

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

TENTATIVE AGENDA FOR FEBRUARY 6, 2024, AT 5:30 P.M.

**Invocation
Pledge to American Flag**

ATTENTION:

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

APPROVAL OF MINUTES:

1. a) January 12, 2024 – Special Meeting
b) January 16, 2024 – Regular Meeting
c) January 19, 2024 – Special Meeting
d) January 22, 2024 – Special Meeting
e) January 26, 2024 – Special Meeting

PUBLIC CONCERNS AND COMMENTS:

CONSENT:

2. Approval of payment of processed invoices.
3. Approval of appointments to the Canvassing Board.
4. Approval of and authorize the Chairman to execute the Memorandum of Understanding between Suwannee County and Matco Industries, Inc.
5. Approval of Florida Commerce Community Technical Planning Assistance grant #P0489 for Catalyst Industrial Park Master Plan in the amount of \$75,000, NO budget impact.

6. Approval of Florida Division of Emergency Management grant #R0858 for County Emergency Operations Construction, no budget impact.
7. Approval of Change Order No. 1 with Curt's Construction, Inc. for construction plan revisions on the Suwannee River Greenway at Branford SunTrail project.
8. Approval of amended Local Housing Assistance Plan and adoption of enabling Resolution.
9. Approval of the Florida Boating Improvement Program (FBIP) grant #23098 for the Charles Springs Boat Ramp, pending County Attorney review, to grant permission to go out to bid, to authorize the Parks & Recreation Director to serve as Project Manager, and to allow staff to sign all related documents.
10. Authorization to demolish residence located on County Airport property. Budget impact: County staff would demolish the residence. The cost to repair the residence would exceed \$100,000.
11. Authorization to advertise for Request for Proposals for water & wastewater operations, maintenance, service, and repair.
12. Declare Walt's Live Oak Ford as a sole source provider and authorize the purchase of a 2023 Ford Transit-350 Passenger van in the amount of \$55,954.45 for the Extension Office. Budget impact: The 2023-2024 budget would be minimal to not at all as the under-utilized funds from the 2022-2023 budget would be used.

TIME-SPECIFIC ITEMS:

13. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the purchase of real property. (County Attorney Adam Morrison)
14. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit Request No. SP-24-02-01 by Chip Flowers, authorized agent for property owners Christopher Aaron Bryant and Samantha Bryant, to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (323 feet guyed communications tower and associated equipment) on property zoned Agriculture-1 (A-1) (Ronald Meeks, Development Services Director)
15. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider an application request by Andrew J. Decker III as the authorized agent for Dale R. McCall and Keith L. McCall on the question of vacating Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 49, 50, 51, and 52 Of O'Brian Plat in accordance with that certain plat filed of record with the Clerk of Court in Plat Book 1, Page 53. (Ronald Meeks, Development Services Director)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

16. Update on county projects. (Greg Bailey, North Florida Professional Services, Inc.)
17. Update on county projects. (Brian Pitman, Pitman Engineering)
18. Discuss, with possible Board action, Preliminary and Final plat approval of Miller Place Subdivision. (Ronald Meeks, Development Services Director)
19. Discuss, with possible Board action, the Local State of Emergency due to Hurricane Idalia. (Greg Scott, County Administrator)
20. Discuss, with possible Board action, agreement with Lutheran Services Florida, Inc. d/b/a LSF Health Systems for grant/funding to establish a Community Paramedic/Mobile Integrated Health Program, creating a new full-time position of Community Paramedic, and needed equipment all to be funded by Opioid Settlement Funds. (County Attorney Adam Morrison)
21. **Additional Agenda Items.** The Chairman calls for additional items.
22. Administrator's comments and information.
23. Board Members Inquiries, Requests, and Comments.

8:00 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a special called meeting and the following were present: Chairman Travis Land; Commissioner Don Hale; Commissioner Maurice Perkins; and Commissioner Leo Mobley. Commissioner Franklin White was not present. Deputy Clerks Eric Musgrove and Logan Woods and County Administrator Greg Scott were also present.

Chairman Land called the meeting to order at 8:06 a.m.

The first item on the agenda was renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia.

Commissioner Hale moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Perkins seconded, and the motion carried unanimously (4-0). (Resolution No. 2023-35-24)

County Administrator Scott discussed a map showing debris cleanup and already-cleared areas. He also discussed CR 49 resurfacing and some drainage problems with it; 76th Street regarding moving of a fence; a Department of Environmental Protection (DEP) and Department of Transportation (DOT) meeting regarding a vulnerability study that included flood-prone areas and flow of traffic; and also grant money for Hurricane Idalia recovery.

Discussion ensued on road debris pickup.

(BALANCE OF PAGE LEFT BLANK INTENTIONALLY)

January 12, 2024
Special Called Meeting
Airport Conference Room
Live Oak, Florida

County Administrator Scott noted that Legislative meetings in Tallahassee were scheduled the following week.

Commissioner Perkins moved to adjourn the meeting. Commissioner Mobley seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, the meeting adjourned at 8:23 a.m.

ATTEST:

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

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

5:30 p.m.

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

Chairman Land called the meeting to order at 5:30 p.m. and asked Commissioner Perkins to lead the invocation and asked 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 December 28, 2023 Special Meeting, January 2, 2024 Regular Meeting, and January 5, 2024 Special Meeting.

Commissioner White moved to approve the minutes of the December 28, 2023 Special Meeting, January 2, 2024 Regular Meeting, and January 5, 2024 Special Meeting. Commissioner Perkins seconded, and the motion carried unanimously.

Chairman Land noted that consent items 8-10 were moved to general business for discussion.

PUBLIC CONCERNS AND COMMENTS:

There were none.

CONSENT:

The second item on the agenda was to approve payment of \$3,233,514.49 in processed invoices.

The third item on the agenda was approval of a letter in support of the Original Florida Tourism Task Force's application for a Rural Regional Development Grant from the Florida Department of Economic Opportunity.

The fourth item on the agenda was approval of a 12-month extension on a 1-year Recreational Vehicle Temporary Use Permit for Tennesa Rees, Permit #49063.

The fifth item on the agenda was approval of and authorization for the Chairman to execute the Architectural/Engineering Services Agreement with North Florida Professional Services, Inc. for professional services for the Suwannee County Coliseum Livestock Arena and Barn, and to authorize staff to sign any necessary documents relating to this project. Budget impact: funded from a grant. **(Agreement No. 2024-34)**

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

The seventh item on the agenda was approval of Change Order No. 3 with Curt's Construction, Inc. for reconciliation of as-built quantities and contract amount for final payment associated with Wideman Street and Carter Avenue. Budget impact: funded by FDOT. **(Agreement No. 2022-118-04)**

The eighth item on the agenda was approval of a Task Order with Locklear & Associates for professional engineering services associated with evaluating future collection and transportation options. Budget impact: \$50,000 to be funded from the Solid Waste budget.

This item was pulled for discussion.

The ninth item on the agenda was authorization to allocate Local Assistance and Tribal Consistency Funds in the amount of \$100,000 for Economic Development purposes and activities. Budget impact: none.

This item was pulled for discussion.

The tenth item on the agenda was authorization to increase the credit limit of credit cards for Economic Development, Extension, Fire Rescue, Library, Maintenance, and the Parks and Recreation Department. The increase is within spending authority, per the County's Purchasing Policy.

This item was pulled for discussion.

The eleventh item on the agenda was authorization to purchase a 2023 Ford F150 truck from Alan Jay Fleet Sales in the amount of \$37,849 for Solid Waste. Budget impact: to be paid from the Solid Waste budget.

The twelfth item on the agenda was authorization to advertise for a Request for Proposals for harvesting and sale of timber.

The thirteenth item on the agenda was authorization to advertise for bids for clearing, grubbing, and grinding.

The fourteenth item on the agenda was to declare four county vehicles surplus and approve the sale of the same.

Commissioner Hale moved to approve consent items 2-7 and 11-14. Commissioner White seconded, and the motion carried unanimously.

CONSITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Parks and Recreation Director Jason Furry noted various recreational updates including the upcoming soccer season, Royal Springs gatehouse and entrance fee, grants for Charles Springs, the

SunTrail project, upcoming events at the Coliseum, and Coliseum renovations. He also reminded the Board of an upcoming event at Heritage Parks and Gardens.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

County Attorney Morrison informed the Board that he had been served a notice of intent to sue that was related to an incident on school grounds that resulted in the injury of a child. Although the notice was for the School Board, he had received a copy of the notice.

GENERAL BUSINESS:

Chairman Land returned to the consent items that had been moved to general business.

The eighth item on the agenda was approval of a Task Order with Locklear & Associates for professional engineering services associated with evaluating future collection and transportation options. Budget impact: \$50,000 to be funded from the Solid Waste budget.

County Administrator Scott discussed the study, what it would entail, and why it was necessary to create a future-focused plan for solid waste collection and transportation options.

John Locklear, Locklear & Associates, discussed details of the work involved. He stated that they would be looking at projected garbage rates, how it was being collected, how it could be collected differently, and the cost per ton to collect, haul, and dispose at various landfill sites. The study would provide the County with updated information and different options available for dealing with solid waste before the current contract with the waste contract ended. They may choose to have a portion of the County be served by a different methods, looking at route and disposal "site optimization", where waste

was generated and determine where it should go to be better on the County (landfills or further away), and the possibility of compactors. He noted that this study could determine which collection sites to keep or what could be gotten rid of to save on costs, benefit of compactors at the sites that had the most trash, and an overall analysis of the collection and transportation for the whole County with the analysis based on dollar amount per ton.

Much discussion ensued on the solid waste collection and transportation study, analysis metrics and method, information that could be found from the study to analyze different options for the future, and timeline for the study.

Commissioner Perkins moved to approve a Task Order with Locklear & Associates for professional engineering services associated with evaluating future collection and transportation options. Budget impact: \$50,000 to be funded from the Solid Waste budget. Commissioner Mobley seconded, and the motion carried unanimously. (Agreement No. 2024-36)

The ninth item on the agenda was authorization to allocate Local Assistance and Tribal Consistency Funds in the amount of \$100,000 for Economic Development purposes and activities. Budget impact: none.

County Administrator Scott stated that the Clerk's Office needed the additional ARPA funds received to be designated to a specific budget line. He discussed how the funds may potentially be used, but that Economic Development was the best location for the money in the budget until it was utilized.

Discussion using the funding for Economic Development miscellaneous expenses.

Commissioner Perkins moved to approve allocating Local Assistance and Tribal Consistency Funds in the amount of \$100,000 for Economic Development purposes and activities. Budget impact: none. Commissioner White seconded, and the motion carried unanimously.

The tenth item on the agenda was authorization to increase the credit limit of credit cards for Economic Development, Extension, Fire Rescue, Library, Maintenance, and the Parks and Recreation Department. The increase is within spending authority, per the County's Purchasing Policy.

Chairman Land stated that often the limits of the cards were met due to recurring monthly charges before Finance was able to pay the bill, but sometimes miscellaneous expenses such as hotel and conference fees came up before the card balance was paid. An increase in credit limits would allow for such additional charges to be placed on the card without issue.

County Administrator Scott noted that the cards were always paid on time, but due to recurring regular expenses, extra charges such as flights or other necessary spending for conferences, etc. raised the amount on the card before it could be paid within the pay cycle.

Commissioner Mobley moved to approve increasing the credit limit of credit cards for Economic Development, Extension, Fire Rescue, Library, Maintenance, and the Parks and Recreation Department. The increase is within spending authority, per the County's Purchasing Policy. Commissioner Perkins seconded, and the motion carried unanimously.

The fifteenth item on the agenda was to discuss, with possible Board action, roadside litter pickup.

County Administrator Scott stated that litter was more noticeable this time of the year due to the dead foliage and that there were different options available for the County to deal with the litter issue: hiring one full-time, full-man crew at \$182,483.33; two full-time four-man crews at \$364,966.88; advertise for bids for roadside litter pickup; or to do nothing. He added that the last time litter pickup had been advertised for bids was in 2021 and the proposals received were around \$300,000, so the amount would probably be higher now given the economic climate.

Discussion ensued on whether equipment for the crews was included in the costs, the options presented, whether current staff could do the work, use of inmates, and bidding out the project.

Discussion ensued on the last bid specifications.

Commissioner Hale suggested going out for bids for a 6-month or partial month litter pickup during the part of the year that foliage died back. However, he was not sure companies would respond to a 6-month bid.

Discussion ensued on obtaining bid amounts for both a 6-month and 12-month litter pickup schedule, as well as inmate crews available, some of whom were working on litter pickup now or helping with debris removal.

Commissioner White felt the only solution to consistently keep the roads clean was to hire someone to do litter pickup full time.

Charman Land suggested contacting neighboring counties to see what they were doing regarding litter pickup.

Commissioner White added that Columbia County contracted out their mowing and litter pickup.

Economic Development Director Jimmy Norris discussed a business that had looked at moving their operations to Suwannee County, but because of all the roadside litter decided against it. The litter issue gave a bad impression to outside businesses since it gave the appearance that both the residents and the Board did not care about the County.

Discussion ensued on the issue and impact to economic development, and whether door-to-door garbage pickup for the entire County was an option.

Mr. Locklear stated that the County did not have enough population density outside the city limits for door-to-door pickup to be a viable option.

Discussion ensued on litter pickup options, hiring a company full-time to do the work, asking neighboring counties how they handled the issue and what they included in their bid packages, and costs of hiring an in-house crew versus hiring a company.

Commissioner Perkins moved to authorize going out for bids (both part-time and full-time) for litter pickup services, and in the meantime asking surrounding counties what they did to address the issue and what they included in their bid specification. Commissioner Mobley seconded, and the motion carried unanimously.

The sixteenth item on the agenda was Additional Agenda Items.

There were none.

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

County Administrator Scott wished to clarify a few of the issues brought up at the last Board meeting by the public regarding salary increases. He stated most of the increases were minor increases to bring up lower paid employees to match those who did similar work and also to correct minimum wage compression. County Administrator Scott added that the overall increases in salaries were skewed due to promotions received by employees who moved into department head positions. He noted that the compression issue would have to be addressed again later on but recommended having an agency analyze the issue to give better options. County Administrator Scott also updated the Board on culverts that needed to be cleaned out and how it was impacting flooding in certain areas, and discussed grants and funding to which the County was applying.

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

Commissioner Mobley invited everyone to attend an honorary tree planting at Hearthstone Botanical Gardens on January 19.

Commissioner Perkins thanked County Administrator Scott and staff for their work and asked him to look into 180th Terrace culverts as well. He also thanked Fire Chief Eddie Hand and Fire Rescue for their attendance at the Martin Luther King, Jr. parade on Monday.

Commissioner Hale thanked employees for their work, especially during inclement weather.

Commissioner White echoed the other Commissioners' comments and commented on the wage compression issue, noting that as a private sector business owner, the average starting pay was around \$19/hour, which was more than the average starting County pay.

Chairman Land echoed other comments and commented on the amount of work that the Commissioners did outside of the regular board meetings, including attending legislative and other prominent meetings and events. He thanked the Commissioners for their dedication to the County.

County Administrator Scott noted the upcoming surplus equipment sale.

Commissioner White moved to adjourn the meeting. Commissioner Mobley seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 6:25 p.m.

ATTEST:

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

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

January 19, 2024
Special Called Meeting
Airport Conference Room
Live Oak, Florida

7:50 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a special called meeting and the following were present: Chairman Travis Land; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Leo Mobley; and Commissioner Franklin White. Deputy Clerks Eric Musgrove and Logan Woods and County Administrator Greg Scott were also present.

Chairman Land called the meeting to order at 7:55 a.m.

The first item on the agenda was renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia.

Commissioner White moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2023-35-25)

Mrs. Mandy Frederickson, Administrative Assistant, noted that the ribbon-cutting ceremony to be held at the new 180th Bridge was on January 29, assuming all final reviews were passed.

Discussion was held on the very productive meetings with the Legislature during the week. Some proposed bills were also discussed, such as tax exemptions for tangible agricultural equipment and term limits for County Commissioners.

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

There being no further business to discuss, the meeting adjourned at 8:03 a.m.

ATTEST:

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

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

January 22, 2024
Special Called Meeting
Airport Conference Room
Live Oak, Florida

8:00 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a special called meeting and the following were present: Chairman Travis Land; Commissioner Don Hale; and Commissioner Maurice Perkins. Commissioner Leo Mobley and Commissioner Franklin White were not present. Deputy Clerks Eric Musgrove and Logan Woods and County Administrator Greg Scott were also present.

Chairman Land called the meeting to order at 8:02 a.m.

The first item on the agenda was renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia.

Commissioner Perkins moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Hale seconded, and the motion carried unanimously (3-0). (Resolution No. 2023-35-26)

County Administrator Scott noted that he had received an update on debris removal and that Saturday’s surplus auction had gone well, with some \$291,000 in sales.

Brief discussion ensued on the auction.

Commissioner Hale moved to adjourn the meeting. Commissioner Perkins seconded, and the motion carried unanimously (3-0).

There being no further business to discuss, the meeting adjourned at 8:04 a.m.

ATTEST:

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

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

January 26, 2024
Special Called Meeting
Airport Conference Room
Live Oak, Florida

8:30 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a special called meeting and the following were present: Commissioner Don Hale; Commissioner Maurice Perkins; and Commissioner Leo Mobley. Chairman Travis Land and Commissioner Franklin White were not present. Deputy Clerks Eric Musgrove and Logan Woods; County Administrator Greg Scott, and County Attorney Adam Morrison were also present.

In the absence of Chairman Land and Vice-Chairman White, Commissioner Hale called the meeting to order at 8:32 a.m.

Since neither the Chair nor Vice-Chair were present, Commissioner Perkins moved to appoint Commissioner Hale as acting chair for the meeting. Commissioner Mobley seconded, and the motion carried unanimously (3-0).

The first item on the agenda was renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia.

Commissioner Perkins moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Mobley seconded, and the motion carried unanimously (3-0). (Resolution No. 2023-35-27)

County Administrator Scott noted that neighboring counties were not extending their Local States of Emergency and recommended that the Board think about doing the same in the near future. He also updated the Board on the final net income from the latest auction of \$221,998.20 after commissions, etc. were paid. He noted that the Board would need to decide where the proceeds would be placed at the next regular meeting, but he recommended the equipment budget. County Administrator Scott also discussed a question that had been received from the Clerk's Office about groups wishing to use the Courthouse Square to hand out religious pamphlets, etc. He noted that historically, no permitting process

had been used and the public was allowed to use the Courthouse Square for things such as flags and crosses for holidays.

County Attorney Morrison clarified that the only issue with the public using the Courthouse Square was if they did something wrong, such as impeding traffic to the Courthouse. He also stated that he and Chief Eddie Hand had met regarding opioid funding, and it would be presented at some point to the Board.

County Administrator Scott clarified that the intent of the opioid settlement was to help people that dealt with those affected by the opioids, such as first responders, counsellors, and the like.

Commissioner Perkins moved to adjourn the meeting. Commissioner Mobley seconded, and the motion carried unanimously (3-0).

There being no further business to discuss, the meeting adjourned at 8:41 a.m.

ATTEST:

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

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Appointments to Canvassing Board.

Considerations:

Per Florida Statute 102.141(1)(c)(2), the Chairman of the Board of County Commissioners shall serve, and the Chairman shall appoint an alternate member. The appointments are as follows:

Chairman Travis Land

Alternate Commissioner Leo Mobley

Substitute Commissioner Maurice Perkins

Budget Impact:

N/A

Recommendation:

Appoint members submitted by the Chairman to serve on the Canvassing Board.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: February 6, 2024

SUWANNEE COUNTY

County Attorney
Executive Summary

Objective:

Execute a Memorandum of Understanding between Suwannee County and Matco Industries, Inc.

Considerations:

- Matco operates a business that makes use of the county rail spur located in the catalyst site
- New businesses are moving into the catalyst site which may make use of the County rail
- A more formalized arrangement between Matco and the County is necessary as the catalyst site continue to grow.

Recommendation

- Execute the Memorandum of Understanding between the County and Matco and authorize the County attorney to prepare and negotiate the Track Agreement between the County and Matco.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Adam Morrison', with a long horizontal flourish extending to the right.

Adam Morrison
County Attorney

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of January, 2024 to memorialize the agreement between SUWANNEE COUNTY, a political subdivision of the State of Florida (“COUNTY”) and MATCO INDUSTRIES, INC., (“MATCO”) a Florida Corporation with principal place of business in Pompano Beach, Florida.

WHEREAS, MATCO currently uses the rail spur owned by the COUNTY in the location colloquially known as the “Catalyst Site” as part of its business operations; and,

WHEREAS, the COUNTY and MATCO wish to further economic development at the Catalyst Site and throughout Suwannee County; and,

WHEREAS, MATCO and the COUNTY agree that a more formalized relationship between the parties is necessary as other businesses make use of the COUNTY rail spur.

In consideration of the foregoing, the parties hereby enter this MEMORANDUM OF UNDERSTANDING and agree to the following:

1) The COUNTY shall continue to permit MATCO to use the rail spur and adjacent real property and shall not revoke this permission so long as the parties continue to operate in good faith and MATCO’s operations do not inhibit or prohibit other businesses use of rail spur as authorized by the COUNTY. The COUNTY’S obligation to permit MATCO’S use of the rail spur shall be subsumed into the Track Agreement per paragraph 3 *infra*.

2) MATCO shall make all reasonable efforts to install rail track and other necessary infrastructure on its property so the unloading and loading of rail cars in furtherance of MATCO’S operations occur on property owned by MATCO, rather than on the COUNTY owned rail spur. MATCO shall make every effort to have the rail installed no later than June 1, 2024.

3) MATCO and the COUNTY shall negotiate and enter into a Track Agreement delineating the parties’ obligations, liabilities and the like regarding MATCO’s continued use of the COUNTY rail spur. The parties shall endeavor to have the agreement in place no later than June 1, 2024.

Dated this ____ day of January, 2024.

TRAVIS LAND
CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS



MATTHEW FURBER
PRESIDENT AND AUTHORIZED AGENT OF
MATCO INDUSTRIES, INC.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of FL Commerce Community Technical Planning Assistance grant # P0489 for CIP Master Plan

Considerations:

- County was notified in OCT 2023 of a Community Technical Planning Assistance (CPTA) grant award for \$75,000.
- The grant funding will be used to offset a portion of the cost associated with the Catalyst Industrial Park Master Planning engagement with North Florida Professional Services

Budget Impact:

- No budget impact

Recommendation:

- Respectfully request the Board to approve and execute FL Commerce CPTA Grant #P0489 pending County Attorney review/recommendation

Respectfully submitted,

Greg Scott,

County Administrator

**COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Suwannee County, Florida ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1: Scope of Work**
- **Attachment 1-A: Invoice: Grantee's Subcontractor(s) (Contractual Services)**
- **Attachment 1-B: Invoice: Grantee's Employee(s)**
- **Attachment 1-C: Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)**
- **Attachment 1-D: Grant Agreement Final Closeout Form**
- **Attachment 1-E: SERA Access Authorization Form (form provided after execution of this agreement)**
- **Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements**
- **Attachment 3: Audit Compliance Certification**

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

Agreement #P0489

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

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1. **Section 215.971, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection

with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, 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 Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability

of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict

accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the

words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

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unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

- 4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

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

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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/>.

2. Section 448.095, F.S., requires the following:
 - a. 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.
 - b. 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.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that

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Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of 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. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

- 1. Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
- 2. Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 3. Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
- 4. Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee 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 Commerce, 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 Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce 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 Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

Grantee's Agreement Manager:

Mr. Shannon Roberts
13150 80th Terrace
Live Oak, Florida 32060
Telephone: 386-362-2827
Facsimile: 386-362-1032
ShannonR@SUWCountyfl.gov

COMMERCE's Agreement Manager:

Cristin Beshears
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8486
Facsimile: (850) 717-8522
Email: Cristin.Beshears@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

By _____
Signature
J. Alex Kelly

Title _____
Secretary

Date _____

By _____
Signature
Travis Land

Title _____
Chairman

Date _____

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

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

**Attachment 1
SCOPE OF WORK**

1. **GRANT AUTHORITY:** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2340, Chapter 2023-239 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Grantee shall prepare a Suwannee County Catalyst Industrial Park Master Plan Study (CIP Master Plan Study) for infrastructure improvements (potable water, wastewater, natural gas, rail and road) to serve current and future businesses within the Catalyst Industrial Park (CIP). The CIP is a 500-acre industrial park located along US Highway 90 approximately one-half mile from the interchange of Interstate-10 and US Highway 90 in Suwannee County. The CIP Master Plan Study shall identify infrastructure that is needed to serve the CIP based on five-year, ten-year and twenty-year projections.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. CIP Potable Water Master Plan; Subcontract or Notice;

Grantee shall:

1. Prepare a "**Potable Water Master Plan**" based on the site development potential of the CIP that includes the following information: **(1)** projected amount of *CIP site potable water demand* for five-year, ten-year and twenty-year timeframes based on the CIP development potential analysis and the Suwannee County adopted level of service standards for potable water; **(2)** identification of the location and capacity (permitted and designed/constructed) of the *existing potable water supply and treatment plant* that is intended to serve the CIP site; **(3)** identification of the *total projected amount of potable water demand* for five-year, ten-year and twenty-year timeframes within the *entire service area* (both CIP site and off-site) on the water supply and treatment plant that is intended to serve the CIP site; **(4)** identification of any *needed improvements* (permitted capacity, designed capacity, timing and probable cost) to the *potable water supply and treatment plant* that is intended to serve the CIP site in order to meet the adopted potable water level of service standards for five-year, ten-year and twenty-year timeframes based on the *total projected amount of potable water demand* within the *entire service area* of the water supply and treatment plant; **(5)** identification of the location and designed capacities of the *existing potable water distribution lines* related to the CIP site and off-site potentially available to serve the CIP site; **(6)** identification of any *needed improvements* (type and designed capacity, location, timing and probable cost) to *potable water distribution lines* on the CIP site and off-site needed to *serve* the projected amount of

CIP site potable water demand and maintain the adopted level of service standards for potable water.

The Potable Water Master Plan shall consist of a written narrative text with accompanying location maps (and may include tables and other graphics). The Potable Water Master Plan five-year, ten-year and twenty-year timeframes shall utilize a base year of 2025. The Potable Water Master Plan shall identify the reference source of probable costs. The Potable Water Master Plan shall be based on best available data and analysis and professionally acceptable methodologies and assumptions.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

B. Deliverable 2. CIP Wastewater Master Plan; Subcontract or Notice

Grantee shall:

1. Prepare a **“Wastewater Master Plan”** based on the site development potential of the CIP that includes the following information: **(1)** projected amount of ***CIP site wastewater water demand*** for five-year, ten-year and twenty-year timeframes based on the CIP development potential analysis and the Suwannee County adopted level of service standards for wastewater; **(2)** identification of the location and capacity (permitted and designed/constructed) of the ***existing wastewater treatment plant*** that is intended to serve the CIP site; **(3)** identification of the ***total projected amount of wastewater demand*** for five-year, ten-year and twenty-year timeframes within the ***entire service area*** (both CIP site and off-site) on the wastewater treatment plant that is intended to serve the CIP site; **(4)** identification of any ***needed improvements*** (permitted capacity, designed capacity, timing and probable cost) to the ***wastewater treatment plant*** that is intended to serve the CIP site in order to meet the adopted wastewater level of service standards for five-year, ten-year and twenty-year timeframes based on the total projected amount of wastewater demand within the entire service area of the wastewater treatment plant; **(5)** identification of the location and designed capacities of the ***existing wastewater collection system (lines and lift stations)*** related to the CIP site and off-site potentially available to serve the CIP site; **(6)** identification of any ***needed improvements*** (type and designed capacity, location, timing and probable cost) to the ***wastewater collection system (lines and lift stations)*** on-site and off-site needed to ***serve*** the projected amount of ***CIP site wastewater demand*** and maintain the adopted level of service standards for wastewater.

The Wastewater Master Plan shall consist of a written narrative text with accompanying location maps (and may include tables and other graphics). The Wastewater Master Plan five-year, ten-year and twenty-year timeframes shall utilize a base year of 2025. The Wastewater Master Plan shall identify the reference source of probable costs. The Wastewater Master

Plan shall be based on best available data and analysis and professionally acceptable methodologies and assumptions.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. CIP Natural Gas Master Plan; Subcontract or Notice

Grantee shall:

1. Prepare a **“Natural Gas Master Plan”** based on the site development potential of the CIP and that includes the following information: **(1)** projected amount of CIP site natural gas demand for five-year, ten-year and twenty-year timeframes based on the CIP development potential analysis and identified assumptions related to natural gas demand; **(2)** identification of the location and capacity (designed/constructed) of the existing natural gas system infrastructure (gate station and transmission lines) that is intended to serve the CIP site; and **(3)** identification of natural gas system infrastructure (gate station and transmission lines) alternative improvements (type of improvement, designed capacity, location, timing and probable cost) on the CIP site and off-site needed to serve the projected amount of CIP site natural gas demand.

The Natural Gas Master Plan shall consist of a written narrative text with accompanying location maps (and may include tables and other graphics). The Natural Gas Master Plan five-year, ten-year and twenty-year timeframes shall utilize a base year of 2025. The Natural Gas Master Plan shall identify the reference source of probable costs. The Natural Gas Master Plan shall be based on best available data and analysis and professionally acceptable methodologies and assumptions.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

D. Deliverable 4. CIP Transportation Master Plan; Suwannee County Catalyst Industrial Park Master Plan; Subcontract or Notice

Grantee shall:

1. Prepare a **“Transportation Master Plan”** for rail and roads based on the site development potential of the CIP that includes the following information: **(1)** a Road Study as described below; and **(2)** a Rail Study as described below.

The **Road Study** shall include a map depicting the location of the geographic boundaries and road segments within the road study area. Grantee shall prepare a Road Study that includes the following information for the road study area: **(1)** identification of existing (year 2022 or 2023) and currently planned or programmed (five-year, ten-year and twenty-year) roadway segments by functional classification, number of lanes, local government adopted roadway level of service standards and applicable designed vehicle capacity of the standards; **(2)** identification of the number of existing (year 2022 or 2023) vehicle trips on road segments; **(3)** growth in the projected number of background (non-CIP site generated) vehicle trips on road segments for five-years, ten-years and twenty-years; **(4)** identification of the projected (five-year, ten-year and twenty-year) number of vehicle trips generated by the CIP site based on the CIP site development potential and distribution of the projected trips on road segments; **(5)** identification of existing (year 2022 or 2023) and projected (five-year, ten-year and twenty-year) operating level of service of road segments and whether the roadway segment meets or does not meet the adopted level of service standards for year 2022 (or 2023), five-year, ten-year and twenty-year timeframes; and **(6)** identification of roadway improvements (type, timing and probable cost of improvement) needed to achieve and maintain the adopted level of service standards of road segments. The level of service analysis shall be based upon the local government adopted level of service standards and the Florida Department of Transportation 2023 Multimodal Quality/Level of Service Handbook.

The **Road Study** shall be based on best available data and analysis and professionally acceptable methodologies and assumptions. The Road Study shall include a written narrative summary explaining the professional acceptability of the methodologies and assumptions for land use vehicle trip generation rates, adopted level of service standards and designed vehicle capacities of road segments, number of existing and projected background vehicle trips on road segments, and vehicle trip distribution on road segments utilized in the Road Study. The Road Study shall consist of a written narrative text with accompanying maps and tables. The Road Study five-year, ten-year and twenty-year timeframes shall utilize a uniform base year (2022 or 2023). The Road Study shall identify the reference source of probable costs.

The **Rail Study** shall be based on the site development potential of the CIP site and include the following information: **(1)** projected amount of CIP site rail demand for five-year, ten-year and twenty-year timeframes based on the CIP site development potential analysis and identified assumptions related to rail demand; **(2)** a map depicting the location of the existing rail system infrastructure nearest the CIP site that is intended to serve the CIP site; and **(3)** identification of rail system infrastructure alternative improvements (type of improvement, location, timing and probable cost) on-site and off-site needed to serve the projected amount of CIP site rail demand. The Rail Study shall consist of a written narrative text with accompanying location maps (and may include tables and other graphics). The Rail Study five-year, ten-year and twenty-year timeframes shall utilize a base year of 2025. The Rail Study shall identify the reference source of probable costs.

2. Prepare a **“Suwannee County Catalyst Industrial Park Master Plan Study”** (CIP Master Plan Study) that includes the following information: **(1)** Executive Summary; **(2)** Potable Water Master Plan per the requirements of Section 3.A.1 of this Scope of Work; **(4)** Wastewater

Master Plan per the requirements of Section 3.B.1 of this Scope of Work; (5) Natural Gas Master Plan per the requirements of Section 3.C.1 of this Scope of Work; (6) Transportation Master Plan per the requirements of Section 3.D.1 of this Scope of Work; and (7) any other information deemed appropriate by the Grantee.

3. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 4.

4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p>Deliverable 1. CIP Potable Water Master Plan; Subcontract or Notice.</p> <p>Grantee shall, in accordance with Section 3.A. of this Scope of Work: (1) prepare a Potable Water Master Plan; (2) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p>Deliverable due date: February 28, 2024</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Potable Water Master Plan. 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are</p>	<p>\$18,750.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

	<p>required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>		
<p>Deliverable 2. Wastewater Master Plan; Subcontract or Notice.</p> <p>Grantee shall, in accordance with Section 3.B. of this Scope of Work:</p> <p>(1) prepare a Wastewater Master Plan; (2) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p>Deliverable due date: March 31, 2024</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Wastewater Master Plan. 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$18,750.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p>Deliverable 3. Natural Gas Master Plan; Subcontract or Notice.</p> <p>Grantee shall, in accordance with Section 3.C. of this Scope of Work: (1) prepare a Natural Gas Master Plan; (2) provide a copy of a subcontract,</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Natural Gas Master Plan. 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other 	<p>\$18,750.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p>amendment to a subcontract, or notice.</p> <p>Deliverable due date: April 30, 2024</p>	<p>document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Deliverable 4. Transportation Master Plan; Suwannee County Catalyst Industrial Park Master Plan Study; Subcontract or Notice.</p> <p>Grantee shall, in accordance with Section 3.C. of this Scope of Work: (1) prepare a Transportation Master Plan; (2) prepare a Suwannee County Catalyst Industrial Park Master Plan; (3) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p>Deliverable due date: May 31, 2024</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Transportation Master Plan. 2. Suwannee County Catalyst Industrial Park Master Plan Study 3. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 4. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are</p>	<p>\$18,750.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

	required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Total Amount Not to Exceed \$75,000.00			

6. **SUBCONTRACTS.** In accordance with Section Y., Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce’s written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce’s Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The “deliverable due date” is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above 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 Commerce’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

10. **INVOICE SUBMITTAL AND PAYMENT.**
 - A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the

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value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

- B.** Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

- C.** Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
 - 1. Grantee's name and address;
 - 2. Grantee's federal employer identification number;
 - 3. the Agreement number;
 - 4. the Grantee's invoice number;
 - 5. an invoice date;
 - 6. the dates of service;
 - 7. the deliverable number;
 - 8. a description of the deliverable;
 - 9. a statement that the deliverable has been completed; and
 - 10. the amount being requested.

