shall not relieve the Lessee of the obligation to make the next scheduled monthly payment to such Lessor. In the event of prepayment for any amount, Lessee shall provide a schedule of what amount of rock is being pre-paid for and when the extraction is to occur. The prepayment amount shall be for the amount of rock to be extracted at the time it is extracted. By way of example, if the Lessee is prepaying in year 4 for rock to be extracted in year 5, the rate of payment shall be the year 5 rate. Payment for each of the Lessors shall be directed to the entity and corresponding address indicated in the notice provisions below. At the completion of the total lease payment amounts for all mineable acres, all lime rock within the leased premises shall be considered to be paid for in full and shall be the owned by Lessee.

6. As further consideration for this lease, the parties hereto agree as follows, to-wit:

A. At all times during the term of this lease, Lessors shall furnish Lessee, access from the leased properties to a public road without additional charge. The time period granted in the easement reaffirmed in paragraph 1 above, is hereby extended for another 30 years to conform to the time of this Second Addendum. It is specifically acknowledged by ENTERPRISES that, if during the term of this agreement mining operations upon ENTERPRISES' leased property cease for any reason, including the

completion of mining of all mineable lime rock upon said property, ENTERPRISES shall continue to provide an easement to assure Lessee's access to a public road from adjacent and additionally mined property of LAND & TIMBER. Any location and dimensions of such easement necessitated in the future shall be mutually agreed upon at a later date and shall be attached hereto as a further addendum and shall be without charge to the Lessor.

B. Lessee shall be entitled to the sole and exclusive possession and occupancy of the leased premises during the term of this agreement. The Lessee shall have the right at any time and at all times to move onto the leased premises and to remove therefrom any and all machinery and equipment deemed necessary by Lessee for the purpose of digging., mining, operating and producing lime rock, sand, clay and overburden from the leased premises.

C. Lessee, in its sole discretion, shall have the right to dig, mine and remove as little or as much lime rock (including necessary sand, clay and overburden) from the leased premises during the term of this agreement or any extension thereof as shall be deemed necessary by Lessee for its purposes. Lessee may use any such means, methods and operations, including blasting, necessary to dig, mine and remove said materials from the leased premises.

D. Lessee shall have the right to remove lime rock material to a depth of 60 feet on all leased premises without regard to water level.

E. Lessee agrees that overburden left on the demised premises shall be stored and located in a designated "overburden area" or place not mined by Lessee so as not to interfere with the subsequent removal of the remaining materials.

F. Lessors shall not be obligated or responsible for leveling, grading, restoring or reclaiming the demised premises during or after the conclusion of Lessee's mining operation. Lessee agrees to secure all permitting, file all required plans and papers, and comply with all rules, regulations and requirements of Local, State and Federal Law during the term of this agreement. Lessors agree to cooperate with Lessee to obtain all said required permits, including but not limited to the modification of existing permits or reclamation plans to expand the existing permit to the leased area herein, and the execution of all required documents necessary as a said owner of the underlying property.

G. Lessee shall assume full reclamation responsibility with regard to the above described premises in compliance with any new or modified reclamation plan. It is the parties' intent that any modification to the existing reclamation plan shall include the new leased area to be mined and further include an adjustment of said reclamation periods for old and new areas mined to coincide with the new time periods of this addendum or extension thereof. The Lessee shall, within six months of completion of all lime rock removal, unless Lessor determines an extension of said period is in the Lessor's best interest, commence reclamation activities. Lessee warrants it will exercise all reasonable diligence and that reclamation shall be completed within a reasonable time frame as determined by generally accepted prudence standards within the industry.

H. Lessee agrees to hold Lessor harmless from the payment of any severance tax for the mining and removal of lime rock on the premises during the term of this agreement. Lessee shall promptly pay all ad valorem taxes and all non-ad valorem assessments levied on the leased premises during the term hereof (an original material term of Suwannee County Agreement 2009-31).

I. Lessee shall not be responsible or liable for damages to the leased premises resulting from the standard, normal mining operations contemplated in paragraph 6.C. above. Neither the Lessee nor the Lessors shall permit entrance to the leased premises by any persons or parties other than the Lessee, its employees, agents or servants. The Lessee shall not be responsible or liable for any party or person while on the leased premises except that Lessee shall hold Lessor harmless from and against all such claims of Lessee and Lessee's employees, agents or servants and all claims arising from Lessee's activities or operations upon said premise. Notwithstanding any other provision of this Agreement to the contrary, Lessee, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of the *Florida Constitution* or state law limiting the Lessee's liability.

7. It is expressly understood and agreed that this instrument is to be construed as a conveyance in fee simple of all the lime rock (including sand, clay and overburden) removed from the leased premises by the Lessee.

8. Any language in this Agreement notwithstanding, in all areas where the Lessee is

not presently mining, the Lessor shall retain all right and title to all pine straw and merchantable timber on the lease property. Nothing in this paragraph shall be construed as a restriction on the right of the Lessee to mine pursuant to this agreement.