- D.** Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

- E. Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
 - 1. For Work Performed by a Subcontractor:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
 - b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
 - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee's Employees:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this

timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the

reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice;
- B. Complete performance of such part of the work as shall not have been terminated by Commerce;
- C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
- D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE’S NAME: _____
 FEIN: _____

INVOICE NO.: _____
 INVOICE DATE: _____

Agreement No.: _____

TO:
 Florida Department of Commerce
 Division of Community Development
 Attn.: Cristin Beshears
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:
 [Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p>Dates of Service: _____</p> <p>Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]</p> <p><u>Category expenditures:</u></p> <p>Contractual Services</p>	<p>\$__</p>
<p>TOTAL</p>	<p>\$__</p>

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____
 FEIN: _____

INVOICE NO.: _____
 INVOICE DATE: _____

Agreement No.: _____

TO:
 Florida Department of Commerce
 Division of Community Development
 Attn.: Cristin Beshears
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:
 [Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p>Dates of Service: _____</p> <p>Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]</p> <p><u>Category expenditures:</u></p> <p>Salaries</p> <p>Fringe Benefits</p> <p>Travel</p> <p>Postage</p> <p>[other direct costs: identify them]</p>	<p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p>
TOTAL	\$__

Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____

INVOICE NO.: _____

FEIN: _____

INVOICE DATE: _____

Agreement No.: _____

TO:
 Florida Department of Commerce
 Division of Community Development
 Attn.: Cristin Beshears
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:
 [Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Contractual Services	\$ __
Salaries	\$ __
Fringe Benefits	\$ __
Travel	\$ __
Postage	\$ __
[other direct costs: identify them]	\$ __
TOTAL	\$ __

Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

**GRANT
AGREEMENT FINAL
CLOSEOUT FORM**

J. Alex Kelly
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

<ul style="list-style-type: none"> • There was no recipient income earned under this contract. • The following recipient income was earned under this contract. 			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

<ul style="list-style-type: none"> • No tangible property was purchased in the contract period. • All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Florida Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department. 					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

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Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce 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 nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. 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 Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- 2. For the audit requirements addressed in Part II, paragraph 1, the 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) and 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 (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If 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 s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

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), Florida Statutes, 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, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

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

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

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce
		MSC # 75, Caldwell Building
		107 East Madison Street
		Tallahassee, FL 32399-4126

- 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, Florida 32399-1450

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient 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, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, 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 Commerce. 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.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

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

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$75,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- **ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.**

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**ATTACHMENT 3
Audit Compliance Certification**

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)?
 Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee 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.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee 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.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Florida Division of Emergency Management grant #R0858 for County Emergency Operations Construction

Considerations:

- County was notified in MAR 2023 of an approved federal legislative appropriation in the amount of \$2,346,784 that will be converted to Florida Division of Emergency Management (FDEM) grant # R0858
- The grant has a 25% County match requirement of \$782,261 per Federal Emergency Management Agency (FEMA)
- The total amount of grant funding plus match funding is \$3,129,045 and will be used for construction of a new County Emergency Management Operations Center
- Grant funding amount and County match requirement amount were both incorporated into the current County budget

Budget Impact:

- No budget impact

Recommendation:

- Respectfully request the Board to approve and execute FDEM grant # R0858 pending County Attorney review/recommendation

Respectfully submitted,

Greg Scott,

County Administrator

Contract Number: R0858

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Subrecipient" means "an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Subrecipient's name:	<u>Suwannee County Board of County Commissioners, Florida</u>
Subrecipient's unique entity identifier:	<u>X5JKGZD8PRK4</u>
Federal Award Identification Number (FAIN):	<u>EMA-2023-EO-00006</u>
Federal Award Date:	<u>6/1/2023-5/31/2026</u>
Subaward Period of Performance Start and End Date:	<u>6/1/2023 - 5/31/2026</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$2,346,784.00</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	<u>\$2,346,784.00</u>
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<u>\$2,346,784.00</u>
Project Cost-Share Amount	<u>\$782,261.00</u>
Federal award project description (see FFATA):	<u>Emergency Operations Center Grant Program</u>
Name of Federal awarding agency:	<u>U.S Department of Homeland Security</u>
Name of pass-through entity:	

Contact information for the pass-through entity:

Florida Division of Emergency
Management

Florida Division of Emergency
Management
2555 Shumard Oak Blvd
Tallahassee, Florida
32399
850-815-4000

Catalog of Federal Domestic Assistance (CFDA) Number and Name:

97.052 Emergency Operations
Center Grant Program

Whether the award is R&D:

N/A

Indirect cost rate for the Federal award:

N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Suwannee County Board of County Commissioners, Florida, (hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Subrecipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and,
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Berenice Hernandez Avila

2555 Shumard Oak Blvd

Tallahassee, Florida 32399

Telephone: 850-815-4206

Email: Berenice.Hernandez@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Shannon Roberts

13150 80th Terrace

Live Oak FL. 32060

Telephone: 386-590-0732

Email: shannonr@suwcountyfl.gov

In the event that 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 to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon June 1, 2023 and shall end on May 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to "the total estimated time interval" between the start of this initial Agreement and the planned end date. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida'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 either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Subrecipient only for allowable costs incurred by the Subrecipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$2,346,784.00.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Subrecipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that “performance measurement progress must be both measured and reported.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-employee agreement, or an established policy of the Subrecipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section

112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Subrecipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirements. This includes overpayments or underpayments that are made to eligible recipients (including inappropriate denials of payment or service, any payment that does not account for credit for applicable discounts, payments that are for an incorrect amount, and duplicate payments). An "improper payment" also includes any payment that was made to an ineligible recipient or for an ineligible good or service, or payments for goods and services not received (except for such payments authorized by law).

(10)RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of

submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Subrecipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. 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, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law (Chapter 119, Florida Statutes).

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or 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 Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.329, the Subrecipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Subrecipient shall provide additional program updates or information that may be required by the Division.

f. The Subrecipient shall provide additional reports and information identified in Attachment C.

(13)MONITORING.

a. The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which 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 contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division 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 if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

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

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an 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. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the Division because of any breach of Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(18)PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Subrecipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

solicitation and provide comments, if any, to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Subrecipient as quickly as possible within the three (3) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Subrecipient as quickly as possible within the three (3) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.

f. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Subrecipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Subrecipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

k. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Subrecipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Subrecipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Justification of Advance Payment
- v. Attachment D – Warranties and Representations
- vi. Attachment E – Certification Regarding Debarment
- vii. Attachment F – Byrd Anti-Lobbying Amendment Required Certification
- viii. Attachment G – Statement of Assurances
- ix. Attachment H – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the

submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. 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 Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)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 Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.

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. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

d. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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;

iii. 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 paragraph (22) f. ii. of this certification; and,

iv. 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.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. In addition, the Subrecipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment E) for each intended subcontractor which Subrecipient plans to fund under this Agreement. The form must be received by the Division before the Subrecipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division 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.

d. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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.

ii. 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

iv. 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 Section 1352, Title 31, U.S. Code. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

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

b. 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 Subrecipient shall refer the discovery or invention to the Division 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 Subrecipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Subrecipient 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 Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Subrecipient 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 Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient 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:

i. 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.

ii. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

b. The Subrecipient 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.

c. The Subrecipient 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.

d. The Subrecipient 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 Subrecipient 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 Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

The following provisions apply to any contract with the Subrecipient. In addition, the Subrecipient hereby agrees that it will incorporate or cause to be incorporated these provisions, in full, in any subcontracts:

- (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 (b)(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 (b)(1) of this section, in the sum of \$29 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 (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

For contracts that are only subject to the Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 CFR § 5.1, the following provisions also apply and must be included in any subcontracts:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) 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 FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), 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, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. 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;
- ii. 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;
- iii. 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
- iv. 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 contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. 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:

- i. Covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system.
- ii. 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, the 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) The contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. 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.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the 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. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(34)DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the 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.

(35)ASSURANCES.

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment G

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT:

Suwannee County Board of County Commissioners, Florida

By: _____

Name: _____

Title: _____

Date: _____

FID# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

**Name and Title: Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief,
as Authorized Representative.**

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S Department of Homeland Security

Catalog of Federal Domestic Assistance title and number: Emergency Operations Center Grant Program 97.052

Award amount: \$2,346,784

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: DHS Emergency Operations Center Grant Program

- 1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2023 Department of Homeland Security EOC Grant Program Notice of Funding Opportunity.**
- 2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the terms of the Agreement.**
- 3. Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.**

**Attachment A
Budget and Scope of Work**

I. PROPOSED BUDGET:

BUDGET INFORMATION - Construction Programs			
<i>NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.</i>			
COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input type="text" value="313,904.00"/>	\$ <input type="text"/>	\$ <input type="text" value="313,904.00"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
5. Other architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
6. Project inspection fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Site work	\$ <input type="text" value="216,000.00"/>	\$ <input type="text"/>	\$ <input type="text" value="216,000.00"/>
8. Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. Construction	\$ <input type="text" value="2,913,045.00"/>	\$ <input type="text"/>	\$ <input type="text" value="2,913,045.00"/>
10. Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11. Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text" value="3,442,949.00"/>	\$ <input type="text"/>	\$ <input type="text" value="3,442,949.00"/>
13. Contingencies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

14. SUBTOTAL	\$	<input type="text" value="3,442,949.00"/>	\$	<input type="text"/>	\$	<input type="text" value="3,442,949.00"/>
15. Project (program) income	\$	<input type="text"/>	\$	<input type="text"/>	\$	<input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$	<input type="text" value="3,442,949.00"/>	\$	<input type="text"/>	\$	<input type="text" value="3,442,949.00"/>
FEDERAL FUNDING						
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X <input type="text"/> % Enter the resulting Federal share.					\$	<input type="text" value="0.00"/>

II. BACKGROUND

The fiscal year (FY) 2023 Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs. Fully capable emergency operations facilities at the state and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in major disasters or emergencies caused by any hazard. Among the five basic homeland security missions noted in the DHS Strategic Plan, the EOC Grant Program supports the goal to Strengthen National Preparedness and Resilience.

As documented by the FY 2023 Emergency Operations Center Grant Program Notice of Funding Opportunity (NOFO), The Department of Homeland Security (DHS) has awarded \$2,346,784.00 of financial assistance funds for the design and construction of the "Suwannee County Emergency Operations Center".

This project will enable Suwannee County to complete fully engineered plans of a 14,066 sq. ft. emergency operations center that will withstand a minimum Category 5 storm complete with paved parking, located on a County owned .55-acre parcel. Once this project is complete, Suwannee County will have complete engineered construction bid plans necessary for the procurement process of obtaining a construction contractor to build the project bringing its EOC to full Hurricane compliance.

III. SCOPE OF WORK

A. Funds have been awarded to the Recipient for the design and construction of Suwannee County Emergency Operations Center. Per FY 2023 Emergency Operations Center Grant Program NOFO, allocated funds shall be used to complete site work on land designated for construction of a future new EOC.

The EOC shall be designed and constructed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or, where hurricane provisions are more stringent, the *2020 Florida Building Code, 7th Edition* (Risk Category IV, essential facility).

B. Reimbursable costs include: architectural and engineering planning and design services; site survey and soil testing (if locations is proposed or selected); necessary regulatory review and permit fees; peer reviews; and, costs associated with Leadership in Energy and Environmental Design (LEED) or Green Globes certification.

C. The designated EOC functional use spaces may be shared with other building functions or multi-purpose use during non-emergency conditions. However, such shared or multi-purpose use must not interfere with the emergency management mission of the EOC.

D. The EOC shall be designed as a permanently established facility with sufficient space to house people and equipment for daily routine and sustained continuous emergency operations.

E. The EOC shall be capable of withstanding wind loads in accordance with the hurricane provisions of ICC 500-2014. The minimum wind design shall include:

Design Wind Speed = 160 miles per hour (3 second gust)
Exposure Category = C
Wind Directionality Factor, $K_d = 1.00$

Construction documents shall be titled "Suwannee County EOC."

Structural engineer of record shall include a statement in the construction documents certifying that to the best of their knowledge and belief the EOC was designed to withstand wind loads according to ICC 500-2014 and ASCE/SEI 7 (include publication year).

F. The EOC shall resist penetration by large windborne debris impact. At a minimum the EOC envelope (e.g., walls, windows, doors, louvers, roofs, skylights and hatches) shall meet the hurricane provisions of ICC 500-2014, or similar performance as approved by the Division. Impact-protective systems or products that meet 200 mile per hour or greater ICC 500-2014 tornado shelter design wind speed missile criteria are acceptable.

G. The minimum floor elevation of the EOC shall be modified from ICC 500-2014 in accordance with the following: the lowest floor used for the EOC shall be elevated to or above the higher of the elevations determined by 1. elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the proposed location plus 20 percent; 2. 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and, 4. elevation required by the AHJ for the proposed location. If a proposed location is not selected for the future EOC during the planning and design period of performance, the lowest floor elevation determination outlined in this Section shall be incorporated into the construction documents.

H. The critical support system functional period of the EOC shall be modified from ICC 500-2014 in accordance with the following: critical support systems shall be designed to remain functional at full emergency operations center occupant load for a minimum of 72 hours, Critical support systems shall not be solely reliant upon off-site services and utilities (e.g., water, natural gas fuel, electricity).

I. The Recipient shall prepare and submit an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument may be used as approved by the Division.

IV. TASK PRODUCTS

A. Per Scope-of-Work Item III.I., Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this deliverable.

B. Recipient shall submit copy of the local public advertisement(s) requesting design professional services; copies of pre-bid conference sign-in sheet(s) and agenda; copy of the list of respondents and their respective prices; and a copy of selected providers bid form(s).

C. The Recipient shall provide the Division with copies of pertinent regulatory reviews and permits, and the Architectural and Engineering Consultant's detailed schedule of work (e.g., Gantt Chart).

D. The Recipient shall provide for review by the Division one (1) copy each of: 1. Site survey (if applicable); 2. site master plan; 3. spatial needs assessment; and, 4. schematic design plan or preliminary design drawings. The spatial needs assessment and schematic design plan/preliminary design may be one document.

E. The Recipient shall provide one (1) set of substantially complete (approximately 90 percent) preliminary construction drawings and specifications for the EOC for review and comment by the Division. The drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.

F. The Recipient shall provide one (1) near bid-ready set of construction drawings, specifications and wind load and wind-borne debris impact product performance certifications (or test reports) for the EOC for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and be signed by the applicable registered or licensed design professional(s) of record.

G. The construction documents shall demonstrate that the EOC meets the requirements set forth in Scope of Work Sections III.C. through III.H. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

H. Force protection and security measures shall be consistent with Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings (FEMA 426), Crime Prevention Through Environmental Design (CPTED) or other federal or state recognized best-practices guidelines as approved by the Division.

I. The Recipient shall provide the Division with a copy of photographs of proposed future EOC site conditions (if selected); final bid-ready construction documents, to include drawings, specifications, bid documents, and opinion of probable cost with signature of designer(s) of record.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases, the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all the agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, 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 the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

VI. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

A. By April 30, 2024, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By April 30, 2024, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through F, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By May 31, 2026, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Attachment B
Program Statutes and Regulations

Section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5196c).

Sec. 614. Grants for Construction of Emergency Operations Centers (42 U.S.C. 5196c)

(a) Grants - The Administrator of [FEMA] may make grants to States under this subchapter for equipping, upgrading, and constructing State and local emergency operations centers.

(b) Federal Share - Notwithstanding any other provision of this subchapter, the Federal share of the cost of an activity carried out using amounts from grants made under this section shall not exceed 75 percent

Attachment C
JUSTIFICATION OF ADVANCE PAYMENT

SUBRECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment D
Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: _____

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Subrecipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment F

Byrd Anti-Lobbying Amendment Required Certification

If the Agreement is in excess of \$100,000, the Contractor agrees to execute the required Byrd Anti-Lobbying Certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of 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 accordingly.

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 section 1352, title 31, U.S. Code. 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment G
Statement of Assurances

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support the reports. Sub-Recipients must also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
4. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Sub-Recipient will comply with the applicable provisions of the following laws and policies prohibiting discrimination:

- a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
- b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
- c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
- d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
- e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

Attachment H

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Subrecipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by 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"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3709). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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

Pt. 200, App. III

2 CFR Ch. II (1-1-14 Edition)

other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period*. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings*. The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

SUWANNEE
Parks & Recreation
EXECUTIVE SUMMARY

Objective:

To request the Board of County Commissioners to approve Change Order #1 for Curt's Construction, Inc. due to construction plan revisions on the Suwannee River Greenway at Branford SunTrail project.

Consideration:

The change order is due to updated earthwork and asphalt quantities resulting in a 451-ton reduction in the asphalt quantity and an additional 1,760 CY of embankment to be used throughout the project.

The quantity reduction decrease is \$40,959.71 reducing the contract price from \$2,960,478.41 to \$2,919,518.70

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to approve Change Order #1 for Curt's Construction, Inc. due to construction plan revisions on the Suwannee River Greenway at Branford SunTrail project.

Respectfully submitted:

Dated: February 6, 2024

Jason Furry, CPRP
Parks & Recreation Director



Dewberry Engineers Inc. | 850.674.3300
20684 Central Avenue East | 850.644.3330 fax
Blountstown, FL 32424 | www.dewberry.com

January 18, 2024

Via Email at jmfurry@suwanneeparks.com

Jason Furry
Parks & Recreation Director
Suwannee County Board of County Commissioners
1201 Silas Dr
Live Oak, FL 32064

RE: Greenway Trail – Change Order #1

Mr. Furry:

During the pre-construction review process of the above referenced project, a need for revisions to the earthwork quantities was discovered. Dewberry presented the concerns to North Florida Professional Services (NFPS) for review. Based on their review a proposed changes to the plans were developed. These changes have been reviewed by FDOT and have been determined acceptable. Subsequently, Change Order #1 has been prepared for review and acceptance by FDOT, Suwannee County, and the contractor, Curt's Construction, Inc. A copy of the proposed Change Order, signed by the engineer of record and the contractor is attached to this correspondence. If approved by the BOCC, please return a signed copy to me, and we will provide a copy to FDOT for final signature. A fully signed document will then be returned to all parties.

If you have any questions or comments, please give me a call at 850.674.3300.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Ford", written over a white rectangular area.

Justin Ford, PE
Vice President

Date of Issuance:	Effective Date:
Owner: Suwannee County BOCC 13150 80th Terrace Live Oak, FL 32060	Owner's Contract No.: 2024-22
Contractor: Curt's Construction, Inc. 519 N W Crawford Ct White Springs, FL 32096	Contractor's Project No.:
Engineer: North FL Professional Services Inc. 1450 SW State Road 47 Lake City, FL 32025	Engineer's Project No.:
Project: Greenway Trail Improvements	Contract Name:

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

Description: The pavement thickness shall be reduced from 2" to 1.5" from STA 100+00 to STA 247+00, resulting in a 451 ton reduction in the contract asphalt quantity. The revision also includes an additional 1,760 CY of embankment to be used throughout the project.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,960,478.41</u>	Original Contract Times: Substantial Completion: <u>260 days</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0 days</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,960,478.41</u>	Contract Times prior to this Change Order: Substantial Completion: <u>260 days</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>40,959.71</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>2,919,518.70</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>260 days</u> Ready for Final Payment: _____ days or dates

RECOMMENDED: By: <u>Megan Azoro</u> Engineer (if required)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>Dana Haynes</u> Contractor (Authorized Signature)
Title: <u>TRANSPORTATION DIRECTOR</u>	Title: _____	Title: <u>Vice President</u>
Date: <u>1-18-24</u>	Date: _____	Date: <u>1-17-24</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



Suwannee River Economic Council, Inc.

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

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

January 26, 2024

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

Dear Mr. Scott:


Pursuant to our recent discussion regarding the Hurricane Housing Replacement Program for Suwannee County SHIP, enclosed is the strike-through/underline version of the Local Housing Assistance Plan showing the revisions needed to implement the program through SHIP.

Also enclosed is the Resolution for approval by the Board of County Commissioners to alter the language in the LHAP. Once approved, please return one signed original Resolution to us, and keep the other signed original for the County's records.

If you have any questions about this, please do not hesitate to give us a call.

Sincerely,

Matt Pearson
Executive Director

MP/ssb 
Enclosures



SERVING

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

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

SUWANNEE COUNTY, FLORIDA

RESOLUTION NO. _____

A Resolution of the Suwannee County Board of County Commissioners revising the language to the 2023-2026 SHIP Local Housing Assistance Plan.

WHEREAS it is in the best interest of the citizens of Suwannee County, Florida to modify the language in the SHIP Local Housing Assistance Plan as follows:

WHEREAS it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section I, Program Details, Item X General Provisions, Number 7 Eligible Housing** to include mobile homes for Demolition/Reconstruction strategy if using Hurricane Housing Replacement Program funds.

WHEREAS it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section II, LHAP Strategies, Demolition/Reconstruction** to revise the language allowing for the utilization of the strategy for leveraging with CDBG and using Hurricane Housing Replacement Program funds.

WHEREAS it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section II, LHAP Strategies, Disaster Repair** to include language regarding repairs to the primary residence.

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF SUWANNEE COUNTY, FLORIDA THAT the above stated language is hereby amended in the 2023-2026 SHIP Local Housing Assistance Plan.

Passed and adopted this _____ day of _____, 2024.

Travis Land
Chairman, Board of County Commissioners
Suwannee County, Florida

ATTEST:

Barry Baker, Clerk of Court
Suwannee county, Florida

SHIP LHAP Template 2016-001
[eff. Date 7/1/2023]



SUWANNEE COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026



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E. Signed, dated, witnessed, or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Subordination Procedures	



I. Program Details:

A. LG(s)

Name of Local Government	SUWANNEE COUNTY
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low, and moderate-income households.
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through local newspaper in the advertising of the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were received by the SHIP Administrator as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Applications are placed on an intake tracking log when received and separated by strategy. If Special Needs designation is verified at the time of application by the SHIP Administrator applicant will receive additional points toward priority. Applications are processed as set forth within the strategies listed herein. Once funding has been expended the priority list is maintained as a waiting list and is continually updated as new applications are received.

For the Emergency Repair Strategy, applications will be ranked according to the following point criteria. Applications with the highest points will be served first.

Age of Household Members	Household Income
Over 606 points	Below federal poverty level6 points
Under 126 points	
Special Needs as defined herein.....6 points	Served Previously in the past 5 years, points per occurrence.....-10 points

- J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, or Foreclosure Counseling, and Transportation.
- L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed \$250,000. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that



demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

- O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except those small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. **Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Fiscal responsibility for SHIP funds	30%
Third Party Entity/Sub-recipient	All administrative responsibility to carry out the SHIP program in full, including record retention and reporting as requested.	70%

- R. **Project Delivery Costs:** A \$500 Project Delivery Cost for inspections will be charged for Purchase Assistance strategies requiring a Home Inspection Report, Disaster Repair/Mitigation strategy, and the Emergency Repair strategy. The Project Delivery Cost will be included in the award amount and will be included in the SHIP Lien Agreement if a SHIP Lien Agreement is applicable to the strategy.
- S. **Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district,



community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

- T. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** When repairs are performed on a home by a contractor under contract with the SHIP Administrator green initiatives will be utilized to include, but are not limited to: low E windows, energy efficient hot water heaters, energy efficient appliances, high efficient HVAC systems, etc.
- U. **Describe efforts to meet the 20% Special Needs set-aside:** Applicants with households qualifying as Special Needs as defined by Section 420.0004(13) will be given priority.
- V. **Describe efforts to reduce homelessness:** County residents needing emergency shelter housing will be referred to GRACE Marketplace (operated by North Central Florida Coalition for the Homeless and Hungry), 3055 NE 28th Drive, Gainesville FL 32609 (352) 792-0800 www.gracemarketplace.org

For those county residents seeking information for affordable rental housing and who are not in immediate danger of eviction and/or homelessness, referrals will be made to www.floridahousingsearch.org (877) 428-8844.

Additional assistance is provided 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.

W. General Provisions

1. **Property Location.** Property must be located within the County to be eligible for assistance.
2. **Income Producing Properties.** Residential properties used as income producing properties are not eligible for SHIP assistance. Income producing properties are defined as properties producing rental income, or business income based on day care, personal services, retail services or similar activities that require regular and ongoing visits by clients and/or customers to the property. Home offices do not create income producing properties unless the office is regularly used to meet with customers within the property.
3. **Applicant Contributions Defined.** Such contributions may include: cash deposits paid under a purchase contract; cost of reports or inspections required by the SHIP program; typical closing cost expenses paid at or outside of closing; the cost of purchasing hazard insurance in instances where there is no existing insurance; and required repairs or additions to the property not paid by SHIP and paid by the applicant provided repairs or additions are complete and documentation provided. Value of land owned or given may be applied toward contribution requirement. Written documentation must be provided. Payments for prior year's taxes, liens, repairs or improvements not required by SHIP or costs to cure existing title defects are excluded.
4. **SHIP Mortgage Position.** SHIP mortgages must be in primary or secondary position, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the SHIP Lien Agreement would be in third lien position. SHIP mortgages may not be in positions inferior to second position even in instances of subordination, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the SHIP Lien Agreement would be in third lien position.



5. Contractor Information. For strategies requiring rehabilitation, repair, or reconstruction that is paid for with funds from the SHIP program only state licensed contractors with proof of active status and insurance will be approved for contract work. Upon completion and final inspection, Contractors are required to submit request of payment through the SHIP Administrator. The SHIP Administrator will review the payment request and submit the documents to the Suwannee County Finance Office for payment to the contractor for services rendered and to the SHIP Administrator for program fees.
4. Eligible Housing. Any real and personal property located within the county or the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under chapter 553. Manufactured / mobile housing must be no older than four (4) years old to be eligible for purchase assistance, and no older than ten (10) years old to be eligible for Emergency Repair assistance. Manufactured / mobile housing constructed after 1994 is eligible for Disaster Repair/Mitigation strategy for the Hurricane Idalia Disaster Declaration by the Governor of Florida issued September 2023. Manufactured / mobile housing of any age is not eligible for Demolition / Reconstruction strategy if using HHRP funds.
2. ~~3.6~~ Mortgage Maximums. The total of the mortgages cannot exceed \$285,000 excluding approved closing costs. Approved closing costs are those costs that are normal and customary in closing a primary or secondary Real Estate mortgage. This specifically excludes any costs associated with debt consolidation, pay-down of debt, or any existing debt or judgment payoff other than an existing mortgage encumbering the property.

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Section II. LHAP Strategies

A. PURCHASE ASSISTANCE WITH REHAB	Code 01
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a. Summary: Assist applicants with the down payment and closing costs for the purchase and repair of an existing home.
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$25,000 for Very Low, \$22,000 for Low, \$20,000 for Moderate
- e. Terms:
 1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded, subordinate mortgage
 2. Interest Rate: 0%
 3. Years in loan term: 10
 4. Forgiveness: 10% per year from the date of the SHIP lien
 5. Repayment: Not required as long as the loan is in good standing
 6. Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property is sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of



said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- f. Recipient/Tenant Selection Criteria: Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator as long as funds are available. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having all commitment required documents on file with the SHIP Administrator: Construction or Sales Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, Home Inspection Report conducted by a State of Florida certified Home Inspector (if applicable), and a Wood Destroying Organism (WDO) Report conducted by a State of Florida licensed Pest Control Inspector (if applicable), and any other documentation requested by the SHIP Administrator.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - 1. Down payment assistance cannot exceed 50% of the sales price of the home.
 - 2. Applicant contribution amount: 0.5% of the sales price for Very Low, 1% of the sales price for Low, and 2% of the sales prices for Moderate.
 - 3. Applicant or Co-applicant must complete a homeownership course.
 - 4. Subordination requests for refinancing will be in accordance with Exhibit G Subordination Agreement Policies.
 - 5. In the case of financing by an individual rather than a financial institution the following will apply:
 - a. SHIP Lien Agreement will be in the primary lien position and the financier will be in the subordinate lien position.
 - b. The interest rate cannot exceed 8%.
 - c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
 - d. There can be no balloon payment.
 - e. An amortization schedule must be provided to the SHIP Administrator.
 - 6. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

B. PURCHASE ASSISTANCE WITHOUT REHAB	Code 02
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a. Summary: Assists applicants with the down payment and closing costs for the purchase of a newly constructed home or an existing home with no repairs paid for with SHIP funds.



- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low, and moderate
- d. Maximum award: \$25,000 for Very Low, \$22,000 for Low, \$20,000 for Moderate
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded, subordinate mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 10
 - 4. Forgiveness: 10% per year from the date of the SHIP lien
 - 5. Repayment: Not required if the loan is in good standing
 - 6. Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property shall be sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.
- f. Recipient/Tenant Selection Criteria: Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator as long as funds are available. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having all commitment required documents on file with the SHIP Administrator: Construction or Sales Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, Home Inspection Report conducted by a State of Florida certified Home Inspector (if applicable), and a Wood Destroying Organism (WDO) Report conducted by a State of Florida licensed Pest Control Inspector (if applicable), and any other documentation requested by the SHIP Administrator.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - 1. Down payment assistance cannot exceed 50% of the sales price of the home.
 - 2. Applicant contribution amount: 0.5% of the sales price for Very Low, 1% of the sales price for Low, and 2% of the sales prices for Moderate.
 - 3. Applicant or Co-applicant must complete a homeownership course.
 - 4. New construction contracts must be "turn key" form with floor plans, costs of materials and labor, and statement of no changes made once submitted.
 - 5. Subordination requests for refinancing will be in accordance with Exhibit G Subordination Agreement



Policies.

4. In the case of financing by an individual rather than a financial institution the following will apply:
 - a. SHIP Lien Agreement will be in the primary lien position and the financier will be in the subordinate lien position.
 - b. The interest rate cannot exceed 8%.
 - c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
 - d. There can be no balloon payment.
 - e. An amortization schedule must be provided to the SHIP Administrator.
5. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

C. Strategy Name: DEMOLITION / RECONSTRUCTION	04
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a. Summary: Assists applicants with the demolition of an existing home when at least 50% of the dwelling is beyond reasonable repair, and construction of a new, affordable home. Replacement housing will be provided for owner occupied, single family homes that are unfeasible for rehabilitation. Manufactured/mobile homes will be used for replacement when using HHRP funds.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low
- d. Maximum award: \$25,000.00 if leveraging with CDBG. If cost exceed maximum award client must be eligible and awarded CDBG grant for the remainder. \$250,000 if using HHRP funds.
- e. Terms:
 1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded subordinate mortgage.
 2. Interest Rate: 0%
 3. Years in loan term: 10
 4. Forgiveness: The loan is forgivable at 10% per year from the date of the SHIP lien.
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property shall be sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If leveraging CDBG, if the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.



f. Recipient Selection Criteria: If leveraging with CDBG hHomes must not be eligible for any other SHIP strategy. Applicants will be served on the basis of qualification for CDBG. If using HHRP funds, applications will be maintained in an order that is consistent with the date completed applications are received by SHIP Administrator's office. A completed application is defined as having all needed paperwork submitted in full. Applicants with a completed application on file will be served in date order and in compliance with income category set-asides as required by SHIP regulations.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information:

~~2. SHIP Leveraging Resources: CDBG~~

~~3. 1. Sif leveraging with CDBG s subordination requests for refinancing will be in accordance with Subordination Agreement Policies attached hereto.~~

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~~4.2. CIf leveraging with CDBG c construction contract must be "turn key" -form with floor-plans, costs of materials and labor, and statement of no changes once submitted.~~

~~3. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.~~

~~4. Property must be free of delinquent taxes.~~

~~5. For home replacement with HHRP funds:~~

~~a. If there is a first mortgage, lender must agree to demo/reconstruction.~~

~~b. Only those dwellings occupied by eligible homeowners wishing to participate in a voluntary demolition will be considered.~~

~~c. Homeowners must obtain temporary housing on their own.~~

~~d. Homeowner is responsible for obtaining homeowner's insurance.~~

~~e. Additional site improvement costs may be included but are not limited to: geotechnical surveys, engineering, concrete pilings/piers, septic system improvements, fill, sod, driveways, debris removal, and any other as deemed necessary, and will be included in the award amount and the SHIP Lien Agreement.~~

~~5.f. Applicant must demonstrate ability to pay property taxes, homeowner's insurance, and utilities.~~

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C.D. DISASTER REPAIR/MITIGATION	Code 05, 16
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a. Summary: Assists applicants following a disaster declared by the President of the United States or the Governor of the State of Florida.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: \$25,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant



- 2. Interest Rate: N/A
- 3. Years in loan term: N/A
- 4. Forgiveness: N/A
- 5. Repayment: N/A
- 6. Default: N/A

f. Recipient/Tenant Selection Criteria: Priority shall be given to households qualifying as Special Needs as defined in 420.0004 (13) FS or Elderly as defined in 420.503 FS.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- 1. SHIP disaster funds may be used for items such as, but not limited to:
 - A. Purchase of emergency supplies for eligible households to weatherproof damaged homes.
 - B. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable.
 - C. Repairs of their primary residence to alleviate code violations or improve health hazards, and life and safety issues.
 - CD. Construction of wells or repair of existing wells where public water is not available.
 - ED. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies.
 - FE. Security deposit for eligible recipients that have been displaced from their homes due to disaster.
 - GF. Rental assistance for eligible recipients that have been displaced from their homes due to disaster.
 - HG. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.
- 2. Existing homeowner's insurance is not required to be eligible for assistance.

D.E. EMERGENCY REPAIR	Code 06
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a. Summary: Assists applicants with the emergency repair of their primary residence to alleviate code violations or improve health hazards, and life and safety issues.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low

d. Maximum award: \$12,500

e. Terms:

- 1. Repayment loan/deferred loan/grant: Grant
- 2. Interest Rate: N/A
- 3. Years in loan term: N/A
- 4. Forgiveness: N/A
- 5. Repayment: N/A



6. Default: N/A

- f. Recipient/Tenant Selection Criteria: In addition to meeting income eligibility requirements, recipients must meet certain other criteria listed in Section I Program Details. Applications for assistance will be ranked as set forth in Section I Program Details, Item I Waiting List/Priorities.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - 1. Existing homeowner's insurance is not required to be eligible for assistance.
 - 2. Property must be free of delinquent property taxes.

III. LHAP Incentive Strategies

In addition to the required Incentive Strategy A and Strategy B, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The current permitting process for Suwannee County should be retained until the case load increases to such a degree that a backlog is experienced. The County currently issues approximately 140 permits per year. The County believes that a backlog would be experienced when more than 300 permits are issued per year. In accordance with the Policy of the Housing Element of the County's Comprehensive Plan, this includes the continued refining and streamlining of the existing development approval process, plus expedited plan reviews and inspections, explanatory brochures, and computer programs to further refine the existing one-stop permitting and development review process and reduce the financing cost for developers.

The County takes all steps necessary not to delay the review of affordable housing developments, and should review delays begin to occur, the County institutes the practice of reviewing the affordable housing development first. This will occur when more than 300 permits are processed per year.

The Planning and Zoning Board will conduct a second meeting a month to accommodate specific affordable housing projects brought forth by planning and development if they are unable to meet the regular meeting schedule.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

The County has the responsibility of performing the review procedure. The County or SREC, Inc. staff will review the action and prepare a written report with recommendations prior to the adoption of the plan if a policy, ordinance or regulation change, or plan provision is made by the County. The staffs' review will consider the following:

- a. Will the action increase the cost of development? If so, approximate cost. Explain how increased cost is worth the negative impact on housing cost.
- b. Will the action increase the time of approval? If so, how does benefit of this increase in approval time compare with the impact on housing costs?
- c. Does the action increase the long-term development cost? If so, how do the increased cost compare with the benefits of the action?



IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed, or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Subordination Policy

SUWANNEE
Parks & Recreation

Executive Summary

Objective:

To request the Board of County Commissioners to approve the Florida Boating Improvement Program (FBIP) grant #23098 for the Charles Springs Boat Ramp, pending County Attorney review, to grant permission to go out to bid, to authorize the Parks & Recreation Director to serve as Project Manager and to allow staff to sign all related documents.

Considerations:

Design, engineering and permitting for this project was completed in 2021 and funded by FWC.

Project will construct a 50' floating dock and gangways, provide erosion control and resurface existing asphalt boat ramp.

Budget impact: \$391,100 reimbursable grant from FWC.

Project deadline is June 30, 2026

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to approve the Florida Boating Improvement Program (FBIP) grant #23098 for the Charles Springs Boat Ramp, pending County Attorney review, to grant permission to go out to bid, to authorize the Parks & Recreation Director to serve as Project Manager and to allow staff to sign all related documents.

Respectfully submitted:

Dated: February 6, 2024

Jason Furry, CPRP
Parks & Recreation Director

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement 23098

Federal Grant Information	
CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
State Grant Information	
CSFA Title(s): Florida Boating Improvement Program	CSFA No(s): 77.006:
State Award No(s): 23098	State Award Year(s): 2023
State Award Name(s): Charles Springs Boat Ramp Phase II	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Suwannee County Board of County Commissioners, 59-6000873, whose address is 1201 Silas Drive, Live Oak, Florida 32064, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to construct a floating dock, provide erosion control, and resurface the existing boat ramp approach at Charles Springs in Suwannee County, Florida;

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any

payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Recipient warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Recipient. The Recipient shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement, in the event the Recipient's ability to perform under this Agreement becomes compromised.

Section 3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay.

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2026.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this Agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

B. Extension.

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$391,100.00.

B. Payments.

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period.

C. Invoices.

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Recipient acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Match

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Recipient in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Recipient warrants, by execution of this Agreement, that

the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the [Reference Guide for State Expenditures](#).

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless Attachment A specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. Electronic Funds Transfer.

Recipient agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. Vendor Ombudsman.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Recipient is unable to repay any cost or loss to the Commission, the Commission shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. Commission Exempt from Taxes.

The Recipient recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

B. Property Exempt from Lien.

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Recipient's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

Section 8. TERMINATION.

A. Commission Unilateral Termination.

The Commission may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days of written notice of its intent to terminate. The Recipient shall not be entitled to recover any cancellation charges or lost profits. The Recipient may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct.

This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Recipient with written notice of termination.

C. Termination – Funds Unavailability.

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Recipient fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement

is being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Recipient shall not be entitled to recover any cancellation charges.

E. Recipient Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 9. REMEDIES.

A. Financial Consequences.

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from the Recipient's payment, unless otherwise modified by Attachment A.

In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences as listed below or as identified in Attachment A.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

B. Cumulative Remedies.

The rights and remedies of the Commission during the Agreement period are in addition to any other rights and remedies provided by law or under the Contract.

Section 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. Designating a new Grant Manager shall not require a formal Amendment to the Agreement.

COMMISSION GRANT MANAGER CONTACT INFORMATION:

Nickie Stricker
 FBIP Administrator
 Florida Fish & Wildlife Conservation Commission
 620 South Meridian Street
 Tallahassee, Florida 32399
 (850) 488-5600
 FBIP@MyFWC.com

RECIPIENT GRANT MANAGER CONTACT INFORMATION:

Jason Furry
 Director
 Suwannee Parks & Recreation
 1201 Silas Drive
 Live Oak, Florida 32064
 Phone: (386) 362-3004
 jmfurry@suwanneeparks.com

Section 11. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Recipient’s cost or time shall require an Amendment. Minor changes, such as those updating a Party’s contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

Section 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

- i. **Recipient’s Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient’s preexisting property will remain with the Recipient.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be

handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$5,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

D. Equipment and Supplies

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.

A. Conflict of Interest.

The Recipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient and the Commission.

B. Recipient Training Qualifications.

The Recipient agrees that all Recipient employees, subrecipients, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subrecipients, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission’s other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient’s employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Recipient agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

Section 14. SUBCONTRACTS.

The Recipient is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

A. Authority.

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subrecipient or subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subrecipient or subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subrecipient or subcontractor for any expenses or liabilities incurred under the subrecipient agreement or subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor or Subrecipient.

If subcontracting is permitted pursuant to Paragraph A, above, Recipient agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

If entering a subrecipient agreement is permitted pursuant to Paragraph A above, Recipient agrees to make payments to the subrecipient for satisfactory performance of the tasks/deliverables identified in the subrecipient agreement. Recipient shall pay subrecipient following the same procedures described in paragraph 4 of this Agreement upon submission of invoices for allowable expenses, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Recipient.

C. Commission Right to Reject Subrecipient or Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient's, subrecipient's or subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor and Subrecipient Conflict of Interest.

If subcontracting or entering a subrecipient agreement is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor or subrecipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient, as applicable subrecipient or subcontractor, and the Commission.

Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate 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.” Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient’s ability to perform under this Agreement. If the existence of such Proceeding causes the Commission concern that the Recipient’s ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

E. Certain Violations of Federal Criminal Law.

If this Agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 16. INSURANCE.

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient’s officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker’s Compensation claims or will secure and maintain during the life of this Agreement, Worker’s Compensation Insurance for all of its employees connected with the work of this project, with minimum employers’ liability limits of \$100,000.00 per accident, \$100,000.00 per person, and \$500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida

Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

- A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C. If the Recipient meets the definition of “Contractor” in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:
- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
 - v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient

and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as “confidential” in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

The Recipient shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Recipient shall allow the Commission, 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 authorized representatives of the state or federal government to 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. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (<https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission’s request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the

information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

Section 23. FEDERAL COMPLIANCE.

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Recipient is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

C. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

D. Copeland “Anti-Kickback Act”.

- i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
- ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

E. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

F. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of “funding agreement” under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) applies.

H. Debarment and Suspension Recipient Federal Certification

- i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

- ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

Recipients awarded \$100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Grant Manager five (5) business days after Agreement execution. Each tier certifies to the tier above that it will not and has not used Federal 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 USC Part 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 Commission.

J. Procurement of Recovered Materials

- i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.
- iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Domestic Preference for Procurements

- i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.

- ii. For purposes of this section:
 - a. “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.
 - b. “Manufactured products” means 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.

L. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

M. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

N. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

- i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. AGREEMENT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Procurement of Recycled Products or Materials.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, 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 the Commission, 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 for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it

being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The Parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.
 - c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Recipient of *quantum meruit*.

Section 31. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Recipient knowingly employs unauthorized aliens.

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

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. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

Section 35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commission's policies, applicable to operating sUAS.

Section 39. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Agreement and its attachments, the terms of the solicitation and the Recipient's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

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

RECIPIENT EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Suwannee County Board of County Commissioners	Florida Fish and Wildlife Conservation Commission
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Monitoring Guidelines
- Attachment D, Notice of Grant Agreement (Site Dedication Form)
- Attachment E, Boating Access Performance Tracking and Reporting Forms

SCOPE OF WORK

1. PROJECT DESCRIPTION

- A. Purpose and Background:** The Suwannee County Board of County Commissioners (Recipient) will use grant funds to construct a floating dock, provide erosion control, and resurface the existing boat ramp approach at Charles Springs in Suwannee County, Florida.
- B. Project Benefits:** The addition of a new floating dock enhances boaters' abilities to load and unload their vessels safely and efficiently. The addition of new boardwalk/access to the parking lot will allow boaters to travel between the ramp and the parking area safely and easily. Stabilization of the slope will help to stop further erosion. Resurfacing the boat ramp approach will provide a better launch experience. These improvements will not only improve safety but will also add to the aesthetic appeal of the facility which will encourage greater use of the facility.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until 06/30/2026. Prior to the end of term, Recipient shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2026.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$391,100.00.

- A. Deliverable 1:** The Recipient will, through staff or contracted services, and utilizing construction plans approved by FWC through agreement #20111, install a new ADA accessible floating dock, erosion control, and make improvements to the boat ramp approach at Charles Springs.

Deliverable 1 Tasks:

- Replace approximately 375 linear feet of existing curbing;
- Resurface approximately 2,475 square feet of the existing asphalt approach to the boat ramp;
- Install approximately 240 cubic feet of rip rap;
- Install approximately 315 square feet of Flexamat (or similar) shoreline anchoring system;
- Construct approximately 5' x 14' sidewalk from existing decking to upper gangway anchoring structure
- Construct an approximately 5.5' x 5.5' upper gangway anchoring structure;
- Install an approximately 5' x 34' aluminum upper gangway;
- Install an approximately 10' x 7' aluminum intermediate gangway landing;
- Install an approximately 5' x 44' aluminum lower gangway;
- Install an approximately 8' x 50' aluminum floating dock with a minimum of six (6) 8" diameter steel piles; and
- Install an approximately 6' aluminum gangway transition area.

Compensation: Total payment for this deliverable will not exceed \$391,100.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered, as-built drawings, and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

- A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Recipient to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C. Failure of Recipient to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Recipient per the Agreement.
- D. Following the end of the term of this Agreement, the Recipient shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

- A. **Permit Requirements:** The Recipient agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. **Procurement:** The Recipient shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Recipient shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Recipient shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Recipient agrees to adhere to all federal, state, county and city requirements of the Project and all

requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

- D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. Commencement of Work:** The Recipient shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Recipient to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Recipient shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 23-025 incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Recipient shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.
- H. Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Recipient shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.
- I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Recipient agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment D. If required, the Recipient shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication and Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Recipient (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar

instrument) shall be managed by the Recipient as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Recipient agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Recipient upon final payment by the Commission.

The Recipient shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Recipient convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Recipient lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Recipient shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Recipient loses authorization to use and manage the property on which the Project is completed within the site dedication period and Recipient has not replaced the Project with a like project acceptable to the Commission, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- J. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, the Recipient, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Recipient shall, at its expense, replace it within ninety (90) days. Should the Recipient fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Recipient shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.
- K. Directional Signs:** Prior to the reimbursement of funds, the Recipient, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Recipient agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Recipient shall, at its expense, replace them within ninety (90) days. Should the Recipient fail to erect and maintain such signs other than the ninety (90) day replacement term, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's Grant manager, in writing, if the Recipient receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed \$391,100.00. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant manager in writing prior to the deviation. The Recipient shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Recipient Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	\$0	\$0	\$0
	Contracted Services	\$0	\$0	\$0
1	Permitting & Project Inspection Fees	\$44,200	\$0	\$44,200
	Site Preparation	\$0	\$0	\$0
	Demolition & Removal	\$0	\$0	\$0
1	Construction	\$346,900	\$1,000	\$346,900
	Equipment (Rental or In-Kind Use)	\$0	\$0	\$0
	Contingency Costs	\$0	\$0	\$0
	Other Costs	\$0	\$0	\$0
	Pre-Award Costs	\$0	\$0	\$0
	TOTAL	\$391,100	\$1,000	\$392,100
	PERCENTAGE	99.74%	0.26%	100.00%

B. Cost Share: The Recipient agrees to provide \$1,000.00 or 0.26% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 23-025. The total compensation by the Commission shall be \$391,100.00 or 99.74% of the total cost, whichever is less.

C. Pre-award Costs: The Suwannee County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable.

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$392,100.00. The Commission agrees to reimburse the Recipient for an amount not to exceed \$391,100.00 or 99.74% of the total cost for the Project, whichever is less for satisfactory completion by the Recipient of the Project. The Recipient agrees to provide a minimum of \$1,000.00 or 0.26% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Recipient. If there are deficiencies noted in the Project inspection, these shall be corrected by the Recipient prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Recipient shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment D) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant manager, the Recipient may submit a Reimbursement Request, Attachment E, Form 2.

Recipients shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Recipient's Federal Employer Identification (FEID) Number.

The Recipient must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is Section 4(G) of the Agreement.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Recipient's service delivery to determine if the Recipient has achieved the required level of performance. For

additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Recipient failed to meet any of the Terms and Conditions of this Agreement, the Recipient will be sent a formal written notice within thirty (30) days. The Recipient shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Recipient shall notify the Commission’s grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission’s grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Recipient shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Recipient to validate the condition of the facility. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Recipient shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Recipient shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission’s grant manager according to the following schedule:

<u>Reporting Period</u>	<u>Report due by:</u>
January through March	April 15 th
April through June	July 15 th
July through September	October 15 th
October through December	January 15 th

- E. Annual Reports:** Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Recipient shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used

to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Recipient fail to complete and submit these annual reports, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Recipients shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Recipient, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Recipient is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Subparagraph I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or

diverted to any non-boating access related purpose. This section survives any Agreement termination.

- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient 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 Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, 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.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) 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 Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) 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 Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

- B.** Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.
- C.** Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:
1. The Commission at the following address:

**Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**
 - 2) The Auditor General's Office at the following address:

**Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450**
- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

- End of Attachment -

**Exhibit 1
FEDERAL AND STATE FUNDING DETAIL**

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
	N/A	
	Total Federal Awards	

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

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements
	N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
	N/A	
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
77.006	Florida Boating Improvement Program	\$391,100.00
	Total State Awards	\$391,100.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, November 2022

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

- End of EXHIBIT 1 -

Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. Quarterly Reports to be submitted by the Recipient are also a form of Desktop Monitoring and shall be current prior to reimbursement. On-site monitoring are visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a pre-award "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring up to twenty (20) years following closure.

Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USWFWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation:

An email will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature

Witness

Printed Name

Printed Name

Title

Witness

Date

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who
produced _____ as identification.

Stamp:

Notary Public, State of Florida

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

AGREEMENT# 23098

Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

FORM 1A

Completing the Quarterly Report

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

Financial History

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

Performance Tracking

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

*****Both Grant Manager and Financial Officer should verify and sign off on this section.*****

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

FORM 1B

Project Status for Reporting Quarter

Provide a detailed narrative status update for all projects.

Timeline of Events for Reporting Quarter

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

Other

List any additional project information.

Technical Assistance

If technical assistance is needed, please indicate the type of technical assistance required.

Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.

FORM 2

Completing Reimbursement Request FORM 2

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

➤ **Agreement Amount:** Should reflect the amount of the actual Agreement.

➤ **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.

➤ **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)

➤ **Payment Amount:** Should reflect the total amount being requested for reimbursement.

➤ **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.

➤ **Category Table:** This should reflect the amount claimed against each category.

➤ **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

FORM 3

Detail Of Claims

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable

2. to the reimbursement request.

➤ **Vendor:** Indicate the vendor used for purchase/service.

➤ **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.

➤ **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)

➤ **Description:** Brief description of purchase/service provided.

➤ **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate indicate that on description section or notate on backup document.

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

FORM 4

Instructions for Completing the Time and Effort Reporting (if applicable)

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
 - All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
 - The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
 - The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
 - Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

FORM 5

Instructions for Completing the Certification of Completion Statement

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

FORM 6

Completing the Final Project Closeout Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

Date Expenditure(s) Payment Received

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

Program Income, Refund And/or Final Interest Check

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.

FORM 7

Post Award Use & Access Annual Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

FORM 8

Subcontractor List

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

FORM 9

Subcontractor Minority Status Report

- This form must accompany Requests for Reimbursement (Form 2), Detail of Claims (Form 3) and Time & Effort Report (Form 4 **if applicable**). Form 4 is only required for reimbursement of personnel costs under a grant, including when those costs are Match to a grant award. Form 9 is required so that FWC can report to Florida Department of Management Services' Office of Supplier Diversity the amount and vendor when funds are paid to a Minority business.

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
FINANCIAL HISTORY & PERFORMANCE TRACKING
ATTACHMENT E - FORM 1A**

Recipient/Subrecipient

Suwannee County BOCC
1201 Silas Drive
Live Oak, Florida 32064

AGREEMENT# 23098

QUARTERLY REPORTING DUE DATES

(Drop box list below select the quarter of activity being reported along with year)

Period: Select Period of Performance

Financial History Report

For directions click link

[Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services				#DIV/0!	\$ -
Permitting & Project Inspection Fees	\$ 44,200.00				\$ 44,200.00
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction	\$ 346,900.00				\$ 346,900.00
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs				#DIV/0!	\$ -
Total Expenditures	\$ 392,100.00	\$ -	-		\$ 391,100.00

Performance Tracking

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
TOTAL (or Average Percentage)				#DIV/0!	\$ -	

Cumulative Amount Previously Submitted for Reimbursement _____

Total Received _____

I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.

Signed: _____

Date: _____

Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____

Date: _____

Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

FWC BOATING ACCESS GRANTS
Quarterly Status Report
ATTACHMENT E - FORM 1B

Recipient/Subrecipient

Suwannee County BOCC
1201 Silas Drive
Live Oak, Florida 32064

AGREEMENT# 23098

INSTRUCTIONS

For instructions on completing

click the HELP button

PROJECT STATUS (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

TIMELINE OF EVENTS FOR REPORTING PERIOD

OTHER (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

TECHNICAL ASSISTANCE

Is technical assistance needed: _____ If "yes", are you requesting, onsite visit or phone call _____

I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.

Signed: _____

Grant Manager

Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
REIMBURSEMENT REQUEST
ATTACHMENT E - FORM 2**

Recipient/Subrecipient
Suwannee County BOCC
1201 Silas Drive
Live Oak, Florida 32064

AGREEMENT# _____ 23098

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

COSTS INCURRED DURING THE PERIOD OF: _____ **THROUGH** _____

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)	\$ -			
Contracted Services	\$ -			
Permitting & Project Inspection Fees	\$ -			
Site Preparation	\$ -			
Demolition & Removal	\$ -			
Construction	\$ -			
Equipment (Rental or In-Kind Use)	\$ -			
Contingency Costs	\$ -			
Other Costs	\$ -			
Pre-Award Costs	\$ -			
Totals	\$ -	\$ -	\$ -	\$ -
Percentage	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date: _____
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date: _____
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

TO BE COMPLETED BY FWC STAFF

AGREEMENT AMOUNT	_____
PREVIOUS PAYMENT(S)	#VALUE!
THIS PAYMENT	_____
REMAINING BALANCE	#VALUE!

TOTAL AMOUNT TO BE PAID ON THIS INVOICE _____

DATE SUBMITTED TO FWC _____

STATE OF FLORIDA
 FWC BOATING ACCESS GRANTS
 DETAIL OF CLAIMS BY CATEGORY
 ATTACHMENT E - FORM 3

Complete this form **once for each category claimed** in this reimbursement request. Itemize each expense that makes up the total claimed for that category.

Recipient/Subrecipient: uwannee County BOC

AGREEMENT # 23098

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH #VALUE!

Category	VENDOR	DATE PAID	CHECK # or EFT	DESCRIPTION	Match/Cost Share	Grant Cost (FBIP/BIGP/SFR)
TOTAL EXPENDITURES					\$ -	\$ -

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
TIME AND EFFORT
ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: _____ Agreement: 23098

Pay Period: _____ TO _____ Indicate Contracted Hours for Pay Period _____

		Week 1								Week 2								Grand Total	
	Hours Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	Administration Costs (max 5% of total)								0									0	0
2	Vacation								0									0	0
3	Sick Time								0									0	0
4									0									0	0
5									0									0	0
6									0									0	0
7									0									0	0
8									0									0	0
9									0									0	0
10									0									0	0
11									0									0	0
12									0									0	0
13									0									0	0
14									0									0	0
Daily Totals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Week One Total										Week Two Total								0	
I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.										I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.									
Employee Signature: _____					Date: _____					Supervisor Signature: _____					Date: _____				

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
ATTACHMENT E - FORM 5**

CERTIFICATION OF COMPLETION STATEMENT

Grant Program:

FWC Agreement # 23098

- Boating Infrastructure Grant Program (BIGP)
 Florida Boating Improvement Program (FBIP)
 Sportfish Restoration Program (SFR)

I, _____
(Print or Type Name and Title)

representing _____
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 23098 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature)

(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATION BY COMMISSION

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

(Division)

(Signature)

(Date)

(Print or Type Name and Title)

Inspected: _____ Yes _____ No or N/A _____ Engineer Reviewed

(Name of Inspector/Engineer)

(Date of Inspection)

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
PROJECT CLOSE-OUT REPORT
ATTACHMENT E - FORM 6**

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

Suwannee County BOCC
RECIPIENT / SUBRECIPIENT

1201 Silas Drive
ADDRESS

Live Oak, Florida 32064
CITY AND STATE

23098

AGREEMENT #

\$

-

AGREEMENT AMOUNT

AGREEMENT PERIOD OF PERFORMANCE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
Total	\$ -

(3) DATE*	(4) DATE EXPENDITURE(S) PAYMENT RECEIVED AMOUNT
Total	\$ -

Please Indicate Amounts For The Following:

Agreement Amount	\$ -
Total Expenditures	\$ -
Deobligated Funds	\$ -

Was income earned on the project during the POP? Y/N _____

Were funds expended in accordance with agreement terms? Y/N _____

All quarterly reports submitted up to current reporting period? Y/N _____

Certification of Completion & photos submitted? Y/N _____

REFUND AND/OR PROGRAM INTEREST CHECK

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: **01/00/00**

Make check payable to : Florida Fish & Wildlife Conservation Commission
Grants & Revenue Section
Florida Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N _____

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.

Signed: _____ Date: _____
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date: _____
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
POST AWARD USE & ACCESS ANNUAL REPORT
ATTACHMENT E - FORM 7**

Recipient: Suwannee County BOCC **FWC AGREEMENT #** 23098

Project Title: _____

Project Address: _____

Agreement End Date: _____

Useful Life End Date: _____

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: _____

Date: _____

Title: _____

Submitted by: _____

Title: _____

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
SUBCONTRACTOR LIST
ATTACHMENT E - FORM 8**

AGREEMENT# 23098

RECIPIENT: Suwannee County BOCC

This form is required to be completed by the Recipient prior to entering into subcontracts. The citations below are excerpts, please read the entire funding agreement for full subcontractor requirements. This form is a tool to help Recipients collect and retain required documents, and may be modified as needed by Recipients.

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, A. Authority, "The Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor." *This section also requires subcontractor Conflict of Interest disclosures.*

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory vendor lists.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>	<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>
<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>	<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>
<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>	<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>
<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>	<p>Vendor/Contractor _____</p> <p>Unique Entity ID (UEI) _____</p> <p>COI Certification Received _____ E-Verify Reg./Affidavit Received _____</p>

**STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
SUBCONTRACTOR MINORITY STATUS REPORT
ATTACHMENT E - FORM 9**

Date: _____ **FEIN:** _____
Contractor Company/Recipient Info: **UEI:** _____
 Suwannee County BOCC **FWC Solicitation/Contract #:** 23098
 1201 Silas Drive **FWC Project Title:** _____
 Live Oak, Florida 32064
 0

Contract Amount: _____ **Invoice Number:** _____
 The Contractor shall indicate "N/A" if the project does not utilize subcontractors.

PRIMARY CONTRACTOR				SUBCONTRACTOR				
Name	² CBE Code	Invoice #	Payment Amount	Name	FEIN or UEI#	² CBE Code	Description of Service	Payment Amount
Suwannee County BOCC			\$					\$
			\$					\$
			\$					\$
			\$					\$
Total of Subcontractor Payment(s)								\$ -

¹OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: <https://osd.dms.myflorida.com/directories>
 or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: <https://vendor.myfloridamarketplace.com>

²**CBE Codes:** **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified



The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

I hereby certify that the above information is true to the best of my knowledge and was obtained from the Subcontractor(s) listed.

Signed: _____ Date: _____
 Grant Manager

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Authorization to demolish residence located on County Airport property. Budget impact: The cost to repair the home is over \$100,000.

Considerations:

The Florida Department of Transportation funded the purchase of the Airport property.

At the time of purchase, a residence was located on the subject property, and a Life Estate was given to the resident.

The resident recently passed away.

After inspection of the home, it was determined that the cost to bring it to code would be more than the home's value.

Budget Impact:

The expense to bring the residence to code would exceed \$100,000. Demolishing by county staff would be far less.

Recommendation:

Staff respectfully requests Suwannee County Board of County Commissioners to authorize staff to demolish the residence located on County Airport property.

Respectfully submitted,

Dated: February 6, 2024

Greg Scott,
County Administrator

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Authorization to advertise for Request for Proposals for water & wastewater operations, maintenance, service, and repair.

Considerations:

Upgrades have been made to the County's systems, causing a need for higher services.

Budget Impact:

N/A

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners to authorize staff to advertise for Request for Proposals for water & wastewater operations, maintenance, service, and repair.

Respectfully submitted,

Dated: February 6, 2024

Greg Scott,
County Administrator



IFAS Extension
Suwannee County

1302 11th St. SW
Live Oak, FL 32064
386-362-2771
386-364-1698 Fax

Suwannee County Board of County Commissioners

January 18, 2024

Executive Summary

Objective:

We seek to obtain approval of the following:

- Authorization for the purchase of a passenger van for the Extension Office
- Declaring Walt's Live Oak Ford as a sole source provider
- Authorization for Finance to release payment

Consideration:

The purchase of a passenger van was previously approved but there were no available vehicles through the Sheriff's Association or other local dealers. Walt's Live Oak Ford was able to locate, and is willing to trade, for a passenger van as specified. Cost of a 2023 Ford Transit-350 Passenger van is \$55,954.45.

Budget Impact:

Impact to the 2023-2024 budget would be minimal to not at all as our under-utilized funds from 2022-2023 budget would be used.

Recommendation:

Suwannee County Extension respectfully requests that the Board of County Commissioners declare Walt's Live Oak Ford as a sole source provider, approve the purchase of Ford Transit-350 passenger van from Walt's Live Oak Ford, and authorize Finance to release payment.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Carolyn Saft'.

Carolyn Saft
County Extension Director

Walt's
LIVE Oak Ford



Date: 1/16/2024
Salesperson: Sharon Hutchison
Manager: CHRIS PALM
Customer ID #: 42918629653

FOR INTERNAL USE ONLY

BUSINESS NAME: Suwannee County Board of Commission Home Phone: _____
CONTACT: Michelle Drummond
Address: 1302 11TH ST SW
LIVE OAK, FL 32064 Work Phone: (386) 362-2771
SUWANNEE CO
E-Mail: drummond.m@ufl.edu Call Phone: (386) 362-2771

VEHICLE
Stock #: Jocatetransit New/Used: New VIN: 1FBAX2Y8XPKB85490 Mileage: 125
Vehicle: 2023 Ford Transit-350 Passenger Color: _____
Type: XL Rear-Wheel Drive Low Roof Van 14
Body Size: _____ Style: _____ Weight: 0 Unit/Class: _____

Market Value Selling Price	55,525.00
Discount	700.00
Adjusted Price	54,825.00
Taxable Fees (Estimated)	233.50
Doc Fee	699.95
Non Tax Fees	196.00
Cash Deposit	.00
Balance	55,954.45

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealer, in accordance with the consent to communicate with me about my vehicle or any future vehicles, using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For information only. This is not an offer or contract for sale.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

At 5:35 p.m. or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the purchase of real property. (County Attorney Adam Morrison)

Recommendation:

Discc, with possible Board action.

Respectfully submitted,

Dated: February 6, 2024

Greg Scott,
County Administrator



Commercial Contract

1 **1. PARTIES AND PROPERTY:** Suwannee County Florida BOCC ("Buyer")

2 agrees to buy and LIVE OAK SANCTUARY LLC ("Seller")

3 agrees to sell the property at:

4 Street Address: 4468 US Hwy 129, Live Oak, FL 32060

5 _____

6 Legal Description: LEG 5.00 ACRES LOT 2 DANIELS ESTATES ORB 2238 P 429-30 SWD YR 2021 ORB 2267 P 344 WD YR 2021

7 _____

8 and the following Personal Property: NA

9 _____

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 545,000.00

12 (a) Deposit held in escrow by: Heritage Title Services of North Florida, Inc \$ 10,000.00
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 201 Parshley St SW, Live Oak, FL 32064 Phone: 3863300371

15 (b) Additional deposit to be made to Escrow Agent
16 within _____ days (3 days, if left blank) after completion of Due Diligence Period or
17 within _____ days after Effective Date \$ _____

18 (c) Additional deposit to be made to Escrow Agent
19 within _____ days (3 days, if left blank) after completion of Due Diligence Period or
20 within _____ days after Effective Date \$ _____

21 (d) Total financing (see Paragraph 5) \$ _____

22 (e) Other \$ _____

23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$535,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before 12/08/2023, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**
32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**
33 NA. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**

38 (a) **Closing Date:** This transaction will be closed on or before 02/15/2024 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer () and Seller () acknowledged receipt of a copy of this page, which is Page 1 of 8 Pages.



41 on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after
42 the insurance underwriting suspension is lifted.

43 (b) **Location:** Closing will take place in Suwannee County, Florida. (If left blank, closing will take place in the
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**


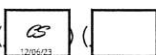
46 **BUYER'S OBLIGATION:** On or before na days (5 days if left blank) after Effective Date, **Buyer** will apply for third
47 party financing in an amount not to exceed na% of the purchase price or \$na, with a fixed
48 interest rate not to exceed na% per year with an initial variable interest rate not to exceed na%, with points or
49 commitment or loan fees not to exceed na% of the principal amount, for a term of na years, and amortized
50 over na years, with additional terms as follows:

51 _____
52 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
53 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within na days (45 days if left
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55 the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage
56 broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable
58 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within na days (3 days if left blank)
59 deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
60 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter.
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer**
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
65 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use
68 good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
71 approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
73 deed special warranty deed other _____, free of liens, easements and
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76 matters to which title will be subject) _____

77 _____
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
79 Property as _____

80 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
81 and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
82 within _____ days after Effective Date or at least 15 days before Closing Date deliver to **Buyer** (check one)
83 (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. (ii.) an
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such
92 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

93 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
94 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)
95 **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice
96 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the
97 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the
98 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be
99 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days
100 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 **(c) Survey:** (check applicable provisions below)

103 (i.) **Seller** will, within _____ days from Effective Date, deliver to **Buyer** copies of prior surveys,
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this
105 transaction:

106 _____
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the
109 date this Contract is terminated.


110 **Buyer** will, at **Seller's** **Buyer's** expense and within the time period allowed to deliver and examine
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
112 encroachments on the Property or that the improvements encroach on the lands of another, **Buyer** will
113 accept the Property with existing encroachments such encroachments will constitute a title defect to be
114 cured within the Curative Period.

115 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

116 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
119 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a
120 refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$0% _____ (1.5% of
122 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any
123 defects in the Property. (Check (a) or (b))

124 **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
125 condition.

126 **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
132 state and regional growth management and comprehensive land use plans; availability of permits, government
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without
144 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Buyer () and Seller () acknowledged receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
146 Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a
147 result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that
148 **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

149 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
155 vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted only with
156 **Buyer's** consent without **Buyer's** consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
158 the norms where the Property is located.

159 (a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at
160 closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks,
161 mailboxes, and security systems.

162 (b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing
163 statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and
164 recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or
165 prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

166 (c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
167 service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each
168 service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its
169 contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer,
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or
173 **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the
175 **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
178 requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement,
179 mortgages and notes, security agreements, and financing statements.

180 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
181 payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance
182 premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
187 will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
189 beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the
190 Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
192 completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
194 does not apply to condominium association special assessments.

195 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA,
196 **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

1/26/21
1:35 PM EST
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198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or
199 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
200 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
201 requirement.

202 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to
205 **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
217 complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.




219 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
228 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
230 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**
233 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
234 the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the
237 brokerage fee.
238 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1)
239 retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
241 specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1)
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without
243 waiving any remedy for **Buyer's** default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
245 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
250 representing a party will be as effective as if given by or delivered to that party.

Buyer  and Seller   acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.



251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

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

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will
268 bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to
269 **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and
270 **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim
271 to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any
272 such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of
273 the **Buyer**.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
276 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
278 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate
279 with and assist **Buyer** in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not
281 assignable is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement
282 to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This
283 Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).



285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** eXp Realty, LLC Anthony Davis- SL3408796
(Company Name) (Licensee)
295 10752 Deerwod Park Blvd SUITE 100 Jacksonville, FL 32256 386-365-4876 Anthony.Davis@exprealty.com
(Address, Telephone, Fax, E-mail)

296 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated_ by
297 Seller Buyer both parties pursuant to a listing agreement other (specify) _____
298 _____
299 _____

300 **(b) Buyer's Broker:** eXp Realty, LLC Anthony Davis- SL3408796
(Company Name) (Licensee)
301 10752 Deerwod Park Blvd SUITE 100 Jacksonville, FL 32256 386-365-4876 Anthony.Davis@exprealty.com
(Address, Telephone, Fax, E-mail)

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302 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
303 Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)

304 _____
305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):



- | | | |
|---|--|---|
| 315 <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 316 <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 317 <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 318 <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

319 **23. ADDITIONAL TERMS:**

320 Seller and Buyer agree to the following terms:

- 321 1: Buyer will pay all closing cost including 3% real estate commission.
- 322 2: The purchase of the real property which is the subject of this contract is subject to the approval of the Suwannee County
- 323 Board of County Commissioners to be given at a public meeting after 30 days' public notice. The approval shall be given
- 324 within the 60 day due diligence period.
- 325 _____
- 326 _____
- 327 _____
- 328 _____
- 329 _____

330 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
331 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
332 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
333 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
334 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
335 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
336 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
337 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
338 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
339 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
340 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
341 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

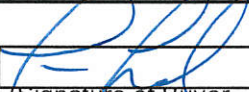
Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

342 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
343 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
344 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
345 to do so.