9. This Agreement shall not in any manner be construed as to create the relationship of principal and agent, partnership or joint venture or of any association between Lessee and Lessors. Neither the Lessor nor any one of its agents, servants and employees shall be subject to any direction or control by the Lessors or any of its agents, servants and employees, in performing the rights and obligations contemplated under this agreement.

10. This agreement does not create any third party beneficial interest in any other person or entity. No assignment of the payments to be paid hereunder shall be binding upon the Lessee until the Lessee shall have been furnished with a thirty (30) day written notice executed by Lessor in the manner contemplated for notice herein below. Rights of the Lessee under this Agreement are not assignable.

11. Any notice, demand, communication, or request that is required to be delivered to a Party hereunder shall be in writing, addressed to the party for whom it is intended, and delivered to the address shown above or at any other place last specified by such party: (i) in person, (ii) via nationally recognized overnight delivery service, (iii) via Certified United States Mail, postage prepaid with return receipt requested, or (iv) via email, with confirmation from the recipient acknowledging receipt thereof within 72 hours (and if there is no receipt within such time period, one of the other methods described in this section must be utilized).. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the parties.

The parties initially designate the following as their respective places for delivery of notice:

As to Lessee: Suwannee County, Florida
 c/o County Administrator
 13150 80th Terrace Live Oak, FL 32060
 Email: _____

As to ENTERPRISE: Hatch Enterprises, Inc.
 Attention: _____

_____, Branford, FL 32008

Email: _____

As to LAND & TIMBER: Hatch Land & Timber, Inc.

Attention: _____

_____, Branford, FL 32008

Email: _____

12. A waiver by any party of any breach of this agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by any party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement. and shall not be construed as doing so.

13. This Agreement shall be governed in all respects by the laws of the State of Florida. The exclusive venue for any conflict, dispute or litigation arising out the terms of this agreement shall be Suwannee County, Florida. Any and all conflicts or disputes regarding interpretation of this agreement or otherwise arising out of the performance or non-performance hereunder shall first be submitted to mediation. No party to this contract shall be entitled to take legal action against any other party hereto with regard to a conflict or dispute so arising until such time as the parties have attempted good faith mediation and mediation has reached impasse. Failure of any party to participate in mediation or to participate in good faith in mediation of any conflict or dispute so arising prior to the institution of litigation with respect to same, shall in any ensuing litigation be entitled to its reasonable attorneys' fees and costs incurred in the mediation or failure to mediate, but only if such adverse party is the prevailing party in the ensuing litigation. In any event of litigation, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation, whether at the trial or appellate level.

14. The provisions, terms and conditions stated in this agreement may not be modified, superseded or otherwise altered unless by a written amendment executed by all parties.

15. The parties recognize that ENTERPRISE and LAND & TIMBER are related

family entities and over the time period of this agreement may be subject to restructuring or revision for the benefit of family estate planning purposes. The provisions of this agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, successors and assigns.

16. This Agreement is a Second Addendum to the Lease Agreement dated February 17, 2009 (Suwannee County Agreement No. 2009-31) and except to the extent specifically modified herein the terms of the original Lease Agreement remained unchanged.

17. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Signatures exchanged by facsimile. Signatures exchanged by facsimile transmission or by e-mail delivery of an electronic format data file (i.e. .pdf), such signatures shall be deemed original signatures for all purposes and shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES OF PARTIES APPEAR ON PAGES FOLLOWING]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by the duly authorized representatives of the Parties on the dates indicated.

Signed, Sealed and Delivered
In the presence of:

LESSOR:
HATCH ENTERPRISES, INC.

Signature of Witness

By: _____
It's _____

Printed Name of Witness

Date: _____

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing Second Addendum to Agreement 2009-31 was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2023, by _____, as _____ of HATCH ENTERPRISES, INC., a Florida corporation, on behalf of said company, who_ is personally known to me or_ has produced as identification the following: _____.

(NOTARIAL SEAL)

Notary Public

Print or type name of Notary
My Commission Expires:

Signed, Sealed and Delivered
In the presence of:

LESSOR:
HATCH LAND & TIMBER, INC.

Signature of Witness

By: _____
It's _____

Printed Name of Witness

Date: _____

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing Second Addendum to Agreement 2009-31 was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2023, by _____, as _____ of HATCH LAND & TIMBER, INC., a Florida corporation, on behalf of said company, who_ is personally known to me or_ has produced as identification the following: _____.

Notary Public

(NOTARIAL SEAL)

Print or type name of Notary
My Commission Expires:

LESSEE:

**BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA**

ATTEST:

BARRY BAKER
Clerk of the Court

By: _____
Franklin White
Chairman

Date: _____

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing Second Addendum to Agreement 2009-31 was acknowledged before me by means of physical presence this _____ day of _____, 2023, by FRANKLIN WHITE, Chairman, and BARRY BAKER, Clerk, of the BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, who _____ are personally known to me or _____ have produced as identification the following:
_____.

Notary Public

(NOTARIAL SEAL)

Print or type name of Notary
My Commission Expires:

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

PUBLIC CONCERNS AND COMMENTS



ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