346 **ATTENTION: SELLER AND BUYER**

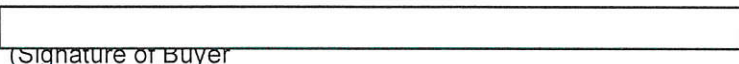
347 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
348 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
349 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
350 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
351 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property
352 in violation of the Act.**

353 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
354 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

355  Date: 12/5/23
(Signature of Buyer)

356 Travis Carol, Manager/Chairman Tax ID No.: _____
(Typed or Printed Name of Buyer)

357 Title: _____ Telephone: _____

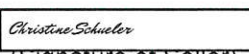
358  Date: _____
(Signature of Buyer)

359 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

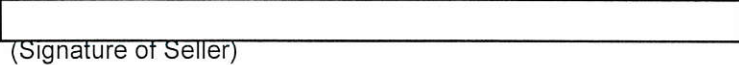
361 Buyer's Address for purpose of notice _____

362 Facsimile: _____ Email: _____

363  Date: _____
(Signature of Seller)

364 Christine Schueler Tax ID No.: _____
(Typed or Printed Name of Seller)

365 Title: _____ Telephone: _____

366  Date: _____
(Signature of Seller)

367 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: _____ Telephone: _____

369 Seller's Address for purpose of notice: _____

370 Facsimile: _____ Email: cschueler18@gmail.com

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Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

SUWANNEE COUNTY

Planning & Zoning

Executive Summary SP-24-02-01

Objective: Special Permit application # SP 24-02-01 to construct a 323 feet communication tower and associated equipment has been submitted to the County

Considerations: The application and supporting documentation support the placement of a 323 feet telecommunication tower on the described property. Reliable service is needed in the area. There are no existing towers to co-locate on, thus the need for the new tower. The included plans also show the location of the Electrical Generator to provided power during power outages.

Recommendation: Approval of the request and adoption of the resolution

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR
ZONING SPECIAL PERMIT

Name of Title Holder(s): Christopher Aaron Bryant and Samantha E. Bryant

Address: 11669 CR 49 City, State, Zip: Live Oak, FL 32060

Phone Number: 386.688.2965

Agent's Name & Address (if applicable): Chip Flowers / 316 Spring St SE, Gainesville, GA 30504

Phone Number: 7707718264

Please provide the following information:

1. Legal Description: Attached

_____ Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: _____

Head north toward 80th Ter/Voyles St. Turn right onto 80th Ter/Voyles St.

Slight right onto US-90 E/Howard St, Turn right onto Co Rd 49, the location will be on your right.

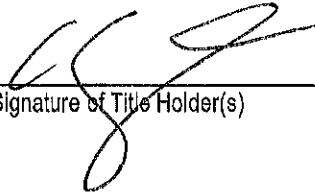
3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: Proposed New guyed cell tower with a height of 323'. There will be an outdoor concrete pad. This is an unmaned tower with no daily traffic.

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

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: Section 14.11 Special Permits for Essential Services

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

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


Signature of Title Holder(s) _____ Date 12-7-23

FOR OFFICE USE ONLY

Zoning District: _____ Land Use Plan Map Category: _____

Date Filed: _____ Special Permit Request No. _____

Fee amount: \$650 _____

Date hearing held: _____

Action by Board: _____

(Granted, Denied, etc.)

Additional Comments: _____

Planning & Zoning Director
Suwannee County, Florida

Date



December 13, 2023
Suwanne County
224 Pine Ave Live Oak FL 32064

RE: Intent to Allow for Collocation on Tillman Infrastructure TI-OPP-20584 proposed telecommunication tower on behalf of "anchor carrier"

Site Name: LIVE OAK
Site Address: 0 CR 49 Live Oak, FL 32060
Fuze id: 17048033

To Whom It May Concern,

Tillman Infrastructure is proposing a new guyed tower at the above-mentioned location. This tower will allow for collocation to include Verizon Wireless as the anchor tenant, and future users, to include carriers and local emergency services.

Tillman Infrastructure is committed to helping its infrastructure partners – customers, sellers, landlords, and communities achieve their wireless infrastructure goals through a history of fairness, operational excellence, deep sector expertise, and an extensive industry network.

As to our purpose and passion, we remain ambitious and steadfast in our goal to become the carrier friendly and carrier trusted partner for wireless operators in the United States. We seek to create an efficient win-win relationship with each and every entity who uses our towers. Unlike many tower companies, we provide a later "real-estate" envelope within which carriers can provide their services. We do not require costly amendments for equipment changes. We do not charge administrative fees when carriers swap out equipment. We do not mandate the use of expensive in-house services.

We want to help carriers bring advanced services to customers across America. We pride ourselves in our nontraditional business model and our approach to customer relations. Tillman serves all carriers equally, honors their perspective, and strives to foster trustworthy, long-lasting relationships.

Sincerely,

A handwritten signature in black ink, appearing to read "CM", written over a horizontal line.

Chris Mularadelis
Vice President Legal



December 13, 2023
Suwanne County
224 Pine Ave Live Oak FL 32064

RE: Inventory of existing Telecommunications towers for Tillman Infrastructure in Hamilton County, FL.

Site Name: LIVE OAK
Site Address: 0 CR 49 Live Oak, FL 32060
Fuze id: 17048033

To Whom It May Concern,

Tillman Infrastructure is proposing a new Guyed Tower at the above-mentioned location. This tower will be Tillman Infrastructure's only telecommunications tower within the county lines and ½ mile extension.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Mularadelis', written over the word 'Sincerely,'.

Chris Mularadelis
Vice President Legal

LETTER OF AUTHORIZATION

TO: Suwannee County LDR and Permitting


RE: APPLICATION FOR BUILDING PERMIT AND APPROVALS

Address: 224 Pine Ave SW, Live Oak FL 32064

Assessor's Parcel Number/Property Description: 0703514E02632001000

I/We, Chris Mularadelis, as VP Of Legal for Tillman Infrastructure of the above described property, do hereby authorize and appoint Sheena Rae Polk of SMW Engineering , to serve as non-exclusive agent for the sole purpose of consummating any land-use or building permit application(s) necessary to obtain approval of the applicable jurisdiction for Tillman Infrastructure to construct, maintain and operate mobile/wireless communications facilities on the premises located on the above described property.

The undersigned understands that the application may be denied, modified or approved with conditions and such conditions or modifications must be complied with prior to issuance of permits or approvals.



Print Name: Chris Mularadelis Esq.
VP Legal Tillman Infrastructure

AUTHORIZATION FOR AGENT TO REPRESENT
OWNER(S) IN ZONING/LAND USE MATTERS

I (We), the undersigned owner(s), do hereby authorize Chip Flowers with CF Acquisitions, LLC
to act as my (our) agent in any and all zoning/land use requests and to represent
us at all zoning/land use hearings pertaining to the following described real estate:

7-26-23

Date



Owner

7-26-23

Date



Owner



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2023-ASO-18467-OE

Issued Date: 09/01/2023

Donna-Marie Stipo
 Tillman Infrastructure, LLC
 152 West 57th Street
 8th Floor
 New York, NY 10019

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Jennings, FL - TI-20586
 Location: Jennings, FL
 Latitude: 30-33-49.02N NAD 83
 Longitude: 83-06-52.03W
 Heights: 143 feet site elevation (SE)
 330 feet above ground level (AGL)
 473 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 03/01/2025 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Joe Burkhardt, at (404) 305-5958, or joseph.ctr.burkhardt@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-18467-OE.

Signature Control No: 588113613-598187292
Mike Helvey
Manager, Obstruction Evaluation Group

(DNE)

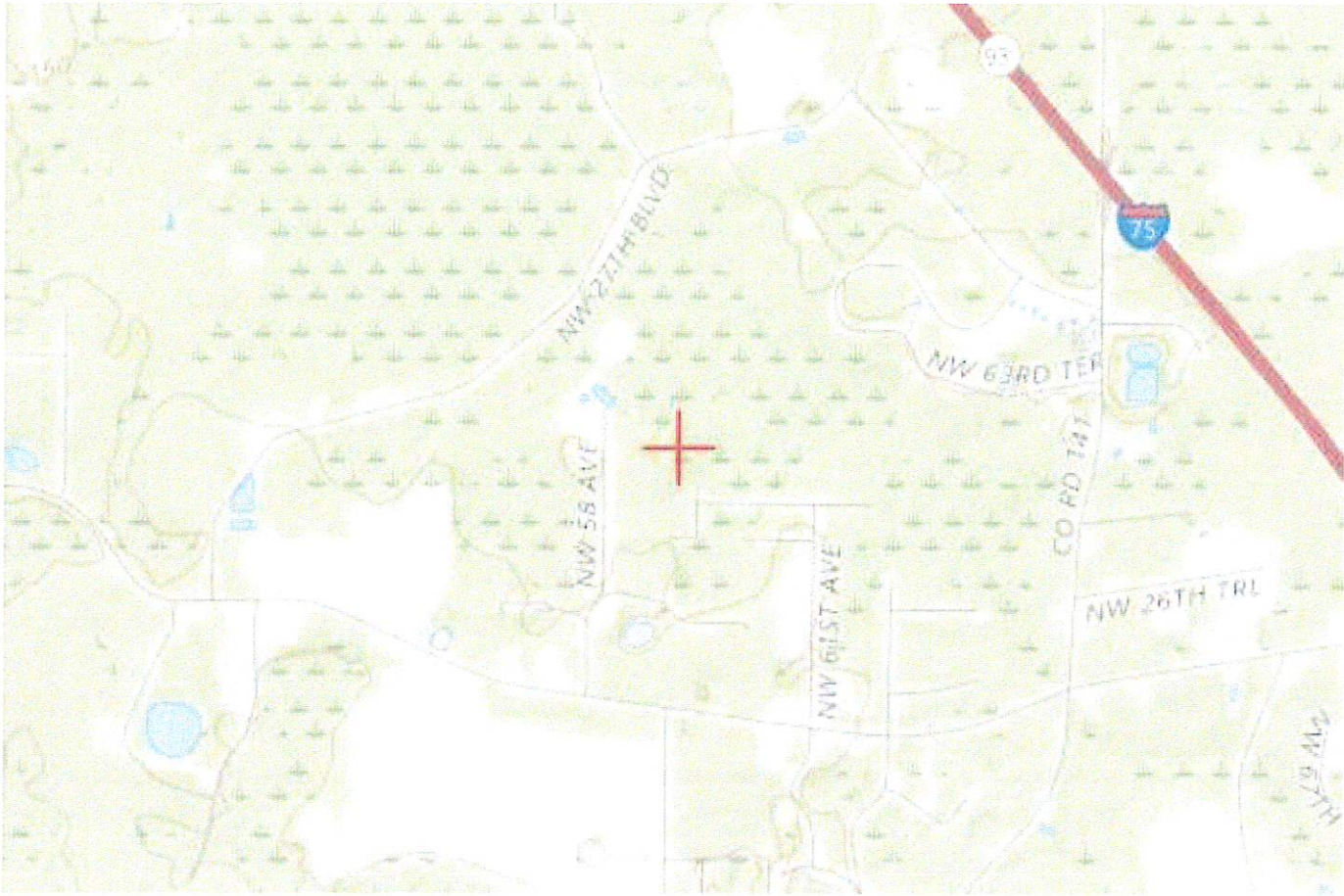
Attachment(s)
Frequency Data
Map(s)

cc: FCC

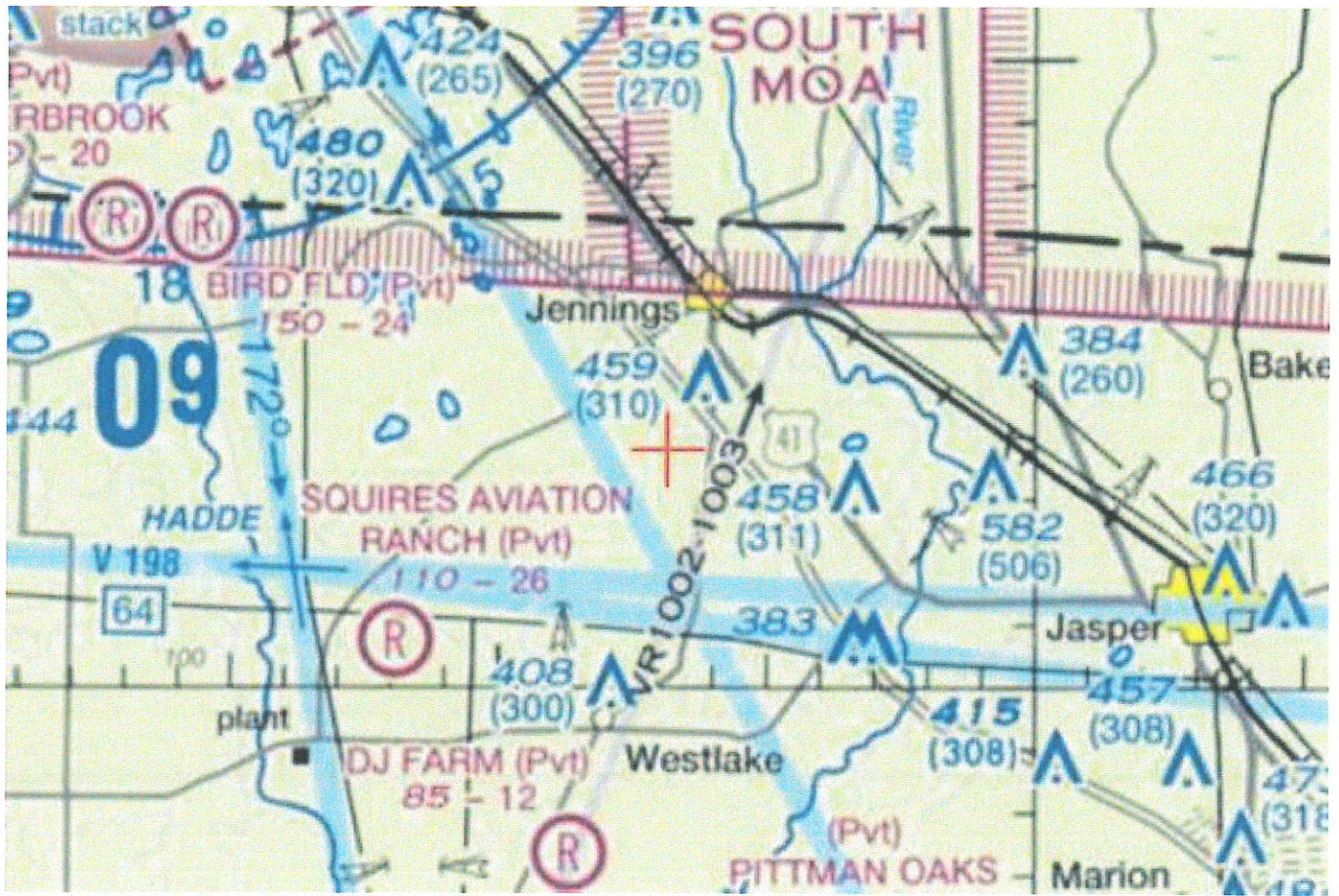
Frequency Data for ASN 2023-ASO-18467-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2310	MHz	2000	W
2305	2360	MHz	2000	W
2345	2360	MHz	2000	W

TOPO Map for ASN 2023-ASO-18467-OE



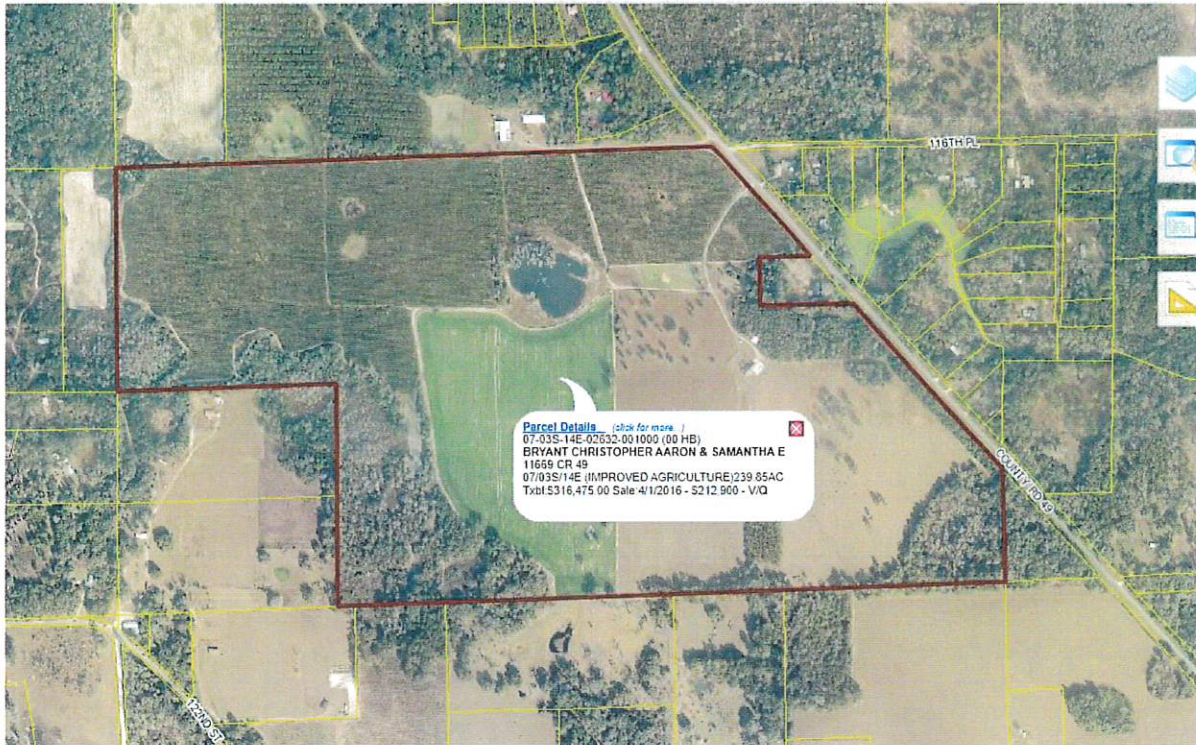
Sectional Map for ASN 2023-ASO-18467-OE





Aerial Map from the Property Appraiser's Office

Suwannee County Property Appraiser
Ricky Gamble, CFP
updated: 11/9/2021



Live Oak 2

Suwanee, FL

Prepared by Verizon Wireless RF Engineering

Amit Raut

12/20/2023

verizon[✓]

Introduction:

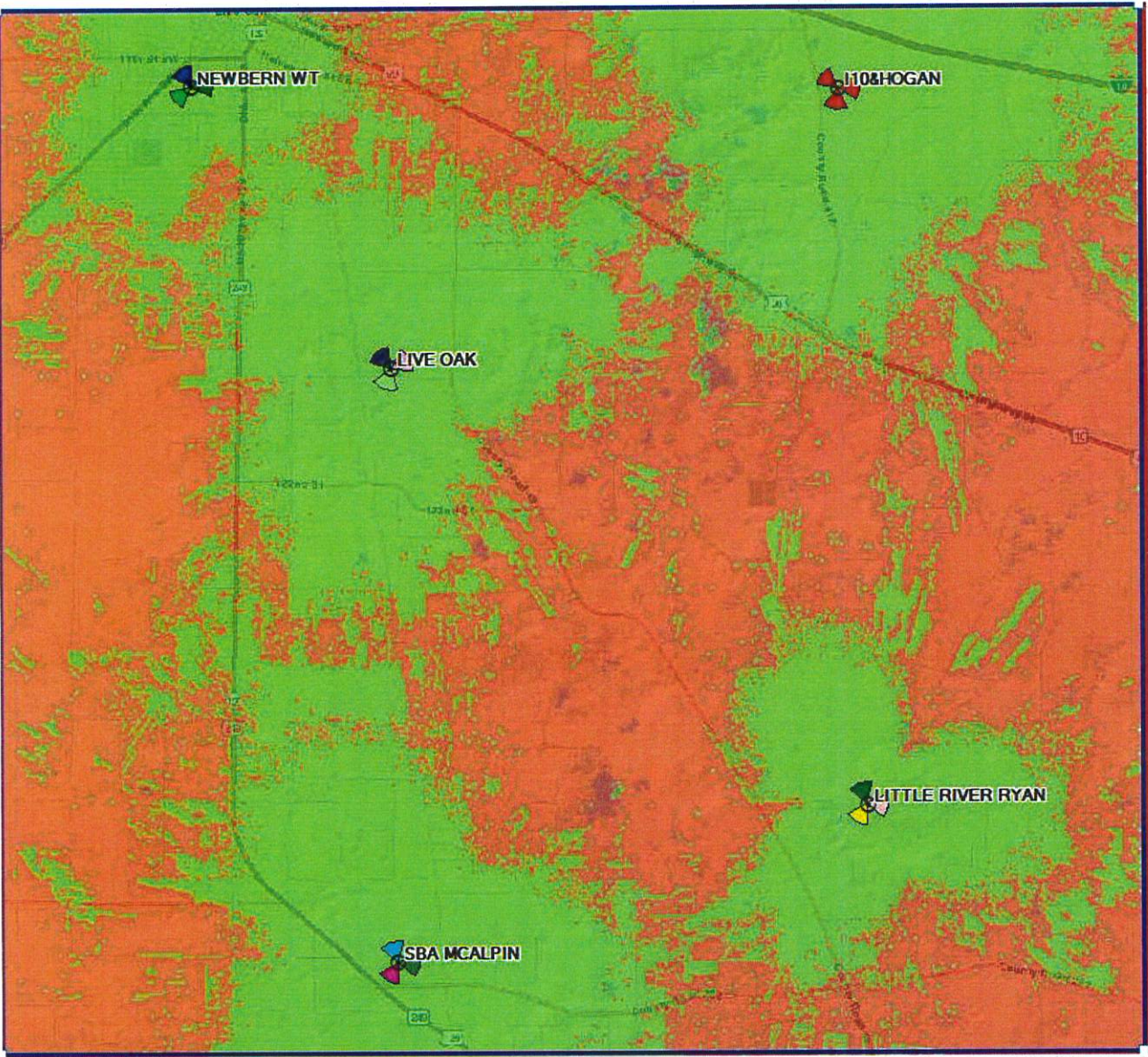
There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

The area new US 49 & 122nd street is Coverage limited are . The proposed cell site will improve the coverage in the area and offload the capacity of the surrounding area.

Current Coverage

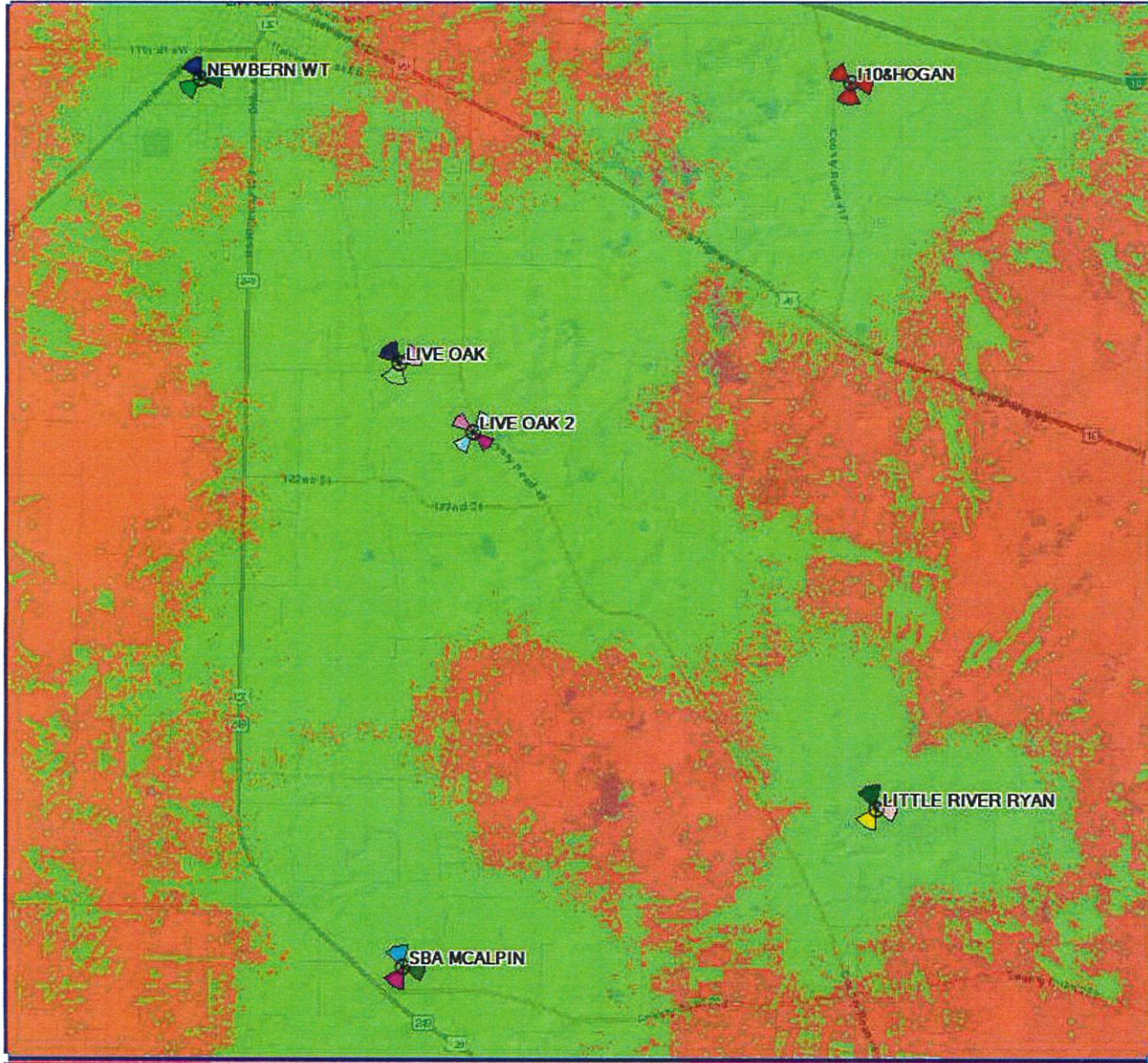


Coverage Thresholds

- Reliable Service
- Not-Reliable Service



Future Coverage with proposed site



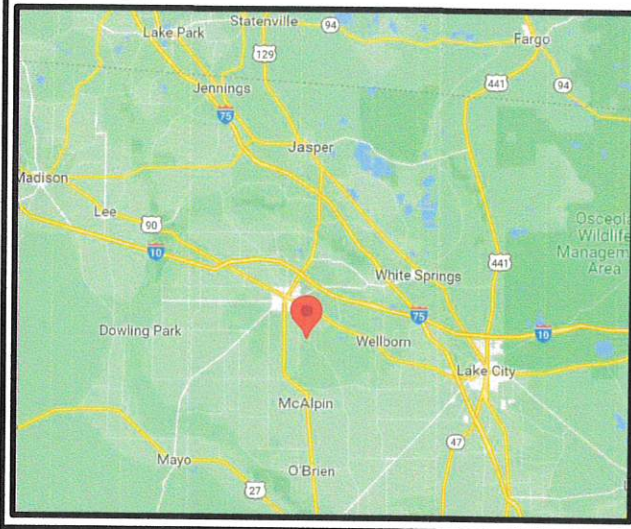
Coverage Thresholds

■ Reliable Service

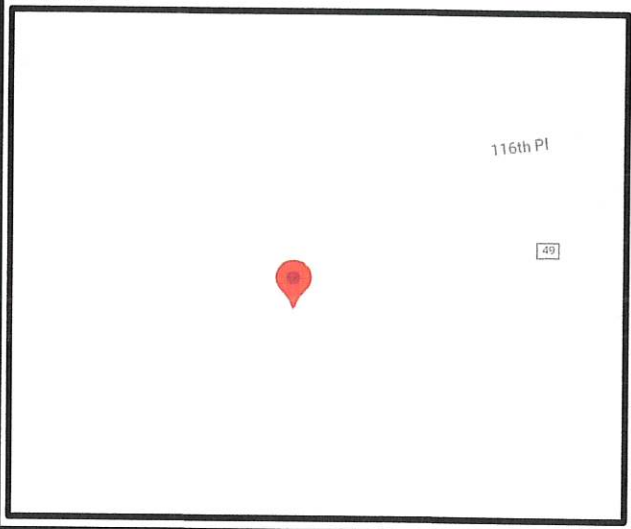
■ Not-Reliable Service

verizon✓

LOCATION MAP



VICINITY MAP



BUILDING CODES

ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF THE (AS ADOPTED BY LOCAL JURISDICTION):

- 2020 FLORIDA BUILDING CODE
- 2020 FLORIDA MECHANICAL CODE
- 2017 NATIONAL ELECTRICAL CODE

SCOPE OF WORK

THIS PROJECT CONSISTS OF:

- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY
- SITE WORK, NEW TOWER, UNMANNED EQUIPMENT CABINET ON PLATFORM OR CONCRETE PAD AND UTILITY INSTALLATIONS

TILLMAN SITE NAME:
LIVE OAK

TILLMAN SITE #:
TI-OPP-20584

VERIZON SITE NAME:
LIVE OAK_RELHR

VERIZON FUZE ID:
17048033

PROJECT DESCRIPTION:
**RAWLAND NSB
PROPOSED 335' GUYED
TOTAL TOWER HEIGHT INCLUDING THE APPURTENANCE - 343' AGL**

PREPARED FOR:



152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

FOR TENANT:



10300 OLD ALABAMA ROAD CONN.
ALPHARETTA, GA 30022
(678) 277-3500

PREPARED BY:



158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6985 FAX: 205-320-1504

PROJECT INFORMATION

SITE ADDRESS: NEAR O CR 49
LIVE OAK, FL 32060

LATITUDE (NAD 83): N 30° 14' 18.70"
LONGITUDE (NAD 83): W 82° 57' 08.55"

LATITUDE (NAD DECIMAL): N 30.238528°
LONGITUDE (NAD DECIMAL): W 82.952376°

PARCEL ID: CHRISTOPHER A BRYANT

JURISDICTION: SUWANNEE

PROPERTY OWNER: 0703S14E02632001000

APPLICANT: TILLMAN INFRASTRUCTURE
152 W. 57TH STREET
NEW YORK, NY 10019

ENGINEER: SMW ENGINEERING
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
CONTACT: JEREMY SHARIT, PE
PHONE: 205-397-6781

POWER: SAWANNEE VALLEY ELECTRIC

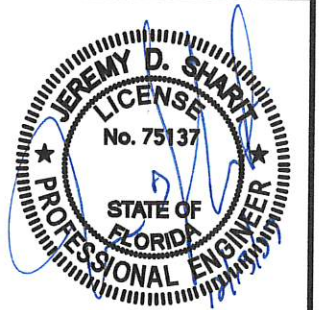
DRAWING INDEX

T-1	TITLE SHEET & PROJECT INFORMATION
--	SURVEY
C-1	GENERAL NOTES
C-2	OVERALL SITE PLAN
C-2.1	OVERALL SITE PLAN OVERLAY
C-3	DETAILED SITE PLAN
C-4	DETAILED EQUIPMENT PLAN & DETAILS
C-5	TOWER ELEVATION & DETAILS
C-5.1	EQUIPMENT SCHEDULE
C-6	FOUNDATION DETAILS
C-6.1	GENERATOR SPECS
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C-7.1	GRADING, SEDIMENT & EROSION CONTROL PLAN
C-7.2	GRADING, SEDIMENT & EROSION CONTROL PLAN
C-7.3	GRADING, SEDIMENT & EROSION CONTROL PLAN
C-8	GRADING, SEDIMENT & EROSION CONTROL DETAILS
C-8.1	GRADING, SEDIMENT & EROSION CONTROL DETAILS
C-9	GRADING, SEDIMENT & EROSION CONTROL VEG. SPECS
C-10	SITE SIGNAGE
C-11	FENCE DETAILS
C-11.1	GUY WIRE FENCING DETAILS
E-1	ELECTRICAL NOTES
E-2	ONE-LINE DIAGRAMS & PANEL SCHEDULE
E-2.1	ONE-LINE DIAGRAM
E-3	UTILITY SITE PLAN
E-3.1	UTILITY SITE PLAN
E-4	GROUNDING SITE PLAN
E-5	GROUNDING DETAILS
E-6	PRIMARY UTILITY FRAME DETAILS
E-7	VERIZON ELECTRICAL RISER DIAGRAM



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SITE NAME
LIVE OAK

SITE NUMBER
TI-OPP-20584

SMW#: 23-5092.1

FUZE ID: 17048033

DESIGNED: JDS
DRAWN: CCC
CHECKED: SM

SHEET NAME

TITLE SHEET &
PROJECT INFORMATION

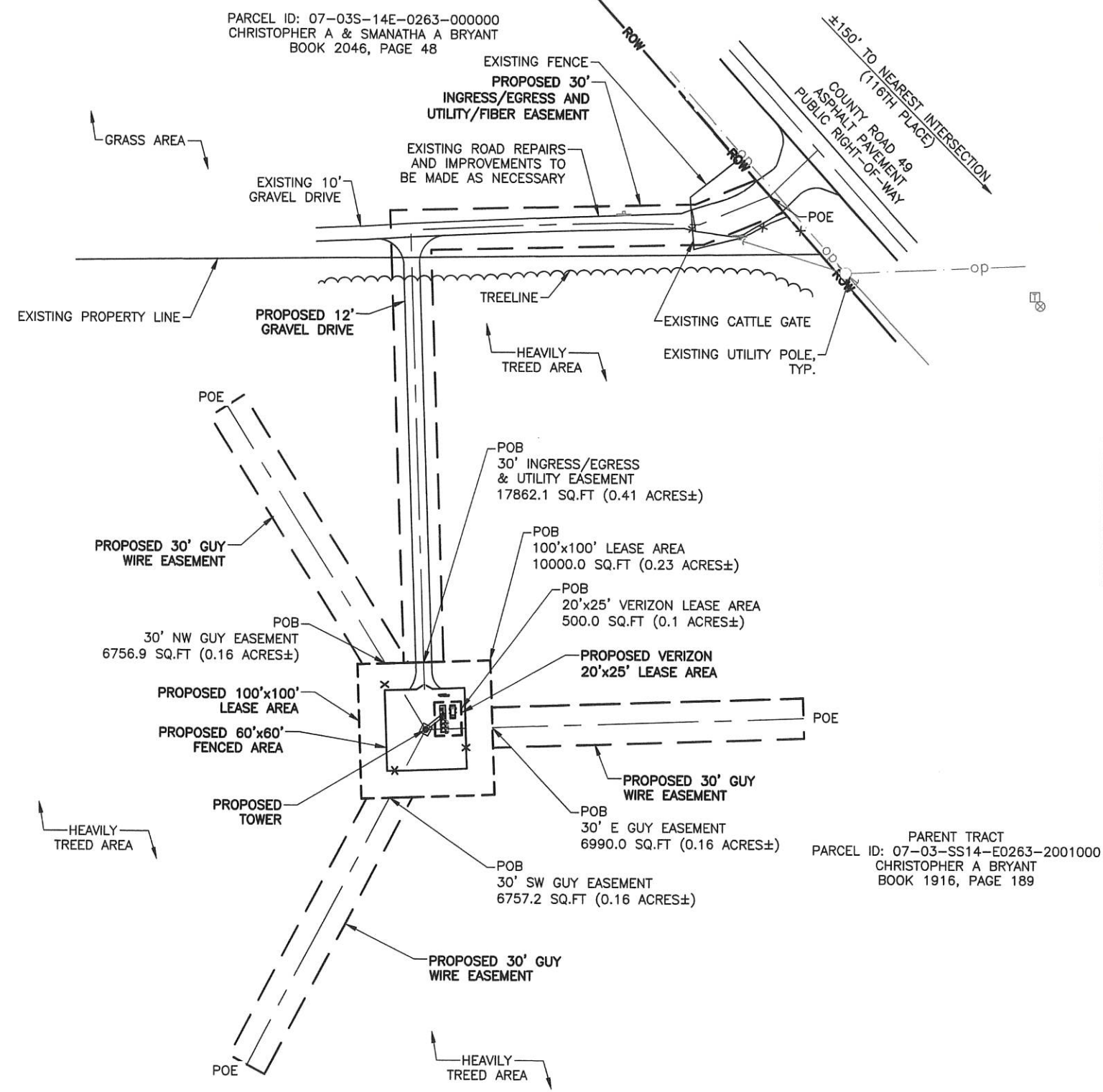
SHEET NUMBER

T-1



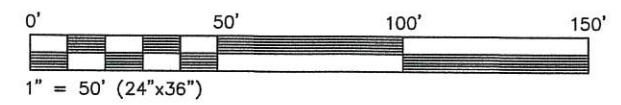
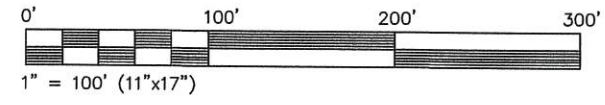
FLORIDA ONE-CALL
STATE WIDE CALL: 811
CALL BEFORE YOU DIG

SUBJECT PROPERTY IS LOCATED IN PANEL # 12121C0280B, DATED SEPTEMBER 28, 2007 AND IS IN THE BASE FLOOD ZONE 'X' AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. FLOOD ELEVATION IS NOT DETERMINED.



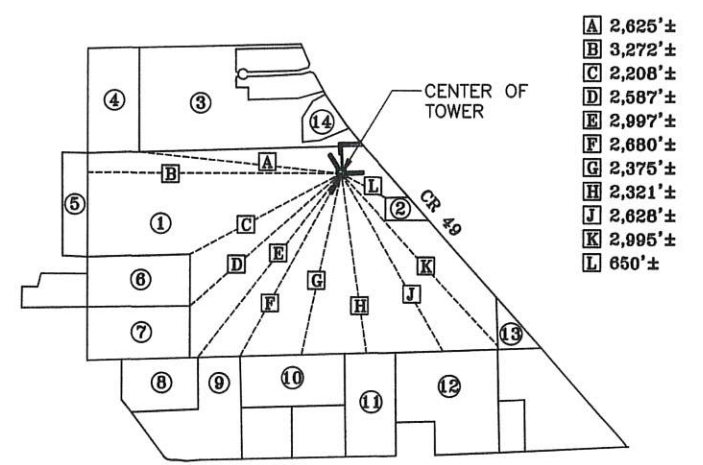
PARCEL ID: 07-03S-14E-0263-000000
CHRISTOPHER A & SMANATHA A BRYANT
BOOK 2046, PAGE 48

PARENT TRACT
PARCEL ID: 07-03-SS14-E0263-2001000
CHRISTOPHER A BRYANT
BOOK 1916, PAGE 189



1 OVERALL SITE PLAN
C-2

PARENT TRACT OVERVIEW NOT TO SCALE



- | | |
|--|--|
| <p>① PARENT PARCEL
PID: 07-03-S14-E0263-2001000
CHRISTOPHER A BRYANT
BOOK 1916, PAGE 189</p> <p>② PID: 07-03S-14E-02633-001007
TIGER LAKE BAPTIST CHURCH
DEED UNAVAILABLE</p> <p>③ PID: 07-03S-14E-02632-000000
CHRISTOPHER A & SAMANTHA A BRYANT
BOOK 2046, PAGE 48</p> <p>④ PID: 7-03S-14E-02635-000000
REGINA FORD ET. AL.
DEED UNAVAILABLE</p> <p>⑤ PID: 12-03S-13E-08590-000000
REGINA FORD ET. AL.
DEED UNAVAILABLE</p> <p>⑥ PID: 07-03S-14E-02625-001000
PATRICIA FORD ET.AL.
DEED UNAVAILABLE</p> <p>⑦ PID: 07-03S-14E-02625-000000
PATRICIA FORD ET.AL.</p> | <p>⑧ PID: 18-03S-14E-02753-001000
REGINA FORD ET. AL.
DEED UNAVAILABLE</p> <p>⑨ PID: 18-03S-14E-02751-000010
ANDREW M & LEAH JANE HARRELL
BOOK 854, PAGE 426</p> <p>⑩ PID: 18-03S-14E-02751-004000
JOYCE ANN CROPIOT LIFE ESTATE
BOOK 2358, PAGE 272</p> <p>⑪ PID: 18-03S-14E-02752-000000
ALLEN DEDGE
DEED UNAVAILABLE</p> <p>⑫ PID: 18-03S-14E-02748-001000
BONITA WARD
BOOK 2196, PAGE 242</p> <p>⑬ PID: 08-03S-14E-02644-001000
MOLLY & RONNY HOWARD
BOOK 1032, PAGE 197</p> <p>⑭ PID: 07-03S-14E-02633-002000
RENEE GODWIN & MARY NEELY
BOOK 1515, PAGE 153</p> |
|--|--|



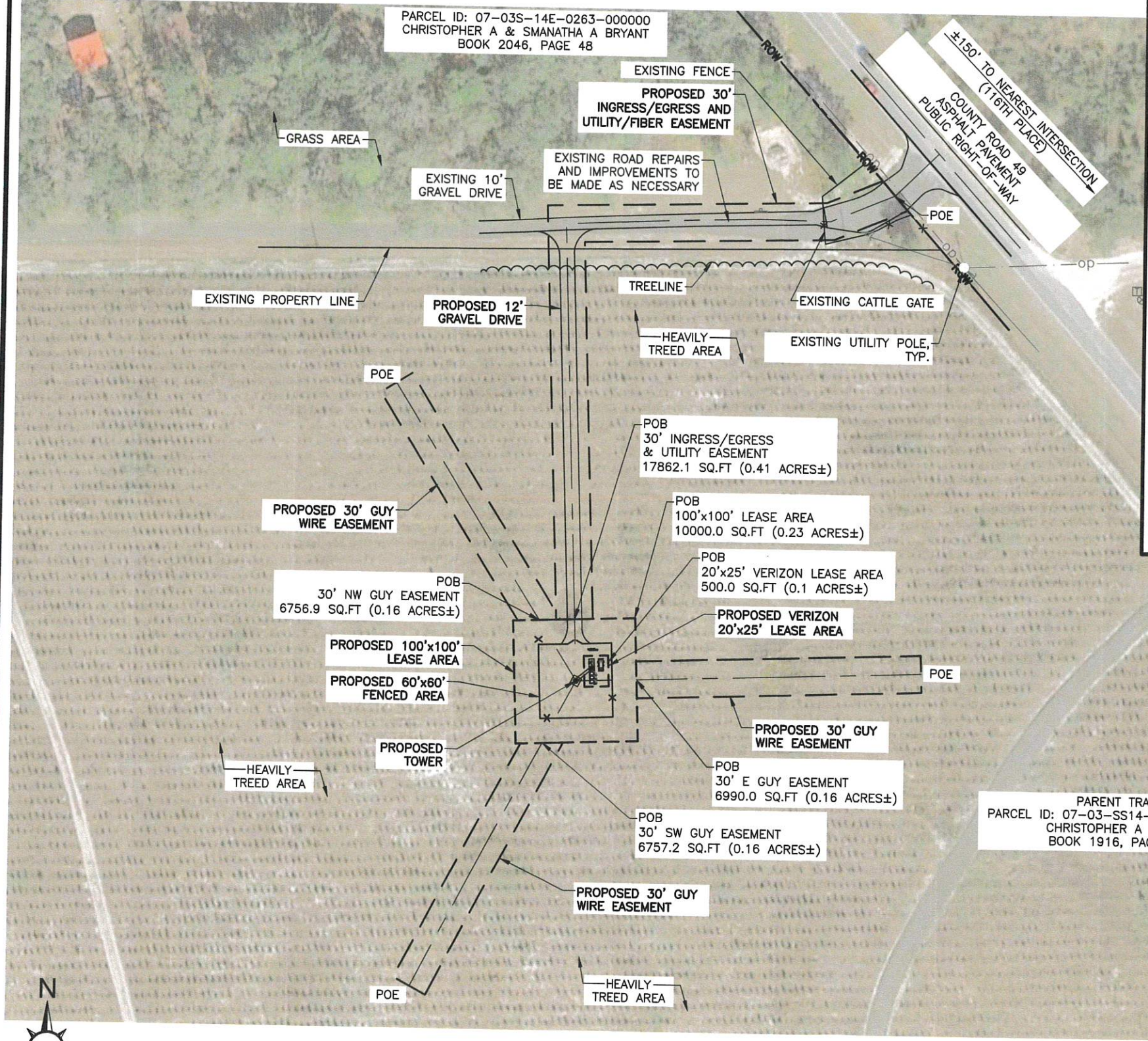
152 W. 57TH STREET
NEW YORK, NEW YORK 10019
TEL: 212-706-1677

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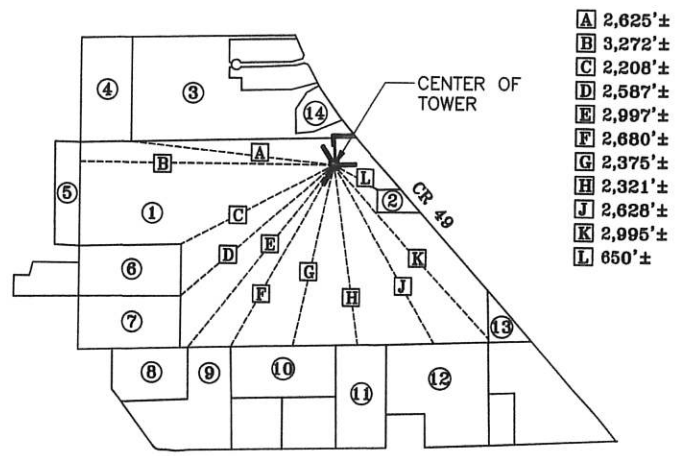


SITE NAME LIVE OAK
SITE NUMBER TI-OPP-20584
SMW#: 23-5092.1
FUZE ID: 17048033
DESIGNED: JDS DRAWN: CCC CHECKED: SM
SHEET NAME OVERALL SITE PLAN
SHEET NUMBER C-2

SUBJECT PROPERTY IS LOCATED IN PANEL # 12121C0280B, DATED SEPTEMBER 28, 2007 AND IS IN THE BASE FLOOD ZONE 'X' AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. FLOOD ELEVATION IS NOT DETERMINED.



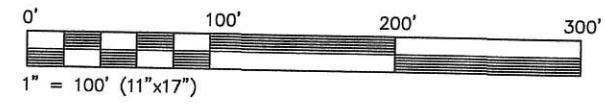
PARENT TRACT OVERVIEW NOT TO SCALE



- A 2,625'±
- B 3,272'±
- C 2,208'±
- D 2,587'±
- E 2,997'±
- F 2,680'±
- G 2,375'±
- H 2,321'±
- J 2,628'±
- K 2,995'±
- L 650'±

- | | |
|--|---|
| <ul style="list-style-type: none"> ① PARENT PARCEL
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CHRISTOPHER A BRYANT
BOOK 1916, PAGE 189 ② PID: 07-03S-14E-02633-001007
TIGER LAKE BAPTIST CHURCH
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CHRISTOPHER A & SAMANTHA A BRYANT
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DEED UNAVAILABLE ⑤ PID: 12-03S-13E-08590-000000
REGINA FORD ET. AL.
DEED UNAVAILABLE ⑥ PID: 07-03S-14E-02625-001000
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DEED UNAVAILABLE ⑦ PID: 07-03S-14E-02625-000000
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DEED UNAVAILABLE ⑨ PID: 18-03S-14E-02751-000010
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BOOK 854, PAGE 426 ⑩ PID: 18-03S-14E-02751-004000
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BOOK 2358, PAGE 272 ⑪ PID: 18-03S-14E-02752-000000
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|--|---|

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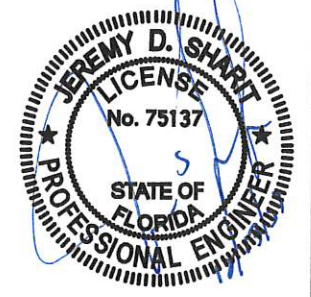


1 OVERALL SITE PLAN
C-2.1



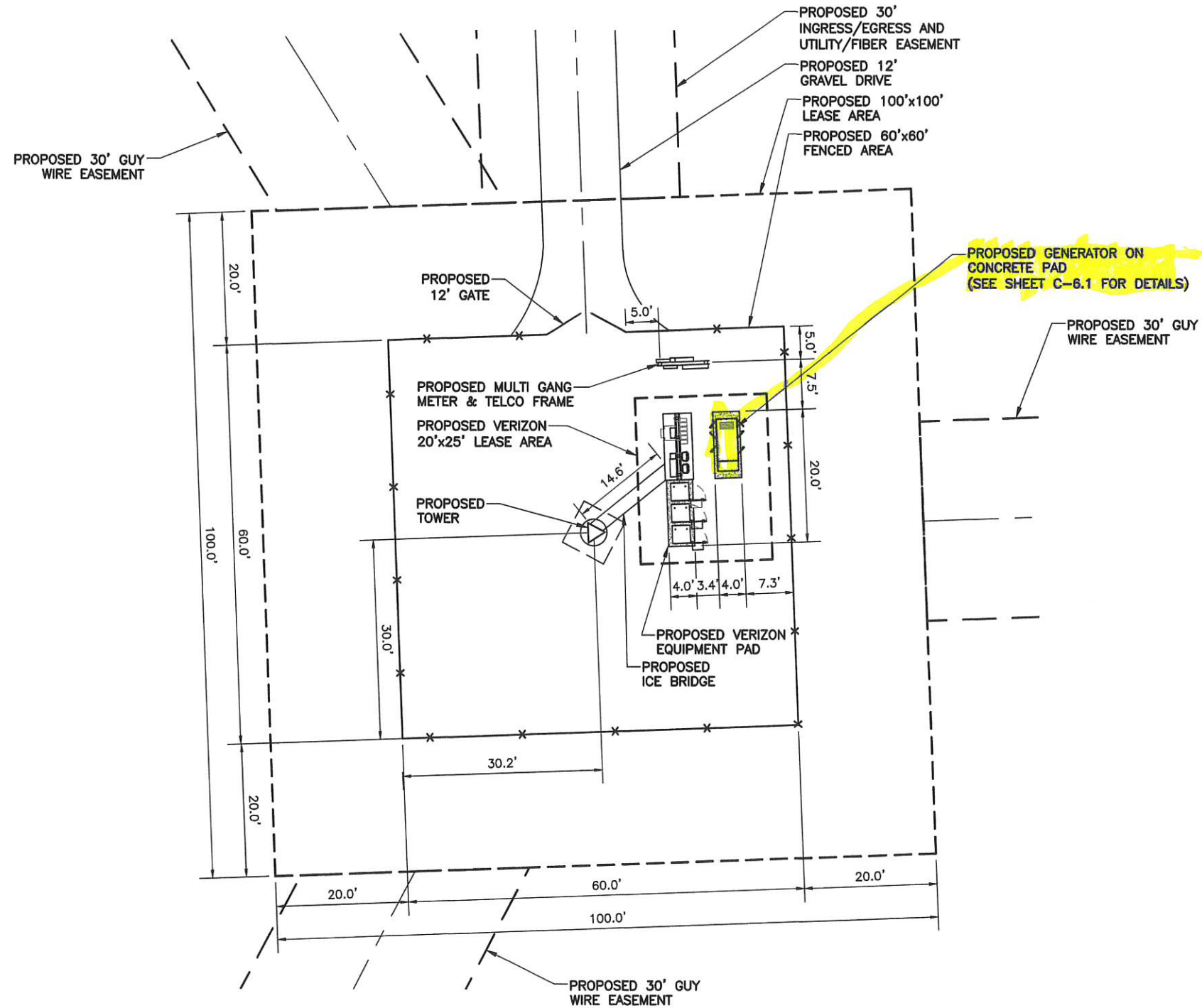
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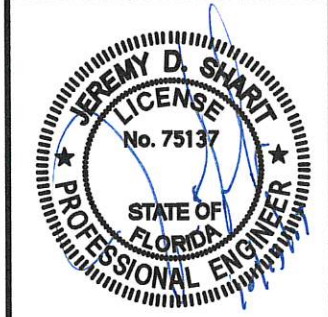
SITE NAME	LIVE OAK
SITE NUMBER	TI-OPP-20584
SMW#:	23-5092.1
FUZE ID:	17048033
DESIGNED:	JDS
DRAWN:	CCC
CHECKED:	SM
SHEET NAME	OVERALL SITE PLAN
SHEET NUMBER	C-2.1

EXISTING TREES TO BE REMOVED WITHIN COMPOUND AND EASEMENT. CONTRACTOR TO FIELD VERIFY BEFORE CONSTRUCTION



152 W. 57TH STREET
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SITE NAME
LIVE OAK
SITE NUMBER
TI-OPP-20584

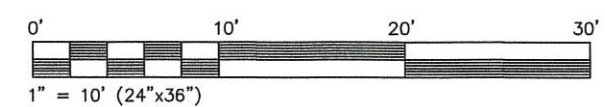
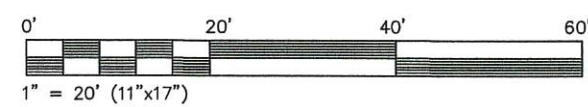
SMW#: 23-5092.1

FUZE ID: 17048033

DESIGNED: JDS
DRAWN: CCC
CHECKED: SM

SHEET NAME
DETAILED SITE PLAN

SHEET NUMBER
C-3



1
C-3 DETAILED SITE PLAN

SD050 | 4.5L | 50 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



Standby Power Rating
 50 kW, 63 kVA, 60 Hz

Prime Power Rating*
 45 kW, 56 kVA, 60 Hz

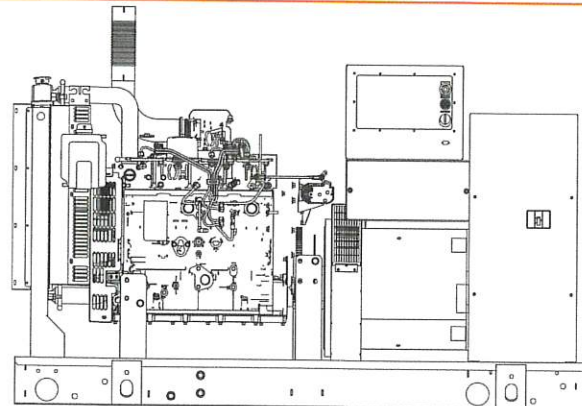


Image used for illustration purposes only



*EPA Certified Prime ratings are not available in the US or its Territories

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

- UL2200, UL508, UL489, UL142
- SAE J1349
- NEMA ICS10, MG1, 250, ICS6, AB1
- ANSI C62.41
- NFPA 37, 70, 99, 110
- NEC700, 701, 702, 708
- ISO 3046, 7637, 8528, 9001
- BS5514 and DIN 6271
- CSA C22.2
- IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

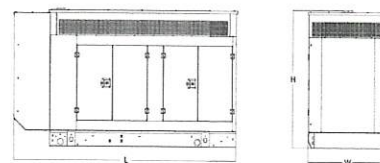
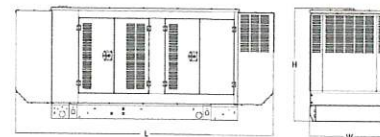
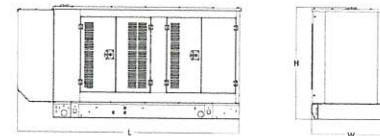
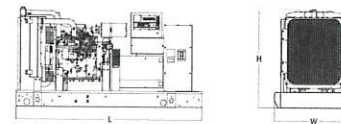
Generac is committed to ensuring our customers' service support continues after their generator purchase.

SPEC SHEET
1 of 6

SD050 | 4.5L | 50 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency



DIMENSIONS AND WEIGHTS*



OPEN SET (Includes Exhaust Flex)

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	-	76.0 (1,930) x 37.0 (940) x 53.0 (1,346)	1,996 (905)
13	54 (204)	76.0 (1,930) x 37.0 (940) x 66.0 (1,676)	2,476 (1,123)
32	132 (500)	76.0 (1,930) x 37.0 (940) x 78.0 (1,981)	2,706 (1,227)
51	211 (799)	76.0 (1,930) x 37.0 (940) x 90.0 (2,286)	2,915 (1,322)
72	300 (1,136)	93.0 (2,362) x 37.0 (940) x 94.0 (2,388)	2,978 (1,351)
122	510 (1,931)	117.0 (2,972) x 47.0 (1,194) x 96.0 (2,438)	3,361 (1,525)

WEATHER PROTECTED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	-	95.0 (2,413) x 38.0 (965) x 50.0 (1,270)	2,298 (1,042)
13	54 (204)	95.0 (2,413) x 38.0 (965) x 63.0 (1,600)	2,778 (1,260)
32	132 (500)	95.0 (2,413) x 38.0 (965) x 75.0 (1,905)	3,008 (1,364)
51	211 (799)	95.0 (2,413) x 38.0 (965) x 87.0 (2,210)	3,217 (1,459)
72	300 (1,136)	95.0 (2,413) x 38.0 (965) x 91.0 (2,311)	3,280 (1,488)
122	510 (1,931)	117.0 (2,972) x 47.0 (1,194) x 93.0 (2,362)	3,663 (1,662)

LEVEL 1 SOUND ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	-	112.0 (2,845) x 38.0 (965) x 50.0 (1,270)	2,451 (1,112)
13	54 (204)	112.0 (2,845) x 38.0 (965) x 63.0 (1,600)	2,931 (1,329)
32	132 (500)	112.0 (2,845) x 38.0 (965) x 75.0 (1,905)	3,161 (1,434)
51	211 (799)	112.0 (2,845) x 38.0 (965) x 87.0 (2,210)	3,370 (1,529)
72	300 (1,136)	112.0 (2,845) x 38.0 (965) x 91.0 (2,311)	3,433 (1,557)
122	510 (1,931)	135.0 (3,429) x 47.0 (1,194) x 93.0 (2,362)	3,816 (1,731)

LEVEL 2 SOUND ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	-	95.0 (2,413) x 38.0 (965) x 62.0 (1,575)	2,456 (1,114)
13	54 (204)	95.0 (2,413) x 38.0 (965) x 75.0 (1,905)	2,936 (1,332)
32	132 (500)	95.0 (2,413) x 38.0 (965) x 87.0 (2,210)	3,166 (1,436)
51	211 (799)	95.0 (2,413) x 38.0 (965) x 99.0 (2,515)	3,375 (1,531)
72	300 (1,136)	95.0 (2,413) x 38.0 (965) x 103.0 (2,616)	3,438 (1,559)
122	510 (1,931)	117.0 (2,972) x 47.0 (1,194) x 105.0 (2,667)	3,821 (1,733)

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

Generac Power Systems, Inc. | P.O.Box 8 | Waukesha, WI 53189
 P: (262) 544-4811 ©2019 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice.

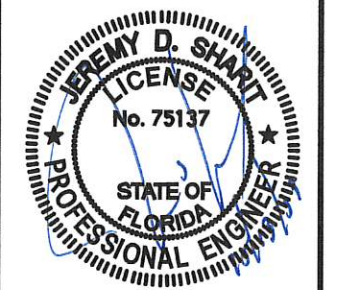
Part No. 0191740SBY
 Rev. D 04/04/19

SPEC SHEET
6 of 6



152 W. 57TH STREET
 NEW YORK, NEW YORK 10019
 TEL: 212-706-1677

#	DATE	DESCRIPTION:
0	06/07/23	ISSUED FOR CLIENT REV.
1	10/19/23	ISSUED FOR CLIENT REV.
2	12/13/23	ISSUED FOR CONSTRUCTION



SITE NAME
 LIVE OAK
 SITE NUMBER
 TI-OPP-20584

SMW#: 23-5092.1

FUZE ID: 17048033

DESIGNED: JDS
 DRAWN: CCC
 CHECKED: SM

SHEET NAME
 GENERATOR SPECS

SHEET NUMBER
C-6.1

DETAILS BY OTHER NOTE:
 DETAILS SHOWN ON THIS PAGE WERE PROVIDED BY OTHERS AND ARE NOT CARRIED UNDER THE SIGNATURE AND SEAL OF SMW AND/OR IT'S ENGINEERS

0J8316D

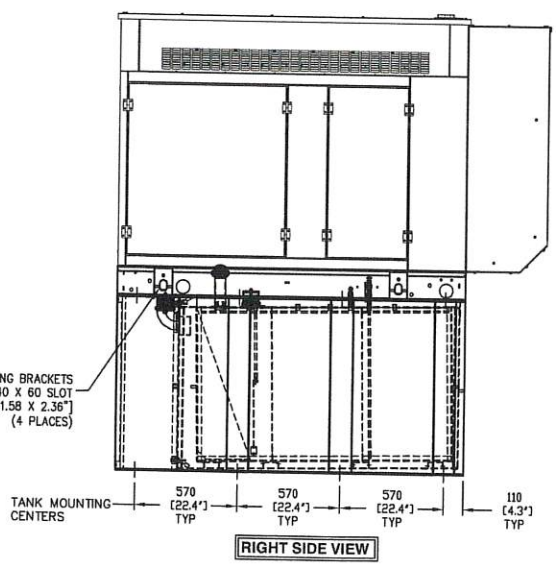
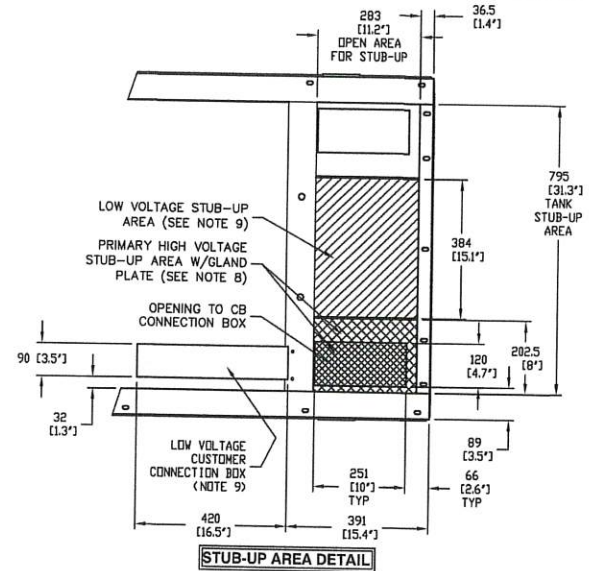
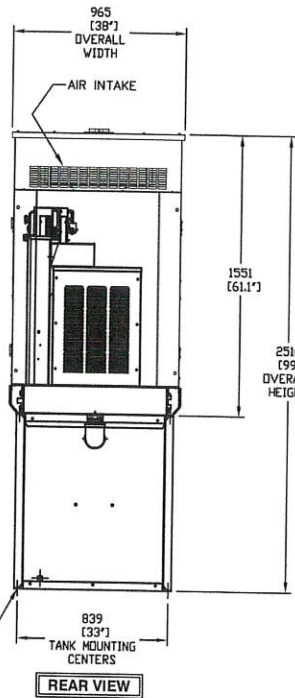
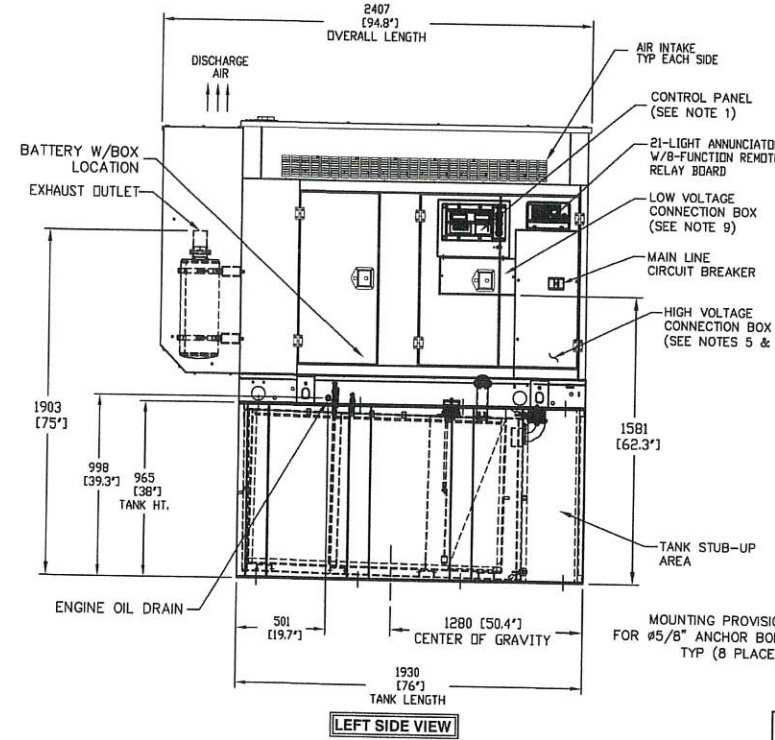
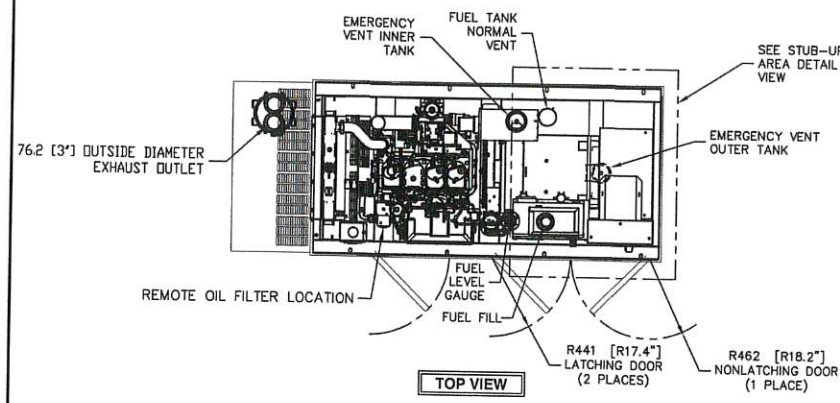
#	DATE	DESCRIPTION
0	06/07/23	ISSUED FOR CLIENT REV.
1	10/19/23	ISSUED FOR CLIENT REV.
2	12/13/23	ISSUED FOR CONSTRUCTION



SITE NAME	LIVE OAK
SITE NUMBER	TI-OPP-20584
SMW#:	23-5092.1
FUZE ID:	17048033
DESIGNED:	JDS
DRAWN:	CCC
CHECKED:	SM

SHEET NAME
GENERATOR SPECS

SHEET NUMBER
C-6.2



RECOMMENDED ELECTRICAL STUB-UPS (SEE DETAILED VIEW & TOP VIEW)

DESCRIPTION	INSIDE BASE
HIGH VOLTAGE STUB-UP AREA	
1) AC LOAD LEAD CONDUIT AREA.	
2) 120/240 VAC FROM UTILITY FOR OPTIONAL LOADS SUCH AS GFCI OUTLET, BLOCK HEATER, BATTERY CHARGER, AND OTHER 120/240 VAC OPTIONS.	
(GLAND PLATE INCLUDED)	
LOW VOLTAGE STUB-UP AREA	
1) TRANSFER SWITCH/COMMUNICATIONS CONDUITS. COMMUNICATIONS AND 2-WIRE START MUST NOT BE RUN IN CONDUIT WITH AC WIRING.	
(SEE NOTE 9)	

- NOTES:
- CONTROL PANEL W/BATTERY CHARGER. THREE PRONG CORD COMING OUT OF CONTROL PANEL IS FOR THE BATTERY CHARGER.
 - 1500W 120VAC ENGINE BLOCK HEATER W/CORD.
 - 12 VOLT NEGATIVE GROUND SYSTEM.
 - OPTIONAL REMOTE EMERGENCY STOP SHIPPED LOOSE WITH GENERATOR.
 - GENERATOR MUST BE GROUNDED.
 - CENTER OF GRAVITY & WEIGHT MAY SHIFT SLIGHTLY DUE TO UNIT OPTIONS.
 - STUB-UPS: BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
 - HIGH VOLTAGE STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTION TO THE MAIN LINE CIRCUIT BREAKER (MLCB), THE NEUTRAL CONNECTION, AND AUXILIARY 120/240V CONNECTION.
 - CONNECTION POINTS FOR CONTROL WIRES. BOTTOM OF LOW VOLTAGE CUSTOMER CONNECTION BOX HAS KNOCKOUTS FOR 1/2" AND 3/4" CONDUIT FITTINGS.
 - MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
 - MUST ALLOW FREE FLOW OF INTAKE AIR. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
 - ENCLOSED SETS - GENERATOR SET MUST BE INSTALLED SUCH THAT DISCHARGE AIR IS NOT RECIRCULATED.
 - IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS.
 - 210 GALLON USEABLE CAPACITY BASE TANK STANDARD WITH GENERATOR.
 - UNIT IS SHIPPED WITH FUEL SUPPLY AND RETURN LINES DISCONNECTED AND PLUGGED BETWEEN ENGINE AND FUEL TANK. THIS HAS BEEN DONE TO FACILITATE PRESSURE TESTING OF THE TANK IN THE FIELD. FOR INFORMATION REGARDING CONNECTING THE FUEL SUPPLY AND RETURN LINES PRIOR TO START UP, SEE THE FUEL TANK FIELD TESTING PROCEDURE (05082) SUPPLIED IN THE TANK LOOSE VENTS KIT, WHICH IS SHIPPED WITH THIS GENERATOR.
 - SEE DRAWING 0C3850 FOR DUCT REMOVAL. REMOVAL OF FRONT DUCT WILL PROVIDE ACCESS TO MUFFLER FOR SERVICING.

WEIGHT DATA (INCLUDES WOODEN SHIPPING SKID)
ENCLOSED GENERATOR WITH EMPTY FUEL TANK - 1700kg (3750 lbs)
UNITS: mm [INCHES]

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS.
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INSTALLATION D4.5L G17 50KW
ENCLOSED LEVEL 2A - SSM Y02
WITH 3 FT 210 GALLON BASE TANK
ISSUE DATE: 2/18/13

GENERAC POWER SYSTEMS	
Waukesha	
P.O. BOX 8 WAUKESHA, WIS. 53187	
FILE NAME	0J8316D.DWG
SCALE	NTS
DWG NO.	0067160
SIZE	B
REV	B

INSTALLATION DRAWING

DETAILS BY OTHER NOTE:
DETAILS SHOWN ON THIS PAGE WERE PROVIDED BY OTHERS AND ARE NOT CARRIED UNDER THE SIGNATURE AND SEAL OF SMW AND/OR IT'S ENGINEERS

SUWANNEE COUNTY
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, CONCERNING AN APPLICATION FOR A SPECIAL PERMIT FOR AN ESSENTIAL SERVICE, AS AUTHORIZED UNDER SECTION 14.11 OF ORDINANCE 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; GRANTING A SPECIAL PERMIT FOR AN ESSENTIAL SERVICE (323 FEET COMMUNICATIONS TOWER AND ASSOCIATED EQUIPMENT) ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, as amended, entitled Suwannee County Land Development Regulations, hereinafter referred to as the County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the Board of County Commissioners, to grant special permits for essential services as authorized under Section 14.11 of the County's Land Development Regulations;

WHEREAS, an application, SP-24-02-01, for a special permit for an essential service (323 feet communications tower and associated equipment), as described below, has been filed with the County;

WHEREAS, pursuant to the County's Land Development Regulations, the Board of County Commissioners held the required public hearing with due public notice having been provided on said application, as described below, for a special permit for said telecommunications tower and associated equipment, and has considered all comments received during said public hearing concerning said application, as described below, for a special permit for said telecommunications tower and unmanned communications facility;

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.11 of the County's Land Development Regulations to grant a special permit for said 323 feet communications tower and associated equipment;

WHEREAS, the Board of County Commissioners has determined and found that:

- a. The need exists for a 323 feet communications tower and associated equipment at this location;
- b. The location of a 323 feet communications tower and associated equipment on the property described below is in the public interest;
- c. The location of the 323 feet communications tower on the property is not within required setbacks of said property line; and
- d. The application for a special permit for a 323 feet communications tower and associated equipment on the property described below is in compliance with the provisions of Section 14.11 of the County's Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application by Chip Flowers, authorized agent for Christopher and Samantha Bryant, to request a special permit for an essential service (323 feet communications tower and associated equipment), as provided for in Section 14.11 of the County's Land Development Regulations on certain lands within the County described as follows:

THE NW1/4 OF SW1/4 & E1/2 OF SW1/4 & SE1/4 LYING WEST OF CR 49 LESS FOR POINTT OF REFERENCE COMMENCE AT THE NW CORNER OF NE1/4 OF SE1/4 & RUN S 00 DEG 30'56" WEST ALONG THE WEST LINE OF SAID NE1/4 OF SE1/4 A DISTANCE OF 661.43 FT TO POB THENCE RUN N 88 DEG 39'20" EAST ALONG THE NORTH LINE OF SAID S1/2 OF N1/2 OF SE1/4 A DISTANCE OF 172.93 FEET TO THE WEST R/W LINE OF CR 49 THENCE RUN SOUTH 41 DEG 26'00" EAST ALONG SAID WEST R/W LINE A DISTANCE OF 408.02 FEET THENCE RUN SOUTH 88 DEG 41'13" WEST A DISTANCE OF 564.18 FEET THENCE RUN N 00 DEG 30'56" EAST A DISTANCE OF 312.01 FEET TO SAID NORTH LINE THENCE RUN NORTH 88 DEG 39'20" EAST ALONG SAID NORTH LINE A DISTANCE OF 118.37 FT TO POB. ALL LYING IN SECTION 7 TOWNSHIP 3 SOUTH RANGE 14 EAST CONTAINING 239.85 ACRES.

The Board of County Commissioners hereby grants a special permit for an essential service (323 feet telecommunications tower and associated equipment) for said property subject to the conditions, if any, listed on Attachment I.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the Board of County Commissioners.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

Attest:

Travis Land, Chairman

Barry Baker, Clerk

Attachment I

1. That Suwannee County shall be granted co-location use of the tower, at no charge, for purposes of locating emergency communications equipment, if requested at a minimum height of 90 feet.
2. Backup generation power shall be provided for the tower and any co-location permits.

SUWANNEE COUNTY

Planning & Zoning

Executive Summary Vacation of O'Brian Plat

Objective: Approval a request to vacat a portion of the record plat of O'Brian as recorded in Plat Book 1 Page 53 of Suwannee County, Florida.

Considerations: An application for the vacation of a portion of the recorded plat of O'Brian was received by our office. As required by Florida Statutes 177, the applicant advertised their notice on intent to file with the County. Vacating this portion of the subdivision will revert the property back to acreage and also close the roads and alleyways containg within the boundary of the request.

Recommendation: We do not object to vacating the portion of the plat as requested and reverting the property back to acreage.

Respectfully submitted,



Ron Meeks,

Development Services Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR SUWANNEE COUNTY, FLORIDA**

CASE NO. 2023- N/A

In re: Petition for Adoption of Resolution Vacating
Plat for Obrian Subdivision, a/k/a O'Brien
Estates, filed in Plat Book 1, Page 53, Public
Records of Suwannee County, Florida.

PETITION FOR VACATION OF PLAT

The Petitioners, Roy Dale McCall, a/k/a Dale R. McCall, and Lon Keith McCall, a/k/a Keith L. McCall, through the undersigned counsel, respectfully petition this Honorable Board of County Commissioners pursuant to §177.101, Florida Statutes, for adoption of a Resolution vacating the subdivision plat described herein. In support of this Petition, the Petitioners would respectfully show as follows:

1. The legal description for the real property plat with respect to which the Petitioners seek a Resolution of vacation is described as follows:

Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52, of O'BRIAN, a subdivision (a/k/a O'Brien Estates), in accordance with that certain plat filed of record with the Clerk of Court in Plat Book 1, Page 53, in Section 20, Township 5 South, Range 14 East, Suwannee County, Florida. ("Obrian Plat").

2. The Petitioners are the legal owners of the platted subdivision lands in question by virtue of the following deraignment of title:

a. On November 25, 1974, by Warranty Deed, R. R. Barber and Delma Leona McClellan Barber, husband and wife, conveyed the Property to R. R. Barber and Delma Leona McClellan Barber, husband and wife, to create a tenancy by the entirety, said Deed being recorded in Official Record Book 121, Pages 512 through 514, Public Records of Suwannee County, Florida.

- b. R. R. Barber, was the unremarried widower of Delma Leona McClellan Barber who died on November 30, 1974.
- c. Roy Renzo Barber died on April 19, 1999, and his Last Will and Testament dated January 21, 1999, was admitted to probate in Suwannee Circuit Case No. 1999-092-CP. The Last Will and Testament bequeathed all of the decedent's real and personal property to Myrna Leona Barber, a/k/a Myrna Barber McCall, Alice Faye Mathews, Lon Keith McCall, Roy Dale McCall and Bryan Todd McCall, in equal shares.
- d. On September 16, 1999, by Personal Representative's Deed, Sandra K. Hass as Personal Representative of the Estate of Roy Renzo Barber, deceased, intended to convey all of the Property held by the decedent at the time of his death to Myrna Leona Barber, a/k/a Myrna Barber McCall, said Deed being recorded in Official Record Book 764, Pages 308 through 311, Public Records of Suwannee County, Florida.
- e. On April 1, 2021, by Enhanced Life Estate Deed, Myrna Leona Barber, a/k/a Myrna Barber McCall, a single woman, conveyed all of her interest in the real property described including the platted real property described in paragraph 1 hereof to Roy Dale McCall, Lon Keith McCall and Bryan Todd McCall, said Deed being recorded in Official Record Book 2256, Pages 46 through 50, Public Records of Suwannee County, Florida.
- f. On May 12, 2021, by Warranty Deed, Bryan Todd McCall conveyed all of his interest in the real property described therein to Roy Dale McCall and Lon Keith

McCall, said Deed being recorded in Official Record Book 2266, Pages 396 through 398, Public Records of Suwannee County, Florida.

- g. On May 9, 2023, by Quit Claim Deed, Bryan Todd McCall conveyed all of his interest in the real property described therein to Roy Dale McCall and Lon Keith McCall, said Deed being recorded in Official Record Book 2438, Pages 428 through 433, Public Records of Suwannee County, Florida.

3. The adoption by this Honorable Board of County Commissioners of a Resolution vacating the Obrian Plat will not affect the ownership or any rights of any person or entity including the right of access as no other person holds any interest in the real property referenced as Obrian Plat.

4. At no time after the Obrian Plat was accepted by a previous Board of County Commissioners have any road, streets, alleyways, lots, homes, improvements or any other structures or features been constructed or placed on any portion of the real property known as Obrian Plat. None of the streets shown on Obrian Plat are in actual use nor are they part of the Suwannee County Road System.

5. The Petitioners and their predecessors in title have paid all ad valorem, special assessment and other taxes associated with Obrian Plat, and no taxes of any kind are unpaid or outstanding at this time.

6. The adoption of a Resolution of Vacation of Obrian Subdivision will not affect the ownership of any other persons, inasmuch as the Petitioners are the sole owners of the real property referenced herein as Obrian Plat. In addition, such a Resolution by this Honorable Board will not affect the ownership or right of convenient access of any persons owning any lands adjoining any part of the platted subdivision in question.

7. At the time this Petition will come before this Honorable Board, the Petitioners will show by a valid Affidavit in Proof of Publication that their intention to apply to this Board to vacate plat has been published as a legal notice in a newspaper of general circulation in Suwannee County, Florida, in which the real property known as Obrian Plat is located not less than once a week for two consecutive weeks in accordance with the following notice:

**NOTICE OF INTENT TO PETITION FOR
VACATION OF SUBDIVISION**

Notice is hereby given that the undersigned will petition the Board of County Commissioners of Suwannee County, Florida, pursuant to Section 5.13 of the Suwannee County Land Development Regulations and Chapters 177 and 336, Florida Statutes, as amended, for vacation of the following Subdivision:

Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52, of OBRIAN, a subdivision (a/k/a O'Brien Estates), in accordance with that certain plat filed of record with the Clerk of Court in Plat Book 1, Page 53, in Section 20, Township 5 South, Range 14 East, Suwannee County, Florida. ("Obrian Plat").

Comments regarding this application should be addressed to Mr. Ronald Meeks, Suwannee County Planning and Zoning Executive Director, 224 Pine Avenue, Live Oak, Florida 32064.

Dates of Publications: October 17 and 24, 2023.

Roy Dale McCall
a/k/a Dale R. McCall
Petitioner

Lon Keith McCall
a/k/a Keith L. McCall
Petitioner

8. Upon adoption of a Resolution vacating the above-described subdivision plat, the Petitioners respectfully request that this Honorable Board direct the Clerk of the Circuit Court of Suwannee County, Florida to affix upon the face of the plat an appropriate notice that the above described property has been vacated.

WHEREFORE, the Petitioners, Roy Dale McCall, a/k/a Dale R. McCall, and Lon Keith McCall, a/k/a Keith L. McCall, through the undersigned counsel, respectfully petition this Honorable Board of County Commissioners pursuant to §177.101, Florida Statutes, to adopt a Resolution vacating the subdivision plat described herein.

Roy Dale McCall
Roy Dale McCall, a/k/a Dale R. McCall

Lon Keith McCall
Lon Keith McCall, a/k/a Keith L. McCall

**STATE OF FLORIDA
COUNTY OF SUWANNEE**

The foregoing Petition was acknowledged before me this 3rd day of ~~October~~ ^{November}, 2023, by the Petitioners, Roy Dale McCall, a/k/a Dale R. McCall, and Lon Keith McCall, a/k/a Keith L. McCall, who produced government-issued photo identification.

Notary Stamp:



Hannah Sparks
Notary Public
Printed Name: Hannah Sparks

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR SUWANNEE COUNTY, FLORIDA**

CASE NO. 2024-_____

In re: Petition for Adoption of Resolution Vacating
Plat for Obrian Subdivision, a/k/a O'Brien
Estates, filed in Plat Book 1, Page 53, Public
Records of Suwannee County, Florida.

APPLICATION FOR VACATION/ANNULMENT OF PLAT

THE UNDERSIGNED, Roy Dale McCall, a/k/a Dale R. McCall, and Lon Keith McCall, a/k/a Keith L. McCall, through the undersigned counsel, respectfully apply to the Board of County Commissioners of Suwannee County, Florida, for vacation or annulment of all of a recorded plat known as "OBRIAN Plat." In support of this Application, the undersigned would respectfully show as follows:

1. **Name of Subdivision:**

OBRIAN according to the Plat thereof filed Plat Book 1, Page 53, in the Office of the Clerk of Court, Suwannee County Florida.

2. **Legal Description of Property:**

Suwannee County Property Appraiser Parcel No. 20-05S-14E-03611-0000:

Beginning in the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, at a point in the East line of a strip of land conveyed to the County of Suwannee from the Atlantic Coast Line Railroad Company under deed dated February 7, 1928, recorded in Deed Book 16, page 146, of the public records of Suwannee County, Florida, said point being 1570 feet Northwardly, measured along the center line of said railroad company's main track, from mile post R-689 and 166 feet Eastwardly, measured at right angles from said center line; running thence Northwardly, parallel with said center line and along the East line said strip of land 638 feet; thence Eastwardly, at right angles from the preceding course, 144 feet; thence Southwardly, at right angles from the preceding course, 210 feet; thence Eastwardly, at right angles from the preceding course, 290 feet; thence Southwardly, at right angles from the preceding course, 428 feet; thence Westwardly, at right angles from the preceding course, 434 feet to the Point of Beginning.

And

Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52, O'Brien, Florida, in Section 20, Township 5 South, Range 14 East, Suwannee County, Florida.

And

Beginning at the Northeast corner of the SW 1/4 of Section 20, Township 5 South, Range 14 East, and run West 1070 feet to the Railroad right-of-way, thence South along said right-of-way 210 feet, thence East 1070 feet, thence North 210 feet to the Point of Beginning, containing 5 acres, more or less.

LESS AND EXCEPT the following described parcels:

A. Begin at the Southwest corner of the NE 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida; thence N 00°37'46" W, a distance of 1011.64 feet to a marker; thence N 83°56'29" E, 868.00 feet to a set marker; thence S 02°30'22", a distance of 1096.00 feet to a set marker; thence S 89°28'31" W, a distance of 900.00 feet to a set marker and the POINT OF BEGINNING.

Less that parcel of land described as follows:

Begin at the Southwest corner of the NE 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, thence N 89°28'31" E, along the South Boundary of the NE 1/4, 900.00 feet to a set marker for the POINT OF BEGINNING; thence run N 02°30'59" W, along the East boundary of land described in Official Record Book 344, Page 471, a distance of 564.36 feet; thence run S 89°28'31" W, parallel with the South boundary, 386.16 feet; thence run S 02°30'59" E, parallel with the East boundary 564.36 feet to the South boundary of the NE 1/4; thence run N 89°28'31" E, along the South boundary 386.16 feet back to the POINT OF BEGINNING.

B. For POINT OF BEGINNING: Commence at the Southeast corner of the NW 1/4 of Section 20, Township 5 South,

Range 14 East, thence N 00°37'46" W along the East line of the NW 1/4 of said Section a distance of 986.87 feet; thence S 84°28'16" W, a distance of 370.28 feet; thence S 00°37'46" E, a distance of 954.58 feet to the South line of the NW 1/4 of said section; thence continue S 00°37'46" E, a distance of 210.00 feet; thence N 89°28'31" E, parallel with the South line of the NW 1/4 of said Section a distance of 368.93 feet to the East line of the SW 1/4 of said Section; thence N 00°37'46" W along said East line, a distance of 210.00 feet to close on the POINT OF BEGINNING.

C. For point of reference, commence at a found 3-1/2" x 3-1/2" concrete monument located at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and run S 89°23'01" E, along the North line thereof, a distance of 1396.74 feet to a set 1/2" iron rod located on the Easterly right of way line of State Road No. 249 (66-foot right of way); thence run S 05°32'50" East, along said Easterly right of way line, a distance of 1900.25 feet to a set 1/2" iron rod and the Point of Beginning; from the Point of Beginning thus described, run N 84°27'10" E a distance of 144.00 feet to a found 4" x 4" concrete monument; thence run S 05°32'50" E a distance of 6.81 feet to a set 1/2" iron rod; thence run N 84°27'10" E a distance of 145.00 feet to a set 1/2" iron rod; thence run N 05°32'50" W a distance of 6.81 feet to a set 1/2" iron rod; thence run N 84°27'10" E a distance of 61.00 feet to a set 1/2" iron rod; thence run S 05°32'50" E a distance of 200.00 feet; thence run S 84°27'10" W a distance of 350.00 feet to a set 1/2" iron rod located on said Easterly right of way line of State Road No. 249; thence run N. 05°32'50" W, along said Easterly right of way line, a distance of 200.00 feet to the Point of Beginning.

D. A tract of land located in O'Brien, Suwannee County, Florida, more particularly described as follows:

COMMENCE at Mile Post No. R-689 on the center line of the Atlantic Coastline Railroad main track and run N 5°32'50" W along said center line of Atlantic Coastline Railroad 2167.52 feet to the south line of Troy Street; thence N 84°27'10" E along said South line of Troy Street 166.00 feet to its intersection with the Easterly right-of-way line of State Road 249 (U.S. Highway 129); thence run N 84°27'10" E along said South line of Troy Street 144.00 feet and to the POINT OF BEGINNING; thence S 5°32'50" E 162.5 feet; thence run East 105 feet; thence run North 162.5 feet to the South right-of-way line of Troy Street; thence run West along the South right-of-way line of Troy Street 105 feet to the POINT OF BEGINNING and, said lands being also described as:

COMMENCE at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and run S 89°23'14" E along the North line of said Section, 1396.63 feet to the Easterly right-of-way line of State Road No. 249 (U.S. Highway 129); thence run S 5°32'50" E along said right-of-way line, 1737.75 feet to the intersection of the South right-of-way line of Troy Street; thence run N 84°27'10" E along said South right-of-way line of Troy Street 144.00 feet and the POINT OF BEGINNING; thence S 5°32'50" E 162.5 feet; thence run East 105 feet; thence run North 162.5 feet to the South right-of-way line of Troy Street; thence run West along the South right-of-way line of Troy Street 105 feet to the POINT OF BEGINNING, and said lands lying wholly within the SE 1/4 of the NW 1/4 Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and being a part of a tract of land deeded to R. R. Barger and Delma Leona McClellan Barber by Atlantic Coast Line Railroad Company by deed dated December 9, 1958, recorded in Official Record Book 116, beginning at Page 169, Public Records of Suwannee County, Florida.

E. Section 20, Township 5 South, Range 14 East, Suwannee County, Florida:

Commence at mile post No. R-689 on the centerline of the Atlantic Coastline Railroad main track and run N 05°32'50" W along said centerline of Atlantic Coastline Railroad, 2167.52 feet to the South line of Troy Street; thence N 84°27'10" E along said South line of Troy Street, 166.00 feet to its intersection with Easterly right-of-way line of State Road No. 249 (U.S. Highway 129) and the Point of Beginning; thence N 84°27'10" E along said South line of Troy Street, 144.00 feet; thence S 05°32'50"E, 165.00; thence S 84°27'10" W, 144.00 feet to said Easterly right-of-way line of State Road No. 249 (U.S. Highway 129); thence N 05°32'50" W along said Easterly right-of-way line, 165.00 feet to the Point of Beginning.

Said lands also being described as:

Commence at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida and run S 89°23'14" E along the North line of said Section, 1396.63 feet to the Easterly right-of-way line of State Road 249 (U.S. Highway 129); thence run S 05°32'50" E along the said right-of-way line, 1737.75 feet to the intersection of the Southerly right-of-way line of Troy Street and the Point of Beginning; thence run N 84°27'10" E along said Southerly right-of-way line of Troy Street, 144.00 feet; thence S 05°32'50" E, 165.00 feet; thence S 84°27'10" W, 144.00 feet to said Easterly right-of-way line of State Road No. 249 (U.S.

Highway 129); thence N 05°32'50" W, along said Easterly right-of-way line of State Road No. 249 (U.S. Highway 129), a distance of 165.00 feet to the Point of Beginning.

Said lands lying wholly within the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and being a part of a tract of land deeded to R.R. Barber and Delma Leona McClellan Barber by Atlantic Coast Line Railroad Company by deed dated December 9, 1958, recorded in Official Records Book 116, page 169, Public Records of Suwannee County, Florida.

F. Beginning at a point "immediately" on South edge of Troy Street 310 feet from the centerline of the ACL main line railroad tracks; thence running East 290 feet; thence run South 162 feet; thence West 290 feet; thence run North 160 feet to a Point of Beginning, LESS one lot in the Southwest Corner 52-1/2 feet North and South by 105 feet East and West. Also, LESS two lots in the Northwest corner together being 105 feet by 105 feet. All lying East of ACL Railroad and further known as the tract deeded to G.G. Register by S.F. and W.R.R. and more fully described as being in the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida.

See, attached Final Summary Judgment and Property Appraiser's Worksheet.

3. **Approximate Area of Subdivision:**

11.78 Acres.

4. **Total Number of Lots or Parcels:**

Sixteen (16) Lots.

5. **Owners' Names, Addresses and Telephone Number:**

Roy Dale McCall
15396 194th Place
O'Brien, Florida 32071
Telephone: (386) 688-0882

Lon Keith McCall
6229 Bombadil Drive
Tallahassee, Florida 32303
Telephone: (850) 445-8689

6. **Owners' Agent's Name, Address and Telephone Number:**



Andrew J. Decker, III
Andrew J. Decker, III, PLLC
Florida Bar No. 267211
320 White Avenue, S.E.
Live Oak, Florida 32064
Telephone: (386) 364-4440
Email: andy@decker.law
Agent and Attorney for Applicants

STATE OF FLORIDA,
COUNTY OF: COLUMBIA COUNTY

Before the undersigned authority personally appeared Todd Wilson, who on oath says that he or she is Publisher of the Lake City Reporter, a newspaper published at Lake City in Columbia County, Florida; that the attached copy of advertisement, being a

legal
in the matter of Notice of Intent to
Petition for Vacation of
Subdivision
in the _____ Court, was published
in said newspaper by print in the issues of _____
November 29, 2023
December 6, 2023

or by publication on the newspaper's website, if
authorized, on November 29, 2023
December 6, 2023

Affiant further says that the newspaper
complies with all legal requirements for
publication in chapter 50, Florida Statutes.

Todd Wilson

Sworn to and subscribed before me this 6 day of
December, A.D. 2023, by Todd Wilson,
who is personally known to me.

Kathleen A. Riotta
(signature of Notary Public)



KATHLEENA A. RIOTTO
Commission # HH 282049
Expires August 20, 2028

NOTICE OF INTENT TO PETITION FOR VACATION OF SUBDIVISION

NOTICE IS HEREBY GIVEN that the undersigned will petition the Board of County Commissioners of Suwannee County, Florida, pursuant to Section 5.13 of the Suwannee County Land Development Regulations and Chapters 177 and 336, Florida Statutes, as amended, for vacation of the following Subdivision:

Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52, of O'BRIAN, a subdivision (a/k/a O'Brien Estates), in accordance with that certain plat filed of record with the Clerk of Court in Plat Book 1, Page 53, in Section 20, Township 5 South, Range 14 East, Suwannee County, Florida. ("Obrian Plat").

Comments regarding this application should be addressed to Mr. Ronald Meeks, Suwannee County Planning and Zoning Executive Director, 224 Pine Avenue, Live Oak, Florida 32064.

Dates of Publications: November 29 and December 6, 2023.

/s/ Roy Dale McCall
Roy Dale McCall
a/k/a Dale R. McCall
Petitioner
/s/ Lon Keith McCall
Lon Keith McCall
a/k/a Keith L. McCall
Petitioner

789870
November 29, 2023
December 6, 2023

IN THE CIRCUIT COURT, THIRD
JUDICIAL CIRCUIT, IN AND FOR
SUWANNEE COUNTY, FLORIDA.

CASE NO. 2023-159-CA,

ROY DALE McCALL, a/k/a Dale R. McCall, and
LON KEITH McCALL, a/k/a Keith L. McCall,

Plaintiffs,

vs.

ALICE FAYE MATHEWS, ESTATE OF ROY
RENZO BARBER and ESTATE OF MYRNA
LEONA BARBER, a/k/a Myrna Barber McCall, and
all heirs, devisees, grantees, assignees, lienors,
creditors, trustees, or other claimants, persons or
parties, natural or corporate, or whose exact legal
status is unknown, claiming under any of the named
or described Defendant,

Defendants.

FINAL SUMMARY JUDGMENT

THIS CASE was before the Court on November 14, 2024, for hearing on the Plaintiffs' Motion for Summary Judgment ("Motion") and having considered (i) the summary judgment evidence filed by the Plaintiffs in support of their Motion; (ii) the failure of the Defendant, Alice Faye Mathews, to file any counter-affidavit in opposition to the Motion; (iii) the non-appearance of said Defendant at the hearing conducted on the Motion, and the Court having reviewed the docket of this case and being otherwise fully advised in the premises, it is upon due consideration that the Court

FINDS, ORDERS and ADJUDGES as follows:

Jurisdiction

1. The Court has jurisdiction over the subject matter of this civil action which seeks a judgment quieting title based on several causes of action including reformation in accordance with the provisions of Article V, Section 5(b), Florida Constitution and §26.012(2)(g), Florida Statutes.

Venue

2. In accordance with the provisions of §47.011, Florida Statutes, and §65.061(2), Florida Statutes, the venue for this civil action properly lies in Suwannee County, Florida, for the reasons that:

- a. The real property with respect to which title is to be quieted is situated in Suwannee County, Florida; and
- b. The Plaintiffs' cause of action accrued in Suwannee County, Florida.

Personal Jurisdiction and Standing

3. The Court has personal jurisdiction over the Defendant, Alice Faye Mathews, in accordance with the provision of §§48.031(1)(a), Florida Statutes, for the reason that said Defendant was personally served with Summons and Complaint at her usual and customary place of abode, and she filed an Answer to the Plaintiffs' Complaint submitting herself to the jurisdiction of the Court.

4. The Court finds from the allegations in the Sworn Complaint to Quiet Title and in Support of Constructive Service by Publication that the Plaintiffs have standing to bring this civil action and obtain the relief sought herein for the reasons that the Plaintiffs have an immediate, material and justiciable interest in the outcome of this civil action involving a present case or controversy.

Findings of Fact

In accordance with the requirements of Rule 1.510(a), Florida Rules of Civil Procedure, the Court confirms in this Final Summary Judgment the following reasons stated on the record at the hearing for granting the Motion:

Cause of Action

5. This is an action to quiet title to certain real property in Suwannee County, Florida, filed under §65.061, Florida Statutes, based on the equitable remedy of reformation.

Description of Real Property

6. The real property (hereinafter, "Property") that is the subject of this action to quiet title based on the equitable remedy of reformation is described as follows:

Suwannee County Property Appraiser Parcel No. 20-05S-14E-03611-0000:

Beginning in the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, at a point in the East line of a strip of land conveyed to the County of Suwannee from the Atlantic Coast Line Railroad Company under deed dated February 7, 1928, recorded in Deed Book 16, page 146, of the public records of Suwannee County, Florida, said point being 1570 feet Northwardly, measured along the center line of said railroad company's main track, from mile post R-689 and 166 feet Eastwardly, measured at right angles from said center line; running thence Northwardly, parallel with said center line and along the East line said strip of land 638 feet; thence Eastwardly, at right angles from the preceding course, 144 feet; thence Southwardly, at right angles from the preceding course, 210 feet; thence Eastwardly, at right angles from the preceding course, 290 feet; thence Southwardly, at right angles from the preceding course, 428 feet; thence Westwardly, at right angles from the preceding course, 434 feet to the Point of Beginning.

And

Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52, O'Brien, Florida, in Section 20, Township 5 South, Range 14 East, Suwannee County, Florida.

And

Beginning at the Northeast corner of the SW 1/4 of Section 20, Township 5 South, Range 14 East, and run West 1070 feet to the Railroad right-of-way, thence South along said right-of-way 210 feet, thence East 1070 feet, thence North 210 feet to the Point of Beginning, containing 5 acres, more or less.

LESS AND EXCEPT the following described parcels:

A. Begin at the Southwest corner of the NE 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida; thence N 00°37'46" W, a distance of 1011.64 feet to a marker; thence N 83°56'29" E, 868.00 feet to a set marker; thence S 02°30'22", a distance of 1096.00 feet to a set marker; thence S 89°28'31" W, a distance of 900.00 feet to a set marker and the POINT OF BEGINNING.

Less that parcel of land described as follows:

Begin at the Southwest corner of the NE 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, thence N 89°28'31" E, along the South Boundary of the NE 1/4, 900.00 feet to a set marker for the POINT OF BEGINNING; thence run N 02°30'59" W, along the East boundary of land described in Official Record Book 344, Page 471, a distance of 564.36 feet; thence run S 89°28'31" W, parallel with the South boundary, 386.16 feet; thence run S 02°30'59" E, parallel with the East boundary 564.36 feet to the South boundary of the NE 1/4; thence run N 89°28'31" E, along the South boundary 386.16 feet back to the POINT OF BEGINNING.

B. For POINT OF BEGINNING: Commence at the Southeast corner of the NW 1/4 of Section 20, Township 5 South, Range 14 East, thence N 00°37'46" W along the East line of the NW 1/4 of said Section a distance of 986.87 feet; thence S 84°28'16" W, a distance of 370.28 feet; thence S 00°37'46" E, a distance of 954.58 feet to the South line of the NW 1/4 of said section; thence continue S 00°37'46" E, a distance of 210.00 feet; thence N 89°28'31" E, parallel with the South line of the NW 1/4 of said Section a distance of 368.93 feet to the East line of the SW 1/4 of said Section; thence N 00°37'46" W along said East line, a distance of 210.00 feet to close on the POINT OF BEGINNING.

C. For point of reference, commence at a found 3-1/2" x 3-1/2" concrete monument located at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and run S 89°23'01" E, along the North line thereof, a distance of 1396.74 feet to a set 1/2" iron rod located on the Easterly right of way line of State Road No. 249 (66-foot right of way); thence run S 05°32'50" East, along said Easterly right of way line, a distance of 1900.25 feet to a set 1/2" iron rod and the Point of Beginning; from the Point of Beginning thus described, run N 84°27'10" E a distance of 144.00 feet to a found 4" x 4" concrete monument; thence run S 05°32'50" E a distance of 6.81 feet to a set 1/2" iron rod; thence run N 84°27'10" E a distance of 145.00 feet to a set 1/2" iron rod; thence run N 05°32'50" W a distance of 6.81 feet to a set 1/2" iron rod; thence run N 84°27'10" E a distance of 61.00 feet to a set 1/2" iron rod; thence run S 05°32'50" E a distance of 200.00 feet; thence run S 84°27'10" W a distance of 350.00 feet to a set 1/2" iron rod located on said Easterly right of way line of State Road No. 249; thence run N. 05°32'50" W, along said Easterly right of way line, a distance of 200.00 feet to the Point of Beginning.

D. A tract of land located in O'Brien, Suwannee County, Florida, more particularly described as follows:

COMMENCE at Mile Post No. R-689 on the center line of the Atlantic Coastline Railroad main track and run N 5°32'50" W along said center line of Atlantic Coastline Railroad 2167.52 feet to the south line of Troy Street; thence N 84°27'10" E along said South line of Troy Street 166.00 feet to its intersection with the Easterly right-of-way line of State Road 249 (U.S. Highway 129); thence run N 84°27'10" E along said South line of Troy Street 144.00 feet and to the POINT OF BEGINNING; thence S 5°32'50" E 162.5 feet; thence run East 105 feet; thence run North 162.5 feet to the South right-of-way line of Troy Street; thence run West along the South right-of-way line of Troy Street 105 feet to the POINT OF BEGINNING and, said lands being also described as:

COMMENCE at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and run S 89°23'14" E along the North line of said Section, 1396.63 feet to the Easterly right-of-way line of State Road No. 249 (U.S. Highway 129); thence run S 5°32'50" E along said right-of-way line, 1737.75 feet to the intersection of the South right-of-way line of Troy Street; thence run N 84°27'10" E along said South right-of-way line of Troy Street 144.00 feet and the POINT OF BEGINNING; thence S 5°32'50" E 162.5 feet; thence run East 105 feet; thence run North 162.5 feet to the South right-of-way line of Troy Street; thence run

West along the South right-of-way line of Troy Street 105 feet to the POINT OF BEGINNING, and said lands lying wholly within the SE 1/4 of the NW 1/4 Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and being a part of a tract of land deeded to R. R. Barger and Delma Leona McClellan Barber by Atlantic Coast Line Railroad Company by deed dated December 9, 1958, recorded in Official Record Book 116, beginning at Page 169, Public Records of Suwannee County, Florida.

E. Section 20, Township 5 South, Range 14 East, Suwannee County, Florida:

Commence at mile post No. R-689 on the centerline of the Atlantic Coastline Railroad main track and run N 05°32'50" W along said centerline of Atlantic Coastline Railroad, 2167.52 feet to the South line of Troy Street; thence N 84°27'10" E along said South line of Troy Street, 166.00 feet to its intersection with Easterly right-of-way line of State Road No. 249 (U.S. Highway 129) and the Point of Beginning; thence N 84°27'10" E along said South line of Troy Street, 144.00 feet; thence S 05°32'50"E, 165.00; thence S 84°27'10" W, 144.00 feet to said Easterly right-of-way line of State Road No. 249 (U.S. Highway 129); thence N 05°32'50" W along said Easterly right-of-way line, 165.00 feet to the Point of Beginning.

Said lands also being described as:

Commence at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida and run S 89°23'14" E along the North line of said Section, 1396.63 feet to the Easterly right-of-way line of State Road 249 (U.S. Highway 129); thence run S 05°32'50" E along the said right-of-way line, 1737.75 feet to the intersection of the Southerly right-of-way line of Troy Street and the Point of Beginning; thence run N 84°27'10" E along said Southerly right-of-way line of Troy Street, 144.00 feet; thence S 05°32'50" E, 165.00 feet; thence S 84°27'10" W, 144.00 feet to said Easterly right-of-way line of State Road No. 249 (U.S. Highway 129); thence N 05°32'50" W, along said Easterly right-of-way line of State Road No. 249 (U.S. Highway 129), a distance of 165.00 feet to the Point of Beginning.

Said lands lying wholly within the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and being a part of a tract of land deeded to R.R. Barber and Delma Leona McClellan Barber by Atlantic Coast Line Railroad Company by deed dated December 9, 1958, recorded in Official Records Book 116, page 169, Public Records of Suwannee County, Florida.

F. Beginning at a point "immediately" on South edge of Troy Street 310 feet from the centerline of the ACL main line railroad tracks; thence running East 290 feet; thence run South 162 feet; thence West 290 feet; thence run North 160 feet to a Point of Beginning, LESS one lot in the Southwest Corner 52-1/2 feet North and South by 105 feet East and West. Also, LESS two lots in the Northwest corner together being 105 feet by 105 feet. All lying East of ACL Railroad and further known as the tract deeded to G.G. Register by S.F. and W.R.R. and more fully described as being in the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida.

The Plaintiffs' civil action seeks relief by way of reformation with respect to the following described 5-acre parcel:

Beginning at the Northeast corner of the SW 1/4 of Section 20, Township 5 South, Range 14 East, and run West 1070 feet to the Railroad right-of-way, thence South along said right-of-way 210 feet, thence East 1070 feet, thence North 210 feet to the Point of Beginning, containing 5 acres, more or less.

This 5-acre parcel shall be referred to as the "Omitted Property."

Statement of Facts and Deraignment of Title

7. On November 25, 1974, by Warranty Deed, R. R. Barber and Delma Leona McClellan Barber, husband and wife, conveyed the Property to R. R. Barber and Delma Leona McClellan Barber, husband and wife, to create a tenancy by the entirety, said Deed being recorded in Official Record Book 121, Pages 512 through 514, Public Records of Suwannee County, Florida,

8. Following the death of Roy Renzo Barber on on April 19, 1999, his Last Will and Testament was admitted to probate in Suwannee County Probate Case No. 1999-092-CP, and Letters of Administration were issued to Sandra K. Haas, Attorney at Law, as Personal Representative on or about May 17, 1999. The Court's Order Admitting Will to Probate and Appointing Personal Representative is recorded in Official Record Book 743, Page 164, Public

Records of Suwannee County, Florida, and Letters of Administration were issued and recorded in Official Record Book 743, Page 171, Public Records of Suwannee County, Florida.

9. The Defendant, Alice Faye Mathews ("Mathews"), was named one of the beneficiaries under the Last Will and Testament of Roy Renzo Barber. Mathews testified that in lieu of any distribution of real and personal property of Barber's Estate she received \$25,000.00 in cash and never claimed she was entitled to any other distribution from the Estate:

Q Did you receive any cash distribution from the estate?

A Yes.

Q How much cash did you receive?

A \$25,000.

[Mathews Deposition: p. 21, lines 14 - 18]

Q Okay. And have you ever -- have you ever claimed that you're entitled to something more from the estate besides the \$25,000 that you received?

A No. (Emphasis supplied).

[Mathews Deposition: p. 22, lines 17 - 20]

10. On September 16, 1999, by Personal Representative's Deed, Sandra K. Hass as Personal Representative of the Estate of Roy Renzo Barber, deceased, intending to convey all of the Property held by the decedent at the time of his death to Myrna Leona Barber, a/k/a Myrna Barber McCall, executed and recorded said Deed in Official Record Book 764, Pages 308 through 311, Public Records of Suwannee County, Florida.

11. As a result of a scrivener's error or the failure of Myrna Barber McCall to provide the Personal Representative with the Omitted Property legal description, the legal description for this omitted parcel was not included in the Personal Representative's Deed although it was the

intention of the Personal Representative and all the beneficiaries that all real property of the Estate of Roy Renzo Barber be conveyed by the Personal Representative to Myrna Barber McCall.

12. The Affidavit of Sandra K. Haas indicates that the error in the legal description was likely the result of the legal description used for the Deed being copied and pasted from other instruments and as a result of a scrivener's error the legal description omitted or failed to include a parcel described as the Omitted Property.

13. Another error in the Personal Representative's Deed is that it was not joined in by the residuary beneficiaries listed in Article III of the Last Will and Testament of Roy Renzo Barber, to-wit: Myrna Leona Barber, a/k/a Myrna Barber McCall, Dale R. McCall, Keith L. McCall, Bryan McCall and Alice Faye Mathews.

14. To cure the lack of joinder of the residuary beneficiaries in the Personal Representative's Deed, all of these beneficiaries, including the Defendant, Alice Faye Mathews, executed Quit Claim Deeds with no consideration being paid, releasing, conveying and transferring their interests to Myrna Leona Barber, a/k/a Myrna Barber McCall, said Quit Claim Deeds being:

- a. Quit Claim Deed dated January 17, 2001, from Alice Faye Mathews recorded in Official Record Book 842, Pages 296 through 297, Public Records of Suwannee County, Florida
- b. Quit Claim Deed dated January 17, 2001, from Keith L. McCall recorded in Official Record Book 842, Pages 302 through 303, Public Records of Suwannee County, Florida

c. Quit Claim Deed dated January 12, 2001, from Bryan Todd McCall recorded in Official Record Book 842, Pages 298 through 299, Public Records of Suwannee County, Florida.

d. Quit Claim Deed dated January 16, 2001, from Dale R. McCall recorded in Official Record Book 842, Pages 300 through 301, Public Records of Suwannee County, Florida.

15. The Quit Claim Deeds and the Personal Representative's Deed, however, carried forward and failed to include the 5-acre parcel described as the Omitted Property.

16. On April 1, 2021, by Enhanced Life Estate Deed, Myrna Leona Barber, a/k/a Myrna Barber McCall, a single woman, conveyed all her interest in the Property to Roy Dale McCall, Lon Keith McCall and Bryan Todd McCall, said Deed being recorded in Official Record Book 2256, Pages 46 through 50, Public Records of Suwannee County, Florida.

17. On May 12, 2021, by Warranty Deed, Bryan Todd McCall conveyed all of his interest in the real property described therein being the same as the real property referenced in paragraph 6 of this Complaint except for the Omitted Property to Roy Dale McCall and Lon Keith McCall, said Deed being recorded in Official Record Book 2266, Pages 396 through 398, Public Records of Suwannee County, Florida.

18. On May 9, 2023, by Quit Claim Deed, Bryan Todd McCall conveyed all his interest in the Property including the five-acre Omitted Property without any consideration because he understood that the omission of this five-acer parcel from all of the previous instruments in the chain of title was a mutual mistake. This Quit Claim Deed is recorded in Official Record Book 2438, Pages 428 through 433, Public Records of Suwannee County, Florida.

Personal Representative's Affidavit

19. The Court places significant weight on and finds persuasive the Affidavit of Sandra K. Haas who served as Personal Representative of the Barber Estate. Her Affidavit clearly establishes that the intention and agreement of all beneficiaries was that the Personal Representative's Deed convey all of Barber's real property to Myrna Barber McCall but through inadvertence or scrivener's error, the legal description for the five-acre parcel was left out. This Affidavit is especially persuasive because she was not a beneficiary and would have nothing to gain from her sworn statement which provides in relevant part:

"10. The intent and purpose of the Personal Representative's Deed attached as Affiant's Exhibit 4 was to convey all real property owned by the decedent, Roy Renzo Barber, at the time of his death to Myrna Barber McCall, one of the residuary beneficiaries.

11. To the best of my recollection, Alice Faye Mathews agreed to and received a cash distribution as her share of the Estate instead of any interest in the decedent's real property.

12. I have examined a Warranty Deed dated November 25, 1974, from R. R. Barber and Delma Leona McClellan Barber as Grantors to R. R. Barber and Delma Leona McClellan Barber as Grantees with respect to parcels of land owned by the Grantees in Suwannee County, Florida. A true and correct copy of this Warranty Deed recorded in Official Record Book 121, Page 512, Public Records of Suwannee County, Florida, is attached to this Affidavit as Affiant's Exhibit 6.

13. It has been brought to my attention that the Warranty Deed attached to this Affidavit as Affiant's Exhibit 6 includes the legal description for a parcel of land described as follows:

Beginning at the Northeast corner of the SW 1/4 of Section 20, Township 5 South, Range 14 East, and run West 1070 feet to the Railroad right-of-way, thence South along said right-of-way 210 feet, thence East 1070 feet, thence North 210 feet to the Point of Beginning, containing 5 acres, more or less.

14. It appears that due to the failure of Myrna Barber McCall to provide to the Affiant the legal description set forth in paragraph 13 of this Affidavit, the legal description for the parcel of land described in paragraph 13 of this Affidavit was not included in the Personal Representative's Deed, but it was the intention of

myself as Personal Representative and all the beneficiaries that whatever real property of the Estate of Roy Renzo Barber be conveyed by the Personal Representative to Myrna Barber McCall.

15. As Personal Representative of the Estate of Roy Renzo Barber, deceased, I obtained and recorded a Non-Taxable Certificate certifying that no Florida Estate Taxes was due on the Estate of Roy Renzo Barber. A true and correct copy of this Non-Taxable Certificate recorded in Official Record Book 753, Page 113, Public Records of Suwannee County, Florida, on July 13, 1999, is attached to this Affidavit as Affiant's Exhibit 7.

16. Upon completion of the probate administration of the Estate of Roy Renzo Barber, deceased, and what I understood to be the disposition of all his real property. I petitioned the Court for entry of an Order of Discharge to close the Estate. A true and correct copy of this Order of Discharge recorded in Official Record Book 768, Page 334, Public Records of Suwannee County, Florida, on October 11, 1999, is attached to this Affidavit as Affiant's Exhibit 8.

17. Based on my recollection and a review of a search index for "Barber Roy Renzo," other than the Personal Representative's Deed was executed on September 16, 1999, and recorded in Official Record Book 764, Page 308, Public Records of Suwannee County, Florida, no other conveyances from the Estate of Roy Renzo Barber were ever made or recorded.

18. It was my intent as Personal Representative of the Estate and to the best of my knowledge, information and belief, the intent of all residuary beneficiaries that all the decedent's real property be distributed from the Estate of Roy Renzo Barber to Myrna Barber McCall."

20. Given the totality of the documentary evidence, the Affidavit of the then serving Personal Representative and the Plaintiffs' Sworn Complaint, the clear and convincing evidence establishes that there was a mutual mistake shared by the Personal Representative and all beneficiaries including the Defendant, Alice Faye Mathews, that resulted in the five-acre parcel being left out of the legal description for the Personal Representative's Deed. This mistake flowed through and was included in the Quit Claim Deeds that Mathews and the other beneficiaries signed in 2001.

Reformation

21. Reformation is an equitable remedy which this Court is empowered to grant where a written instrument due to mutual mistake does not accurately express the true intention or agreement of the parties to the instrument. Circle Mortgage Corp. v. Kline, 645 So. 2d 75, 77 (Fla. 4th DCA 1994).

22. “A mistake is mutual when the parties agree to one thing and then, due to either a scrivener's error or inadvertence, express something different in the written instrument.” Providence Square Asso. v. Biancardi, 507 So. 2d 1366, 1372 (Fla., 1987); Asad v. Sheikh, 324 So. 3d 989, 990 (Fla. 5th DCA 2021).

25. The principle of equity allowing reformation is applicable to instruments of conveyance of real property as well as to contracts and can be applied to correct an erroneous land description in order to protect a person's rights in real property. General Development Corp. v. Kirk, 251 So.2d 284 (Fla. 2d DCA 1971).

26. In this case, the Personal Representative and all the beneficiaries, including Mathews, clearly intended for all of Barber's real property to be conveyed to Myrna Barber McCall. In exchange and for valuable consideration, Mathews agreed to accept \$25,000.00 cash and regarded herself thereafter as having no claim to the decedent's real property as evidenced by her willingness to execute the 2001 Quit Claim Deed for zero consideration.

27. Finally, we also have the most persuasive evidence in the form of the Affidavit of Sandra K. Haas who served as Personal Representative of the Barber Estate. Her Affidavit clearly establishes that the intention and agreement of all beneficiaries that the Personal Representative's Deed was to convey was to convey all of Barber's real property to Myrna Barber McCall but through inadvertence or scrivener's error, the legal description for the five-acre parcel was omitted.

Court Rulings

28. The Plaintiffs' Motion for Summary Judgment is granted for the reasons that (i) there are no genuine, material issues of fact, and (ii) the Plaintiffs are entitled to summary judgment as a matter of law.

29. As the Second District Court of Appeal noted in a case decided after the Florida Supreme Court recently amended Rule 1.510 and adopted the federal summary judgment standard laid out in Celotex Corp. v. Catrett, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986): "A movant is entitled to summary judgment if no reasonable finder of fact could return a verdict for the nonmoving party." Palm Plaza Assocs., 356 So. 3d at 297 (citing Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986))." The uncontradicted summary judgment evidence in this case clearly establishes that no reasonable finder of fact could return a verdict in favor of the Defendant.

30. The Court orders the equitable remedy of reformation to correct the legal descriptions to include five-acre parcel described as beginning at the Northeast corner of the SW 1/4 of Section 20, Township 5 South, Range 14 East, and run West 1070 feet to the Railroad right-of-way, thence South along said right-of-way 210 feet, thence East 1070 feet, thence North 210 feet to the Point of Beginning, containing 5 acres, more or less," in the following instruments:

- a. The Personal Representative's Deed executed on September 16, 1999, and recorded in Official Record Book 764, Page 308, Public Records of Suwannee County, Florida, and
- b. The four (4) Quit Claim Deeds dated January 17, 2001, which is recorded in Official Record Book 862, Page 296 through 303, Public Records of Suwannee County, Florida.

31. All claims, right, title or interest of the Defendant, Alice Faye Mathews, and all heirs, devisees, grantees, assignees, lienors, creditors, trustees, or other claimants, persons or parties, natural or corporate, or whose exact legal status or whether they are dead or alive is unknown, signees, lienors, creditors, trustees, or other claimants, persons or parties, natural or corporate, or whose exact legal status is unknown, claiming under said Defendant, whose status whether dead or alive is unknown, to the real property described in paragraph 6 of this Final Judgment are extinguished, canceled and vacated, and the Plaintiffs are decreed the sole, true record title owners to the real property and the legal and equitable owners in fee simple, and such, are entitled to have the title to the real property quieted and confirmed by the Court pursuant to the provisions of §65.081, Florida Statutes.

32. This Final Summary Judgment shall be deemed, in accordance with Rule 1.570(d), Florida Rules of Civil Procedure, to “have the effect of a duly executed conveyance, transfer, release, or acquittance that is recorded in the county where the judgment is recorded.” The Plaintiffs, Roy Dale McCall, a/k/a Dale R. McCall, and Lon Keith McCall, a/k/a Keith L. McCall, are indefeasibly vested in fee simple absolute and hold title in and to the following described real property and all improvements located thereon, to-wit:

Suwannee County Property Appraiser Parcel No. 20-05S-14E-03611-0000:

Beginning in the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, at a point in the East line of a strip of land conveyed to the County of Suwannee from the Atlantic Coast Line Railroad Company under deed dated February 7, 1928, recorded in Deed Book 16, page 146, of the public records of Suwannee County, Florida, said point being 1570 feet Northwardly, measured along the center line of said railroad company's main track, from mile post R-689 and 166 feet Eastwardly, measured at right angles from said center line; running thence Northwardly, parallel with said center line and along the East line said strip of land 638 feet; thence Eastwardly, at right angles from the preceding course, 144 feet; thence Southwardly, at right angles from the preceding course, 210 feet; thence Eastwardly, at right angles from the preceding course, 290 feet; thence Southwardly, at right angles from the preceding course, 428 feet;

thence Westwardly, at right angles from the preceding course, 434 feet to the Point of Beginning.

And

Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52, O'Brien, Florida, in Section 20, Township 5 South, Range 14 East, Suwannee County, Florida.

And

Beginning at the Northeast corner of the SW 1/4 of Section 20, Township 5 South, Range 14 East, and run West 1070 feet to the Railroad right-of-way, thence South along said right-of-way 210 feet, thence East 1070 feet, thence North 210 feet to the Point of Beginning, containing 5 acres, more or less.

LESS AND EXCEPT the following described parcels:

A. Begin at the Southwest corner of the NE 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida; thence N 00°37'46" W, a distance of 1011.64 feet to a marker; thence N 83°56'29" E, 868.00 feet to a set marker; thence S 02°30'22", a distance of 1096.00 feet to a set marker; thence S 89°28'31" W, a distance of 900.00 feet to a set marker and the POINT OF BEGINNING.

Less that parcel of land described as follows:

Begin at the Southwest corner of the NE 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, thence N 89°28'31" E, along the South Boundary of the NE 1/4, 900.00 feet to a set marker for the POINT OF BEGINNING; thence run N 02°30'59" W, along the East boundary of land described in Official Record Book 344, Page 471, a distance of 564.36 feet; thence run S 89°28'31" W, parallel with the South boundary, 386.16 feet; thence run S 02°30'59" E, parallel with the East boundary 564.36 feet to the South boundary of the NE 1/4; thence run N 89°28'31" E, along the South boundary 386.16 feet back to the POINT OF BEGINNING.

B. For POINT OF BEGINNING: Commence at the Southeast corner of the NW 1/4 of Section 20, Township 5 South, Range 14 East, thence N 00°37'46" W along the East line of the NW

1/4 of said Section a distance of 986.87 feet; thence S 84°28'16" W, a distance of 370.28 feet; thence S 00°37'46" E, a distance of 954.58 feet to the South line of the NW 1/4 of said section; thence continue S 00°37'46" E, a distance of 210.00 feet; thence N 89°28'31" E, parallel with the South line of the NW 1/4 of said Section a distance of 368.93 feet to the East line of the SW 1/4 of said Section; thence N 00°37'46" W along said East line, a distance of 210.00 feet to close on the POINT OF BEGINNING.

C. For point of reference, commence at a found 3-1/2" x 3-1/2" concrete monument located at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and run S 89°23'01" E, along the North line thereof, a distance of 1396.74 feet to a set 1/2" iron rod located on the Easterly right of way line of State Road No. 249 (66-foot right of way); thence run S 05°32'50" East, along said Easterly right of way line, a distance of 1900.25 feet to a set 1/2" iron rod and the Point of Beginning; from the Point of Beginning thus described, run N 84°27'10" E a distance of 144.00 feet to a found 4" x 4" concrete monument; thence run S 05°32'50" E a distance of 6.81 feet to a set 1/2" iron rod; thence run N 84°27'10" E a distance of 145.00 feet to a set 1/2" iron rod; thence run N 05°32'50" W a distance of 6.81 feet to a set 1/2" iron rod; thence run N 84°27'10" E a distance of 61.00 feet to a set 1/2" iron rod; thence run S 05°32'50" E a distance of 200.00 feet; thence run S 84°27'10" W a distance of 350.00 feet to a set 1/2" iron rod located on said Easterly right of way line of State Road No. 249; thence run N. 05°32'50" W, along said Easterly right of way line, a distance of 200.00 feet to the Point of Beginning.

D. A tract of land located in O'Brien, Suwannee County, Florida, more particularly described as follows:

COMMENCE at Mile Post No. R-689 on the center line of the Atlantic Coastline Railroad main track and run N 5°32'50" W along said center line of Atlantic Coastline Railroad 2167.52 feet to the south line of Troy Street; thence N 84°27'10" E along said South line of Troy Street 166.00 feet to its intersection with the Easterly right-of-way line of State Road 249 (U.S. Highway 129); thence run N 84°27'10" E along said South line of Troy Street 144.00 feet and to the POINT OF BEGINNING; thence S 5°32'50" E 162.5 feet; thence run East 105 feet; thence run North 162.5 feet to the South right-of-way line of Troy Street; thence run West along the South right-of-way line of Troy Street 105 feet to the POINT OF BEGINNING and, said lands being also described as:

COMMENCE at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and run S 89°23'14" E along the North line of said Section, 1396.63 feet to the Easterly right-of-way line of State Road No. 249 (U.S. Highway 129); thence run S 5°32'50" E along said right-of-way line, 1737.75 feet to the intersection of the South right-of-way line of Troy Street; thence run N 84°27'10" E along said South right-of-way line of Troy Street 144.00 feet and the POINT OF BEGINNING; thence S 5°32'50" E 162.5 feet; thence run East 105 feet; thence run North 162.5 feet to the South right-of-way line of Troy Street; thence run West along the South right-of-way line of Troy Street 105 feet to the POINT OF BEGINNING, and said lands lying wholly within the SE 1/4 of the NW 1/4 Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and being a part of a tract of land deeded to R. R. Barger and Delma Leona McClellan Barber by Atlantic Coast Line Railroad Company by deed dated December 9, 1958, recorded in Official Record Book 116, beginning at Page 169, Public Records of Suwannee County, Florida.

E. Section 20, Township 5 South, Range 14 East, Suwannee County, Florida:

Commence at mile post No. R-689 on the centerline of the Atlantic Coastline Railroad main track and run N 05°32'50" W along said centerline of Atlantic Coastline Railroad, 2167.52 feet to the South line of Troy Street; thence N 84°27'10" E along said South line of Troy Street, 166.00 feet to its intersection with Easterly right-of-way line of State Road No. 249 (U.S. Highway 129) and the Point of Beginning; thence N 84°27'10" E along said South line of Troy Street, 144.00 feet; thence S 05°32'50" E, 165.00; thence S 84°27'10" W, 144.00 feet to said Easterly right-of-way line of State Road No. 249 (U.S. Highway 129); thence N 05°32'50" W along said Easterly right-of-way line, 165.00 feet to the Point of Beginning.

Said lands also being described as:

Commence at the Northwest corner of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida and run S 89°23'14" E along the North line of said Section, 1396.63 feet to the Easterly right-of-way line of State Road 249 (U.S. Highway 129); thence run S 05°32'50" E along the said right-of-way line, 1737.75 feet to the intersection of the Southerly right-of-way line of Troy Street and the Point of Beginning; thence run N 84°27'10" E along said Southerly right-of-way line of Troy Street, 144.00 feet; thence S 05°32'50" E, 165.00 feet; thence S 84°27'10" W, 144.00 feet to said Easterly right-of-way line of State Road No. 249 (U.S.

Highway 129); thence N 05°32'50" W, along said Easterly right-of-way line of State Road No. 249 (U.S. Highway 129), a distance of 165.00 feet to the Point of Beginning.

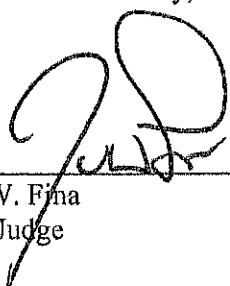
Said lands lying wholly within the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida, and being a part of a tract of land deeded to R.R. Barber and Delma Leona McClellan Barber by Atlantic Coast Line Railroad Company by deed dated December 9, 1958, recorded in Official Records Book 116, page 169, Public Records of Suwannee County, Florida.

F. Beginning at a point "immediately" on South edge of Troy Street 310 feet from the centerline of the ACL main line railroad tracks; thence running East 290 feet; thence run South 162 feet; thence West 290 feet; thence run North 160 feet to a Point of Beginning, LESS one lot in the Southwest Corner 52-1/2 feet North and South by 105 feet East and West. Also, LESS two lots in the Northwest corner together being 105 feet by 105 feet. All lying East of ACL Railroad and further known as the tract deeded to G.G. Register by S.F. and W.R.R. and more fully described as being in the SE 1/4 of the NW 1/4 of Section 20, Township 5 South, Range 14 East, Suwannee County, Florida.

33. The Court reserves jurisdiction to consider and decree such further orders as may be appropriate to effectuate the terms of this Judgment.

34. Each party to this civil action shall bear his or her own fees and costs.

DATE: November 27, 2023, at Live Oak, Suwannee County, Florida.



David W. Fina
Circuit Judge

Copies furnished to:

Mrs. Alice Faye Mathews
659 S.W. Dexter Circle, Apartment 103
Lake City, Florida 32025

Andrew J. Decker, III at andy@decker.law



Digitally signed by
Millicent A. Schneider
Date: 2023.11.27
13:22:23 -05'00'

Suwannee County Property Appraiser
Ricky Gamble, CFA

Parcel: << 20-05S-14E-03611-000000 >>

Aerial Viewer Google Maps

2023 2022 2019 2016 Sales



Owner & Property Info			
Owner	MCCALL ROY DALE & LON KEITH MCCALL 15398 194TH PL OBRIEN, FL 32071		
Site	22872 HWY 129, OBRIEN		
Description	LEG 14.70 ACRES FOR PT OF REF COM AT THE SE COR OF NW1/4 OF SAID SECTION 20 THENCE RUN S 89 DEG 28'31" W ALONG THE S LINE OF SAID NW1/4 A DISTANCE OF 368.93 FT TO POB THENCE RUN S 00 DEG 37'46" E A DISTANCE OF 210.00 FT THENCE RUN S 89 DEG 28'31" W A DIS ...more>>>		
Land Area	11.78 AC	S/T/R	20-05S-14E
Use Code**	IMPROVED AGRICULTURE (5000)	Tax District	CCOUNTY (CO)
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.			
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.			

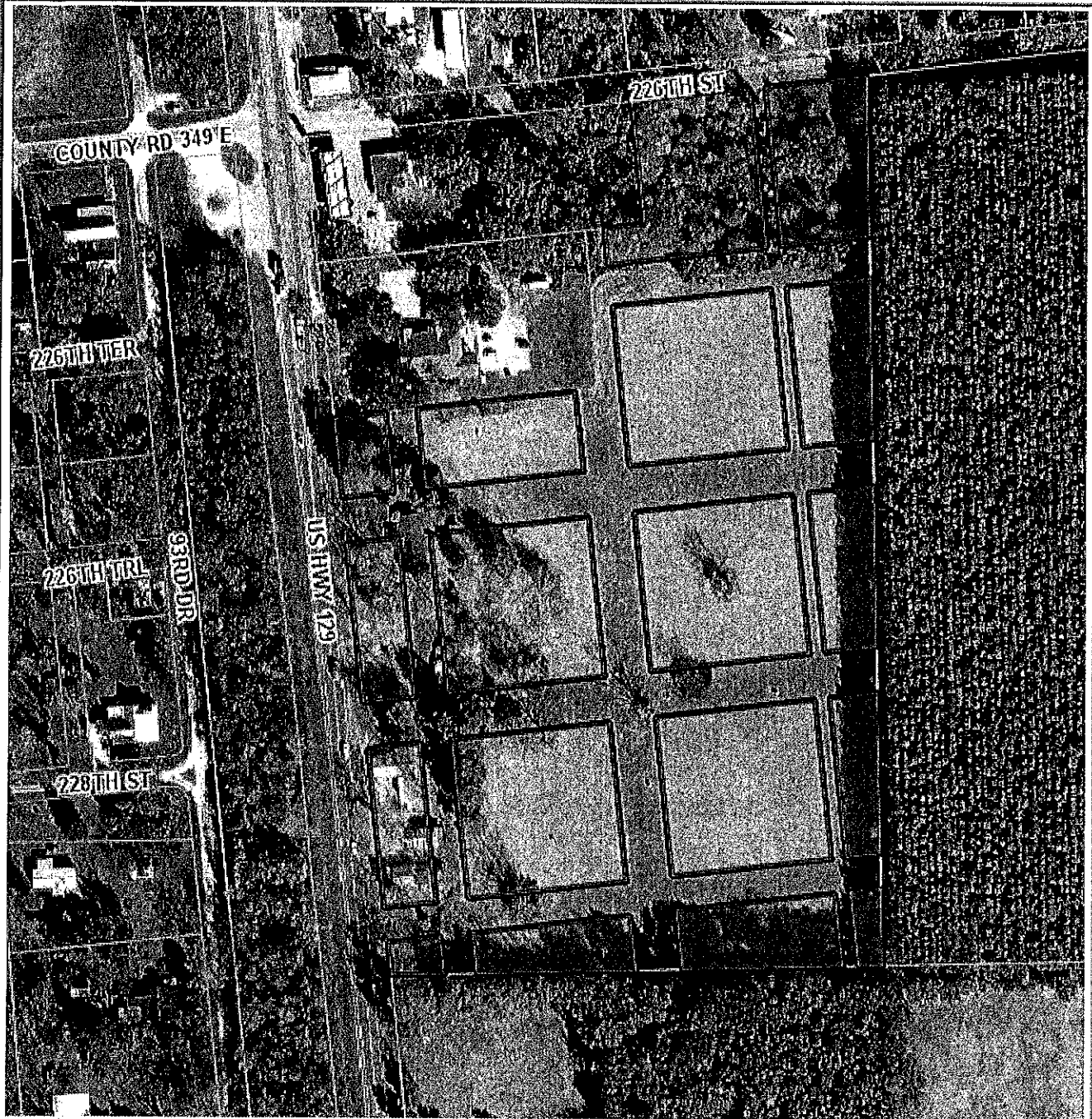
Property & Assessment Values			
2023 Certified Values		2024 Working Values	
Mkt Land	\$25,760	Mkt Land	\$25,760
Ag Land	\$2,102	Ag Land	\$2,102
Building	\$125,003	Building	\$124,678
XFOB	\$9,064	XFOB	\$9,064
Market	\$159,827	Market	\$159,502
Assessed	\$122,440	Assessed	\$134,474
Exempt	\$0	Exempt	\$0
Total Taxable	\$140,369	Total Taxable	\$140,044

Sales History					
Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified	
5/5/2023	\$100	2438/0428	I	U	
6/12/2021	\$40,000	2266/0396	I	U	
4/1/2021	\$100	2258/0046	I	U	
1/1/2001	\$100	842/0302	I	Q	
1/1/2001	\$100	842/0300	I	Q	
1/1/2001	\$100	842/0298	I	Q	
1/1/2001	\$100	842/0296	I	Q	

Building Characteristics				
Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
Sketch	1	SINGLE FAMILY	1963	1766
Sketch	2	STORES ONE STORY	1945	1605

* The Bldg Desc determinations shown here are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Land Breakdown				
Year Blt	Desc	Units	Value	
1993	OP-SHEL-DT	10 x 8 (80)	36	
1995	SEPTIC	0 x 0 (1)	870	
2011	PVC FENCE	0 x 0 (48)	89	
1993	OP-SHEL-FL	7 x 25 (175)	131	
1993	OP-SHEL-FL	6 x 25 (150)	113	
1995	PWR/POLE	0 x 0 (1)	300	
1993	BLOCK BLDG	12 x 10 (120)	360	
1993	WOOD BLDG	24 x 25 (600)	2400	
1993	BLOCK BLDG	20 x 62 (1240)	3720	
2011	CONCRETE	25 x 10 (250)	53	
2011	CONCRETE	66 x 3 (198)	42	
2011	CONCRETE	60 x 10 (600)	202	
2011	FST	10 x 8 (80)	100	
2011	FARM SHEL	18 x 18 (324)	0	
2011	COMM CONC	34 x 28 (952)	95	
2011	COMM CONC	20 x 20 (400)	400	
2011	COMM CONC	21 x 12 (252)	126	
2011	COMM CONC	27 x 4 (108)	27	



0 110 220 330 440 550 660 770 880 990 1100 1210 1320 ft

Suwannee County Property Appraiser Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

PARCEL: 20-05S-14E-03611-000000 | IMPROVED AGRICULTURE (5000) | 11.78 AC
 LEG 14.70 ACRES FOR PT OF REF COM AT THE SE COR OF NW1/4 OF SAID SECTION 20
 THENCE RUN S 89 DEG 28'31" W ALONG THE S LINE OF SAID NW1/4 A DISTANCE O

Owner: MCCALL ROY DALE & LON KEITH MCCALL
 15396 194TH PL
 OBRIEN, FL 32071

Site: 22672 HWY 129, OBRIEN

Sales Info:


5/5/2023	\$100	I (U)
5/12/2021	\$40,000	I (U)
4/1/2021	\$100	I (U)

2024 Working Values

Mkt Lnd	\$25,760	Appraised	--
Ag Lnd	\$2,102	Assessed	\$134,474
Bldg	\$124,678	Exempt	\$0
XFOB	\$9,064	Total	\$140,044
Just	--	Taxable	

NOTES:

Suwannee County, FL

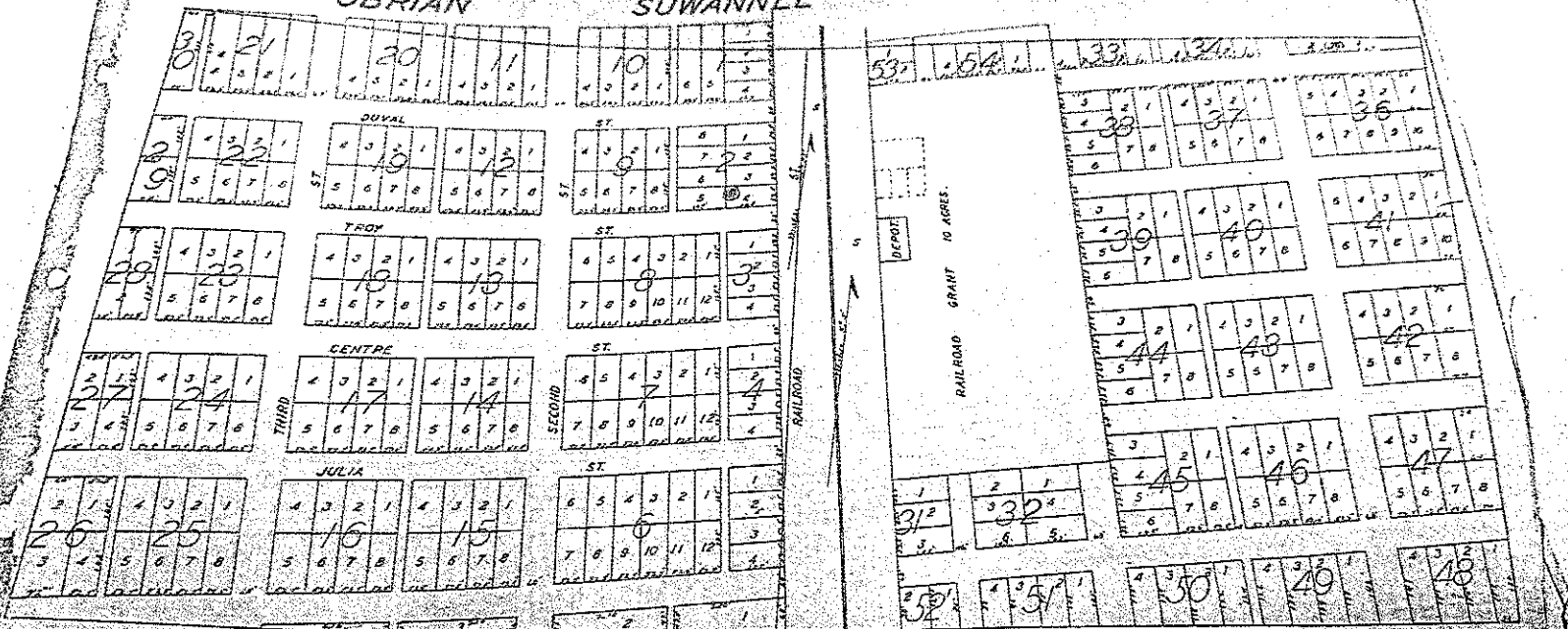


The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of

OBRIAN

SUWANNEE

COUNTY FLA.



AUTHORIZED COPY.
 COPIED BY DREW & HARRIS
 CHECKED BY _____

SUWANNEE COUNTY RESOLUTION NO. 2024-_____

WHEREAS, the Board of County Commissioners of Suwannee County, Florida, upon request, to consider vacating a portion of the recorded plat O'Brian as recorded in Plat Book 1 Page 53 in Suwannee County, Florida, hereinafter described; and

WHEREAS, a notice of public hearing on the question was given as required by law and a public hearing was held on Tuesday, February 6, 2024, a regular meeting date of the Board of County Commissioners of Suwannee County, Florida, and no one appeared at said hearing to object to the vacating of a portion of said O'Brian plat,

WHEREAS, required notice of intent to file for vacation of subdivision was advertised as required by Chapter 177 Florida Statutes as amended, In the November 29, 2023 and December 6, 2023 editions of the Lake City Reporter,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that portion of the following described plat of O'Brian, to wit:

Entire Blocks 31, 32, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, and 52 of the recorded plat of O'Brian as recorded in Plat Book 1 Page 53 of Suwannee County, Florida,

Be vacated and that all rights and interest of Suwannee County, Florida, and the public in and to that portion of roads and alleyways within said boundary of plat vacation are hereby renounced and disclaimed.

Adopted by the Board of County Commissioners of Suwannee County, Florida, at its regular meeting on this the 6th day of February 2024.


BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Travis Land, Chairman

ATTEST:


Barry Baker, Clerk

GENERAL BUSINESS:



Update on County projects. (Greg Bailey, North Florida Professional Services, Inc.)

GENERAL BUSINESS:



Update on County projects. (Brian Pitman, Pitman Engineering)

SUWANNEE COUNTY

Planning & Zoning

Executive Summary Miller Place Final Plat

Objective: Plat and supporting documentation of application and title opinion for Miller Place subdivision. This is a proposed minor subdivision containing three lots.

Considerations: The request for a minor subdivision proposes three lots located at the intersection of CR 252 and CR 349. Driveway access is shown by shared driveway between lots 1 & 2. The driveway location is also shown for lot 3 to be the Western portion of the lot to create a separation from the intersection of CR 252 and CR 349.

Recommendation: We recommend approval of the final plat.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR PRELIMINARY PLAT APPROVAL

THE UNDERSIGNED HEREBY APPLIES TO THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA FOR PRELIMINARY APPROVAL OF A PROPOSED SUBDIVISION TO BE CALLED;

Miller Place

I. LEGAL DESCRIPTION OF PROPERTY:

Part of S $\frac{1}{2}$ OF SE $\frac{1}{4}$ OF SE $\frac{1}{4}$
SECTION 36-35-12E

II. APPROXIMATE AREA OF SUBDIVISION: 18.30 AC

III. TOTAL NUMBER OF LOTS OR PARCELS: 3

IV. SIZE OF LOTS: 6.10 AC \pm

V. DIRECTIONS TO PROPERTY:

INTERSECTION OF COUNTY ROAD #349 & #252
NW COR.

VI. OWNER (S)

NAME

FRIER FINANCE

MAILING ADDRESS

12788 USH90
LIVE OAK FL
32060

TELEPHONE

386-362-2720

VII. SUBDIVIDER

NAME

J. Sherman FRIER
+ ASSOC. INC.

MAILING ADDRESS

130 WEST HOWARD ST
LIVE OAK FL
32064

TELEPHONE

386-362-4629

VIII. ENGINEER

NAME

N/A

MAILING ADDRESS

TELEPHONE

IX.

IX. SURVEYOR

NAME

J. SHERMAN FRIEN
& ASSOC. INC.

MAILING ADDRESS

130 WEST HOWARD ST
LIVE OAK FL
32064

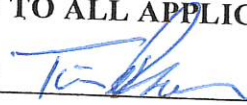
TELEPHONE

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

130 WEST HOWARD ST

DATE:

LIVE OAK, FL 32064

1-5-24

Prepared by and return to:
Michael H. Harrell
Abstract & Title Services, Inc.
111 East Howard Street
Live Oak, Florida 32064
42274

Warranty Deed

THIS WARRANTY DEED made this 6 day of October, 2023, by Joyce Miller A/K/A Joyce C. Miller, Individually and as Trustee of the Joyce C. Miller Revocable Trust, dated December 4, 2015, hereinafter called the grantor, to Frier Finance, Inc., a Florida Corporation, whose address is: 12788 US 90 W, Live Oak, FL 32060, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in SUWANNEE County, Florida:

All that part of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 3 South, Range 12 East, Suwannee County, Florida lying North of County Road No. 252 and West of County Road No. 349.

SUBJECT TO a 30.00 foot easement for ingress and egress over and across the West 30/00 feet thereof.

ALSO SUBJECT TO a 30.00 foot easement for ingress and egress over and across the following described lands: Part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 3 South, Range 12 East, Suwannee County, Florida, being more particularly described as follows: For Point of Reference Commence at the Northwest corner of said Southeast 1/4 of the Southeast 1/4, thence run N 88°59'08" E, along the North line of said Southeast 1/4 of the Southeast 1/4, a distance of 328.88 feet; thence continue N 88°59'08" E, along said North line, a distance of 332.38; thence run S 0°48'20" E, a distance of 662.33 feet to the Point of Beginning; thence run N 88°55'59" E, a distance of 621.62 feet to the West Right of Way line of County Road No. 349; thence run S 0°50'08" E, along said West Right of Way line, a distance of 30.00 feet; thence run S 88°55'59" W, a distance of 651.62 feet; thence run N 0°50'08" W, a distance of 30.04 feet; thence run N 89°01'00" E, a distance of 30.00 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, nor contiguous to the homestead of Grantor.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever;

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to the prior year.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in our presence:

[Signature]
Witness

Jordan A. H. Kock
Printed Name

[Signature]
Witness

Michael H. Harrell
Printed Name

[Signature]
Joyce Miller A/K/A Joyce C. Miller, Individually
and as Trustee of the Joyce C. Miller Revocable
Trust, dated December 4, 2015

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 6 day of October, 2023 by Joyce Miller A/K/A Joyce C. Miller, Individually and as
Trustee of the and Joyce C. Miller Revocable Trust, dated December 4, 2015, who is personally known to me or who
has produced DL as identification.

(Notary Seal)



MICHAEL H. HARRELL
Notary Public
State of Florida
Comm# HH203548
Expires 11/30/2025

[Signature]
Notary Public

Branden L. Strickland, Esq.
Strickland Law Firm, P.L.
283 NW Cole Terrace
Lake City, FL 32055
386-752-0946

January 9, 2024

Suwannee County Board of County Commissioners
Suwannee County Courthouse
13150 Voyles St, Live Oak
Live Oak, FL 32060

RE: "Miller Place" / 1-42274

Dear Gentlemen:


This is to certify that I have examined the title to the following described lands in Suwannee County, Florida, to wit:

See Exhibit "A" Attached Hereto and by this Reference Made a Part Thereof.

Covering a period of time from December 1, 1989, up to and through January 8, 2024, and, in my opinion, the record owner of the real estate is Frier Finance, Inc, a Florida Corporation, subject only to the following:

1. Real Property Taxes are paid in full for the year 2023 and all prior years.
2. Subject to 2024 real estate taxes which are not yet due or payable.
3. Easement(s) in favor of Suwannee Valley Electric Cooperative, Inc. set forth in instrument(s) recorded in Official Records Book 492, Page 540 and Official Records Book 626, Page 236.
4. Easement(s) as set forth in instrument(s) recorded in Official Records Book 642, Page 326, Official Records Book 702, Page 293, Official Records Book 1307, Page 262 and Official Records Book 1896, Page 198.
5. Easement(s) as set forth in instrument(s) recorded in Official Records Book 2424, Page 433.

IN WITNESS WHEREOF, I have hereunto set my hand at Live Oak, Florida, this 9th day of January, 2024.



Branden L. Strickland, Attorney at Law

Exhibit "A"

All that part of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 3 South, Range 12 East, Suwannee County, Florida lying North of County Road No. 252 and West of County Road No. 349.

SUBJECT TO a 30.00 foot easement for ingress and egress over and across the West 30/00 feet thereof.

ALSO SUBJECT TO a 30.00 foot easement for ingress and egress over and across the following described lands: Part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 3 South, Range 12 East, Suwannee County, Florida, being more particularly described as follows: For Point of Reference Commence at the Northwest corner of said Southeast 1/4 of the Southeast 1/4, thence run N 88°59'08" E, along the North line of said Southeast 1/4 of the Southeast 1/4, a distance of 328.88 feet; thence continue N 88°59'08" E, along said North line, a distance of 332.38; thence run S 0°48'20" E, a distance of 662.33 feet to the Point of Beginning; thence run N 88°55'59" E, a distance of 621.62 feet to the West Right of Way line of County Road No. 349; thence run S 0°50'08" E, along said West Right of Way line, a distance of 30.00 feet; thence run S 88°55'59" W, a distance of 651.62 feet; thence run N 0°50'08" W, a distance of 30.04 feet; thence run N 89°01'00" E, a distance of 30.00 feet to the Point of Beginning.

... shall provide that to be essential for the maintenance, and operation of provided, however, no such maintenance, and operation as shall interfere with the facility, electric, telephone, gas, or other utility, it shall be solely the responsibility of the utility company.

... its graphic form, is the official record of the lands described herein and will be maintained in authority by any other person. There may be additional records on this plat that may be recorded in the records of this county.

AND NOTES:

- ... (MENT REFERENCE MONUMENT) SET, CAP, STAMPED L.B. # 7170.
- ... (MENT REFERENCE MONUMENT) FOUND, CAP, STAMPED L.B. # 499.
- ... (MENT REFERENCE MONUMENT) FOUND, FLORIDA DEPARTMENT OF TRANSPORTATION.
- ... (MINUTES BASED ON UNPUBLISHED DATA) LINE OF COUNTY ROAD NO. 252--
- ... SWAMPS, WETLANDS, MUCK POCKETS IN SUBJECT PROPERTY.
- ... IN U.S. FEET
- ... INDIVIDUAL WELL
- ... (LIED BY INDIVIDUAL SEPTIC TANKS)
- ... (EASEMENTS ADJACENT TO PLAT.
- ... (NTS OR RESTRICTIONS.
- ... (TH CAP, STAMPED L.B. # 7170 SET EXCEPT AS NOTED.
- ... (ER MAYO NE, FLA QUADRANGLE MAP.

... AND 2 SHALL ONLY BE PERMITTED FROM 52 BY THE SHARED DRIVEWAY EASEMENT AS SHOWN ON THIS PLAT.

... SHALL ONLY BE PERMITTED FROM COUNTY DRIVEWAY EASEMENT AT THE DENOTED THIS PLAT. ACCESS TO LOT 3 SHALL NOT COUNTY ROAD NO. 349.

T DETAIL:

... (N. EASEMENTS SHOWN HEREON FOR EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, AND OPERATION OF CABLE TELEVISION SERVICES.

... (FORMATION) (EASEMENTS FALLS WITHIN ZONE "X" (BASE RATE MAP OF THE (LOCAL EMERGENCY MANAGEMENT AGENCY) 55.

REMARKS:

... (EET (EET (EET

ADDITIONAL CRITERIA:

... (SITE RESIDES IN A DESIGNATED FLOOD PRONE AREA. (BE LOCATED WITHIN SWALES. DRAINAGE FEATURES (IN ESTABLISHING A FINISHED FLOOR ELEVATION OF (CONTRACTOR SHALL SET THE MINIMUM FINISHED FLOOR (MINIMUM OF 6 INCHES ABOVE THE HIGHEST POINT WITHIN 25 (FOOTPRINT. IN ADDITION, ON SLOPING LOTS, THE (DRAINAGE SHALL BE DIRECTED AROUND STRUCTURES WITH SWALES.

NOTES:

... (FOR THE CONSTRUCTION OR LOCATION OF ANY RESIDENTIAL (CONTRACTOR SHALL NOT BE ISSUED FOR LESS THAN ONE ENTIRE (SECTION OF THIS SUBDIVISION PLAT, EXCEPT AS OTHERWISE PROVIDED.

CURVE	ARC	CHORD	CHORD BEARING	DELTA ANGLE	TANGENT
10'	35.00'	74.75'	144.00° 54' 00" W	150.00° 32'	50.00'

MILLER PLACE

IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA

DESCRIPTION:
 ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD NO. 252 AND WEST OF COUNTY ROAD NO. 349, CONTAINING 18.30 ACRES MORE OR LESS, SUBJECT TO A 30.00 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST 30.00 FEET THEREOF, ALSO SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS: PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, THENCE RUN NORTH 88°59'00" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 328.88 FEET; THENCE CONTINUE NORTH 88°59'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 332.38 FEET; THENCE RUN SOUTH 0°49'20" EAST, A DISTANCE OF 662.33 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 88°59'00" EAST, A DISTANCE OF 621.62 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 349; THENCE RUN SOUTH 0°00'00" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 89°58'58" WEST, A DISTANCE OF 651.62 FEET; THENCE RUN NORTH 0°50'00" WEST, A DISTANCE OF 30.04 FEET; THENCE RUN NORTH 89°01'00" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

ADOPTION AND DEDICATION:

KNOWN ALL MEN BY THESE PRESENT THAT TODD FRIER, AS PRESIDENT OF FRIER FINANCE, INC. HAS CAUSED THE LANDS HEREON DESCRIBED TO BE SURVEYED AND PLATTED TO BE KNOWN AS MILLER PLACE AND THAT THE ROADS, STREETS AND EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES HEREON SHOWN ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

TODD FRIER, PRESIDENT
 FRIER FINANCE, INC.
 12708 U.S. HIGHWAY 90 WEST
 LIVE OAK, FLORIDA 32060
 PHONE: (888) 388-8720

WITNESS: _____
 WITNESS: _____

STATE OF FLORIDA, COUNTY OF SUWANNEE:

I HEREBY CERTIFY ON THIS _____ DAY OF _____ A.D. 2024, BEFORE ME PERSONALLY APPEARED TODD FRIER, AS PRESIDENT OF FRIER FINANCE, INC., TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGES EXECUTION THEREOF.

WITNESS MY HAND AND SEAL AT SUWANNEE COUNTY, STATE OF FLORIDA, THIS _____ DAY OF _____ A.D. 2024.

NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES: _____

APPROVED BY BOARD OF COUNTY COMMISSIONERS, SUWANNEE COUNTY, FLORIDA:

CHAIRMAN _____ ATTEST _____
 DATE: _____

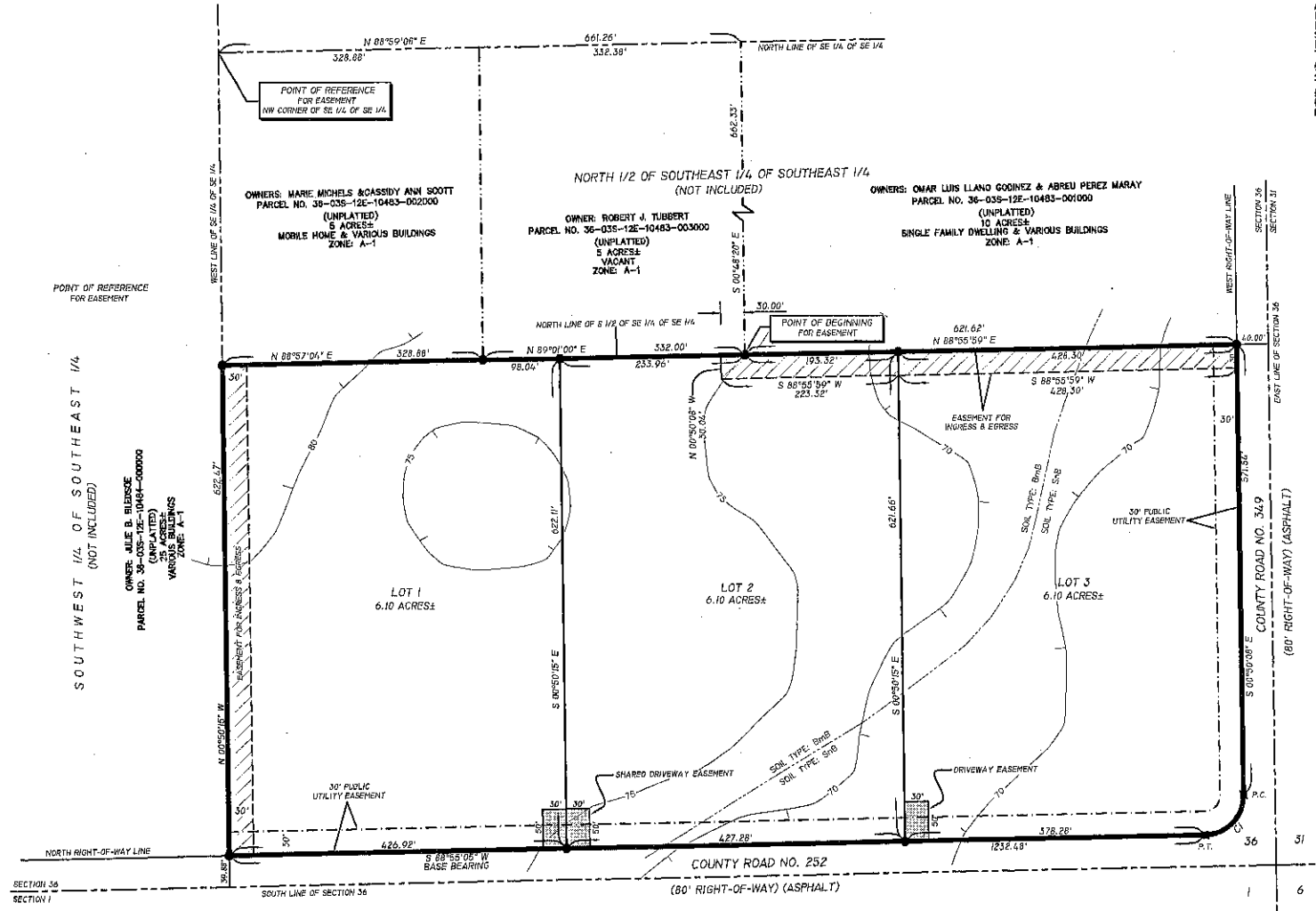
CERTIFICATE OF CLERK:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAVING BEEN DULY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA WAS ACCEPTED AND FILED FOR RECORD THIS _____ DAY OF _____ A.D. 2024, IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF SAID SUWANNEE COUNTY, FLORIDA.

CLERK OF COURT, SUWANNEE COUNTY, FLORIDA

CERTIFICATE OF TAX COLLECTOR

THIS IS TO CERTIFY THAT ALL PAYABLE AD VALOREM TAXES HAVE BEEN PAID AND ALL TAX SALES AGAINST THE LAND INCLUDED WITHIN THIS PLAT HAVE BEEN REDEEMED AS OF THIS DATE.



- ABBREVIATIONS**
- CONC. - CONCRETE
 - IP - IRON PIPE
 - REB. - REBAR
 - ST - STREET
 - AVE. - AVENUE
 - NO ID - NO IDENTIFICATION
 - FD - FOUNDED
 - CM - CONCRETE MONUMENT
 - ± - MORE OR LESS

VICINITY MAP NOT TO SCALE

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Discuss, with possible Board action, the Local State of Emergency due to Hurricane Idalia.

Considerations:

The hurricane was in August 2023.

The debris in the county right-of-way has been removed. The debris hauling operation has concluded in Suwannee County, and the roads have been videoed, per the monitoring company.

Surrounding counties have discontinued the Local State of Emergency.

Budget Impact:

N/A

Recommendation:

Discuss with possible Board action.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: February 6, 2024



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

To approve Fire Rescue to enter into an agreement with Lutheran Services Florida, Inc. d/b/a LSF Health Systems for a grant/funding to establish a Community Paramedic/Mobile Integrated Health Program.

Consideration:

The purpose of this program is for rural health care systems to reduce EMS and ER utilization by mobilizing partners and collaborators to advance health equity among populations that are at a higher risk and underserved. This program allows for a community paramedic to follow up with patients who need assistance and get them connected with the resources they need to reduce the utilization of the EMS and hospital system. We will emphasize reducing the effects of Opioid Disease because the funding detailed in the agreement is due to the Opioid Settlement the County received.

Budget Impact:

No Budget Impact. This program will be fully funded annually from the Opioid Settlement. This includes Salary, Benefits, and all budgeted costs of the Community Paramedic position- \$102,211. Estimated Operations Cost- \$50,000. The initial year also allows for an SUV vehicle for responding to patients-\$70,000. All medical equipment needed for the program as well as video laryngoscopes for all ambulances- \$100,000. Total program cost to be funded by Opioid settlement for year one- \$322,211.

Recommendation:

Fire Rescue respectfully requests the Board of County Commissioners to approve entering into an agreement with Lutheran Services Florida, Inc. d/b/a LSF Health Systems for a grant/funding to establish a Community Paramedic/Mobile Integrated Health Program pending County Attorney approval and approve the Fire Chief or County Administrator to sign any related documents.

Respectfully submitted:

Dated: February 6, 2024

Eddie Hand
Fire Chief

Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Phone: 386-364-3404

Eddie Hand, Fire Chief



To positively change lives within our community through teamwork



Mobile Integrated Health-Community Paramedicine Business Case Plan

BACKGROUND

Community paramedicine is a relatively new and evolving healthcare model. It allows paramedics and emergency medical technicians (EMTs) to operate in expanded roles by assisting with public health, primary healthcare and preventive services to underserved populations in the community. The goals are to improve access to care and to avoid duplicating existing services.

Patients lack access to primary care and use 9-1-1 and emergency medical services (EMS) to receive healthcare in non-emergency situations. This can create a burden on our EMS and health systems. Community paramedics can work in a public health and primary care role to address the needs of rural residents in a more efficient and proactive way by:

- Providing and connecting patients to primary care services
- Completing post-hospital follow-up care
- Integration with local public health agencies, home health agencies, health systems, and other providers
- Providing education and health promotion programs
- Providing services not available elsewhere in the community

THE NEEDS

In Suwannee County, more than 39.2% of the community are of the age 42-72, a group of working and aging residents require a broad spectrum of services. Roughly 15% of the population is 75-84 years of age or older, which is higher than the state average of 6.3%, with some having limited access to transportation to receive medical care. Individuals under the age of 65 without health insurance constituted approximately 12% of the total county population. Many will need proper healthcare evaluations or medications to prevent health deterioration over time. This causes an increase in the 9-1-1 requests for non-urgent, non-transport services causing a decrease in medical services units available that are non-reimbursable emergency services for 911 emergency response.

- Total EMS Calls in 2022: 10,332
- Percentage of Low Acuity EMS Calls: 20% Estimated
- Estimated 115 High Utilizers call 911 on the weekly basis.
- Estimated patients that will be served through MIH/CP Program:100-200

PROGRAM DESCRIPTION

It is the goal of the Community Paramedicine Program at Suwannee County to serve all residents of the County who have a need for medical services, making all residents available for this service. The Implementation of this program provides following benefits to Fire Rescue:

- Reducing 9-1-1 requests for non-urgent, non-transport services that are not reimbursable as emergency services.
- Decrease emergency room congestion.
- Reduction in hospital readmissions.
- Reduce Medical Units hold times in Emergency Rooms.
- Improve overall health outcomes.
- Increase in personnel wellness.

The Integrated Health/Community Paramedicine program accomplishes this by improving access to care, connecting patient to resources. Community Paramedics (CPs) whose primary function is to provide a wide range of medical and supportive services to all those in Suwannee County who are in need. Services range from post-discharge care, acute medical care needs chronic disease management, opioid addictions, medication management, fall prevention assessments, specific high-risk patients, and immunizations to helping locate needed medical equipment and arranging additional medical or social services through our community partners.

COMMUNITY PARTNERS

- Suwannee County Health Department (Local Health Department)
- HCA FL Suwannee Emergency (Community Emergency Room)
- HCA FL Lake City Hospital (Community Hospital)
- Haven Hospice (Community Partner)
- Suwannee Prevention Coalition, Inc. (BPCI) (Community Resource)
- Meridian Behavioral Healthcare, Inc. (Community Partner- Mental Health)
- Healthy Suwannee (Community Resource)
- Suwannee River Economic Coalition (Community Resource)
- Suwannee Valley Transits (Community Resource-Transportation)

OPERATIONAL PLANS / STAFFING MODEL

Community Paramedic position is needed to coordinate and provide services.

Community Paramedics will work under the direction of the Fire Chief and the EMS Medical Director and have the ability to determine if patients need ambulance transport via EMS, can be treated in place by the CP, or if patients can be referred to outside partners.

COSTS

Salary: \$65,133-salary, with retirement and all benefits \$102,211.

SUV: \$70,000, includes graphics and emergency lighting.

Medical Equipment: \$100,000.

Operation Costs: \$50,000.

SUSTAINABILITY

The program will be sustainable for the next 13 years being funded by the County's Opioid Settlement Funds. The program will measure its success based on data collection and call volumes. The program is adaptive to the patients and community's needs and continues to build partnerships with all community stakeholders.

PROJECT SUCCESS MEASURES

Data collection/data metrics that demonstrate program success measures:

- HELPS project data form.
- Cp patient care reports
- Analysis reports e-pcr program

Specific measures of success will be demonstrated by:

- Decreased number of low acuity 911 calls by high system utilizers.
- Increased access to care in Suwannee County
- Increased utilization of the Suwannee County CP Program.



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

Approve Fire Rescue to create a new full-time position of Community Paramedic within the Fire Rescue Budget.

Consideration:

Fire Rescue needs to create a position within the Department to operate and oversee the Community Paramedic/Mobile Integrated Health program. This position will report directly to the Fire Chief and work a normal 40hr work week. This position will be responsible to reduce EMS and ER utilization by mobilizing partners and collaborators to advance health equity among populations that are at a higher risk and underserved. This will follow up with patients who need assistance and get them connected with the resources they need to reduce the utilization of the EMS and hospital system.

Budget Impact:


No Budget Impact. This position will be fully funded annually from the Opioid Settlement. The Salary for this position will be \$65,133. Total budgeted salary with retirement, benefits and all budgeted costs is \$102,211.

Recommendation:

Fire Rescue respectfully requests the Board of County Commissioners approve the full-time position of Community Paramedic within the Fire Rescue Budget.

Respectfully submitted:

Dated: February 6, 2024

Eddie Hand 
Fire Chief

Classification Title: Community Paramedic- Fire Rescue

Statement of Function

This is responsible for technical work with Fire Rescue Services working as a certified Paramedic performing emergency medical aid. An employee in a position allocated to this class performs work involving providing assistance in clinical care coordination between the patient and various health care providers and professionals and facilities. This includes initial evaluations of patient medical problems and providing care to the critically ill on an emergency basis. Performs duties in accordance with all established policies, procedures, and medical protocols. Reports to immediate supervisor.

Examples of Work and Duties Performed:

Note: These examples are intended only as illustrations of the various types of work performed for this classification. The omission or specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Performs all job duties and responsibilities as described for Paramedic.

Examines, screens, treats, and coordinates health services for patients.

Conducts post-hospital release follow-up including, but not limited to monitoring medication, dressing changes, and checking vital signs.

Observes, records, and reports to physician patients' conditions and reactions to drugs, treatments, and significant incidents.

Conducts patient education, including diabetes prevention/ treatment, hypertension, congestive heart failure, chronic obstruction pulmonary disease, falls assessments, injury evaluation, geriatric frailty visits, and nutrition.

Administers patient care consistent with department protocols and physician orders.

Coordinates appointments and follow-ups with physicians and hospitals.

Develops and completes appropriate reports and templates for the community paramedic program.

Attends meetings as requested.

May supervise one or more employees.

Assists with identifying primary healthcare, public health, mental health, behavioral, and preventive wellness services for eligible citizens within the community.

Works with the local Health Department, Community Services Board, and behavioral health facilities to promote and conduct patient education, prescription drug treatment, appointment retention, and lifestyle assessments.

May assist in serving as the liaison to area hospital Emergency Services Directors, Operational Medical Directors, and local, regional, and State Department of Health agencies, EMS agencies, and area behavioral health facilities.

May work with local public health agencies, health systems, and other providers.

Makes recommendations regarding expenses and purchases relevant to EMS and behavioral health training, operations and equipment, vehicles, and delivery of service to include grant funds.

Expected to protect the privacy of all patient information in accordance with the Department's privacy policies, procedures, and practices as required by federal and Florida law and in accordance with general principles of professionalism as a healthcare provider.

Responds to emergency medical calls, providing basic, intermediate, and advanced life support to patients. Accesses the condition of patients and makes decisions regarding the proper course of action, e.g.: endotracheal intubation, medication calculation and administration, IV therapy administration, cardiac monitoring, cardiac defibrillation, CPR, sterile suctioning, control bleeding and wound care, management of cardiac arrest and severe trauma patients.

Receives emergency and non-emergency calls from dispatch; drives the emergency response unit to the call and/or hospital.

Utilizes all required safety measures when performing assigned job duties.

Assists in loading patients and/or transportation of patients to a medical facility. Maintains cleanliness of apparatus and equipment

assigned daily.

Inspects vehicle daily; ensures that vehicle is clean, fully equipped and in proper operating condition and in compliance with all state and local laws.

Completes all required forms and/or reports in compliance with established policies.

Attends and participates in company drills and training sessions.

Employees may perform specialized functions/operations in support of fire rescue as part of their duties.

Performs related work as required.

Autonomy

Works under the general direction of the Fire Chief. Makes decisions within the broad limitation of policies and within accepted standards.

Communication Requirements

Ability to effectively communicate and maintain positive working relationships with peers, superiors, and other fire rescue personnel and members of the public in a professional and appropriate manner.

Confidentiality

The Community Paramedic has regular access to confidential information such as department records, collective bargaining documents, and executive session strategies that are obtained during performance of regular position responsibilities; must maintain confidentiality about information learned in accordance with the State Public Records Law.

Accountability

Consequences of errors, missed deadlines or poor judgment may include adverse public relations, harm to persons and property, legal repercussions, and fines where applicable. The Community Paramedic is considered an essential services employee and is required to maintain or protect the health, safety or physical well-being of the Suwannee County given the conditions of the declared emergency.

Physical Requirements

The task involves a continuous operation of hand and power tools and full range of shop equipment to very exacting tolerances, calling for full ordination of sensory and manipulative ability to achieve full production to acceptable standards. The employee must regularly lift and/or move up to 10 pounds; frequently lift and/or move 50 pounds; and occasionally lift and/or move more than 100 pounds. Must meet department fitness requirements as indicated in the department SOP. SOG's

Environment Conditions

The task requires that work will be performed in adverse environmental conditions, close quarters or limited space area and possible hazardous conditions including flames, fire, chemicals, smoke, heat, gases, moving vehicles, falling structures and debris, electricity, poor ventilation, poor lighting, and related hazards. Must be able to perform work in heavy and cumbersome personal protective equipment for extended periods. The environment may also include a bio-hazardous threat, which necessitates the use of proper and functional disease control measures, etc.

Minimum Qualifications

High school diploma or equivalent

Must have State of Florida Paramedic certification.

Advanced Life Support certification

Pediatric Advanced Life Support certification

Must possess the appropriate class of the State of Florida Driver's License according to DOT standards.

3-5 years of experience in clinical, emergency medical treatment.

Knowledge, Skills, and Abilities

Knowledge of emergency medical, rescue, operation, and maintenance.

Knowledge of basic and advanced life support emergency medical treatment.

Knowledge of prehospital emergency medical procedures, techniques, methods, medication, equipment, and first aid.

Knowledge of incident management and supervisory practices relating to emergency response principles and the provision of emergency medical care.

Knowledge of EMS and departmental standard operating procedures, practices, requirements, and regulations.

Knowledge of EMS service and applicable laws, while building and legal issues.

Knowledge of defensive driving techniques and methods and ability to execute such methods quickly and efficiently.

Knowledge of Suwannee County's Street systems and geography.

Knowledge of departmental Standard Operating Procedure (SOP) and Standard Operating Guidelines (SOG) manuals.

Knowledge of principles and processes for providing customer services. This includes setting and meeting quality standards for services and evaluation of customer satisfaction.

Knowledge of safety rules, regulations, procedures and practices, directives and protocols. Maintain situational awareness and ensures operable resource management.

Skills in developing and maintaining cooperative and professional relationships with employees, managers, and representatives from other departments and organizations. Shares knowledge with staff for mutual and departmental benefit.

Skills to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.

Skills and judgment/decision-making dash evaluates the best method of research and then exercises appropriate judgment in establishing priorities and resolving complex matters. Considers their relative cost and benefits of potential actions to choose the most appropriate one.

Ability to rapidly determine locations by 911 grid addressing.

Ability to react quickly and efficiently in emergency situations.

Ability to receive, follow, and execute orders from a supervisor.

Ability to follow precise technical instructions in an emergency situation.

Ability to perform prolonged and difficult work under adverse conditions.

Ability to establish and maintain effective working relationships with coworkers and representatives from other agencies.

Ability to perform tasks and establish teamwork with other crew members.

Ability to establish self-discipline to accomplish daily tasks as required.

Ability to communicate ideas effectively, including the preparation of reports and logs.

Ability to listen and understand directions, information, and ideas presented verbally and in writing.

Ability to plan and organize daily work routine. Establishing the priorities for the completion of work in accordance with found time management methodology.

Ability to handle a variety of customer service issues with tact and diplomacy in a confidential manner.



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

To purchase Equipment needed for Community Paramedic/Mobile Integrated Health program.

Description:

Fire Rescue needs to purchase the equipment needed to operate the Community Paramedic program. Due to time constraints on the amount of time we must spend the funds, we are asking for approval to purchase the following items that are outside our spending authority.

Requested Action:

Authorization to purchase the following equipment and authorize the Fire Chief or County Administrator to sign any related documents:

1 SUV (Chevy Tahoe or Similar Size SUV)

1 Life Pak 15 Cardiac Monitor with associated equipment and 1 Lucas 3 Chest Compression System from Stryker Medical as a sole source provider.

Budget Impact:

No budget Impact. All equipment will be paid for from Opioid Settlement Funds.

The purchase price of the SUV not to exceed \$65,000. Due to time constraints on the grant, we may have to buy a vehicle off the lot and do not have an exact price at this time. Grant requires three quotes. The Purchase price of the Life Pak 15 Cardiac monitor and Lucas 3 Chest compression system is \$59,233.

Respectfully submitted:

Dated: February 6, 2024

Eddie Hand
Fire Chief



LP15 & Lucas Community Paramedicine 2024

Quote Number: 10858377

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: SUWANNEE COUNTY EMS

Rep: Eric Smith

Attn:

Email: eric.smith7@stryker.com

Phone Number: (904) 955-4647

Quote Date: 01/29/2024

Expiration Date: 02/28/2024

Contract Start: 01/29/2024

Contract End: 01/28/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SUWANNEE COUNTY EMS	Name:	SUWANNEE COUNTY EMS	Name:	SUWANNEE COUNTY EMS
Account #:	20171754	Account #:	20171754	Account #:	20171754
Address:	13530 80TH TERR	Address:	13530 80TH TERR	Address:	13530 80TH TERR
	LIVE OAK		LIVE OAK		LIVE OAK
	Florida 32060-8868		Florida 32060-8868		Florida 32060-8868

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	1	\$37,042.07	\$37,042.07
2.0	41577-000288	LP15 ACCRY SHIPKIT,AHA,S	PCE	1	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	4	\$484.80	\$1,939.20
4.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	PCE	1	\$687.20	\$687.20
5.0	11996-000456	RD SET DCI, 3ft. Adult Reusable Sensor, 1/box	PCE	1	\$323.20	\$323.20
6.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$23.20	\$23.20
7.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$26.40	\$26.40
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$36.80	\$36.80
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$52.00	\$52.00
10.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$345.60	\$345.60
11.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$62.40	\$62.40
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$88.80	\$88.80
13.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$0.00	\$0.00
14.0	21330-001365	Test load (for use with QUIK COMBO therapy cable)	PCE	1	\$0.00	\$0.00



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#	Product	Description	U/M	Qty	Sell Price	Total
15.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$16,612.45	\$16,612.45
16.0	11576-000071	LUCAS External Power Supply	PCE	1	\$393.60	\$393.60
17.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	1	\$740.00	\$740.00
Equipment Total:						\$58,372.93

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$859.42
Grand Total:	\$59,232.35

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

