

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
LIVE OAK CITY HALL
101 WHITE AVENUE SOUTHWEST
LIVE OAK, FLORIDA 32064**

TENTATIVE AGENDA FOR MAY 7, 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 the 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. April 16, 2024 – Regular Meeting

PUBLIC CONCERNS AND COMMENTS:

PROCLAMATIONS AND PRESENTATIONS:

2. Presentation of Florida Blue ProShare. (Tyson Johnson and J.D. Curls, Gallagher Insurance)
3. Presentation of new video for Suwannee County Economic Development. (Jimmy Norris, Economic Development Director, Charissa Setzer, Marketing Coordinator)

CONSENT:

4. Approval of payment of processed invoices.
5. Adoption of Resolution proclaiming May 25, 2024, as "Family Abduction Awareness Day."
6. Approval of destruction of County Records that have met their retention period as required in Section 28.31 of the Florida Statutes, Disposition Request Number 25B.
7. Approval of an agreement with the Florida Department of Transportation in the amount of \$6,800,000 for Construction and the Construction Engineering and inspection of the widening/resurfacing of existing lanes on CR49 from CR252 to US90 and adoption of an enabling resolution.
8. Approval of Supplemental Agreement No. 1 with the Florida Department of Transportation (FPN 438221-1-54-01 & 54-02) to add additional funds in the amount of \$352,769 for construction, construction engineering, and inspection for the resurfacing of 76th Street from US90 to River Road and the adoption of an enabling Resolution.
9. Approval of modification to Assignment and Assumption Agreement and Conditional License Agreement with APTIM and Spirit of the Suwannee
10. Approval of and authorization of the Chairman to execute the agreement with OTM Cyber for Cybersecurity for a three-year term. Budget impact: \$15,060 per year to be paid with special disbursement from the Florida Emergency Communications Board.
11. Approval of Supplemental Agreement with North Florida Professional Services, Inc. for architectural/engineering services for the redesign of the Multi-Purpose Building for the CDBG-CV Grant. Budget impact: \$15,000 to be paid from the grant.
12. Acceptance of the E911 System Yearly Maintenance Service Grant in the amount of \$73,826.88, including the Chairman's signature and consent to process invoices totaling the same.
13. Authorization to separate Clerk of Court and Board of County Commissioners employees when reporting to the Florida Department of Management Services, Division of Retirement, effective May 1, 2024.
14. Authorization to advertise for Request for Qualifications for Airport Engineering Consultant.

15. Award Bid 2024-05 to the highest responsive bidder, Big Bend Timber Services, LLC, for harvesting/timber sale on Parcel 34-01S-12E-09799-001000; bids were opened on April 2, 2024.
16. Award Bid 2024-04 to the lowest responsive bidder, Adam Boyd Bobcat Services, Inc. for clearing and grubbing; bids were opened on April 2, 2024. Budget impact: \$180,000 to be funded from 001-1110-511-6300-01.
17. Reappointment of Jeff Lee and Matthew Pennington to the Live Oak, Suwannee County Recreation Board for their respective four-year terms.

TIME-SPECIFIC ITEMS:

18. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit Request No. SP-24-04-01 by Gabriel La Rosa and Ana Fernandez to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture to construct (10) poultry houses on property zoned Agriculture-1 (A-1) (Ron Meeks, Development Services Director) **“PETITION WITHDRAWN”**
19. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit Request No. SP-24-04-02 by Inalvis Hernandez to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture to construct (8) poultry houses on property zoned Agriculture-1 (A-1) (Ron Meeks, Development Services Director) **“PETITION WITHDRAWN”**

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

CONSULTANT ITEMS:

GENERAL BUSINESS:

20. Discuss, with possible Board action, litter pick-up. (Greg Scott, County Administrator)

21. **Additional Agenda Items.** The Chairman calls for additional items.

22. Administrator's comments and information.

23. Board Members Inquiries, Requests, and Comments.

5:30 p.m.

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

Chairman Land called the meeting to order at 5:31 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

MINUTES:

The first item on the agenda was to approve the minutes of the April 2, 2024 regular meeting and April 4, 2024 RFQ 2024-03 Bid Tabulation meeting.

Commissioner White moved to approve the minutes of the April 2, 2024 Regular meeting and the April 4, 2024 RFQ 2024-03 Bid Tabulation meeting. Commissioner Perkins seconded, and the motion carried unanimously.

PUBLIC CONCERNS AND COMMENTS:

Chairman Land stated that in order to speed along the meeting and discuss regular matters first, he would move all RV park-related public comments to agenda item seventeen; however, if there were those of the public wishing to comment about other matters, they could do so now.

Mr. Keith Broaders, 201 Ranchero Street SW, noted that he would be teaching another class on the Constitution due to the overreach of the Federal government.

Mr. Jesse Monroe, 2552 282nd Terrace, Branford, expressed health concerns about smart meters placed on homes by Suwannee Valley Electric Cooperative as well as the dangers of cell phones and wireless connections. He then submitted handouts and discussed numerous health issues with such connections. He made recommendations on how to handle the situation.

Ms. Ana Van Der Berg (aka Gamboa), 22152 County Road 250, was concerned with the number of drones flying around and over her house and invading per privacy. She believed that various County departments were the cause of it.

It being after 5:25 p.m., Chairman Land moved to Time Specific Items.

TIME-SPECIFIC ITEMS:

The eleventh item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider Special Permit Request No. SP-24-04-01 by Gabriel La Rosa and Ana Fernandez to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture to construct (10) poultry houses on property zoned Agriculture-1 (A-1).

Chairman Land opened the public hearings and noted some legal issues.

County Attorney Morrison asked for time to further investigate the procedures for approving this permit and the following one, as there were some questions as to jurisdiction and the right to farm.

Chairman Land agreed to hold the public hearings on May 7th.

Commissioner Perkins moved to continue the public hearings regarding intensive agriculture until the next regular meeting on May 7th. Commissioner Mobley seconded, and the motion carried unanimously.

The twelfth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider Special Permit Request No. SP-24-04-02 by Inalvis Hernandez to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture to construct (8) poultry houses on property zoned Agriculture-1 (A-1).

This item was postponed until May 7.

The thirteenth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the second of two public hearings to consider the adoption of an ordinance for LDR 24-01, an application by the Board of County Commissioners to amend Section 14.11 of the Land Development Regulations by adding Section 14.11(b)(11) All tower construction must provide a generator for backup power for a minimum for 48 hours. Co-location of an existing tower must be connected to the generator onsite or provide their own generator to serve their equipment for the same 48-hour minimum.

Chairman Land opened the public hearing.

County Attorney Morrison swore in those wishing to speak.

Director Meeks noted that the change in Land Development Regulations was recommended because of extended cell phone outages after Hurricane Idalia. This was the second public hearing on the matter, and he recommended approval.

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

Commissioner White moved to approve an ordinance for LDR 24-01, an application by the Board of County Commissioners to amend Section 14.11 of the Land Development Regulations by adding Section 14.11(b)(11) All tower construction must provide a generator for backup power for a minimum for 48 hours. Co-location of an existing tower must be connected to the generator onsite or provide

their own generator to serve their equipment for the same 48-hour minimum. Commissioner Perkins seconded, and the motion carried unanimously. (Ordinance No. 2024-06)

CONSENT:

The second item on the agenda was to approve payment of \$3,633,108.67 in processed invoices.

The third item on the agenda was approval of Public Transportation Grant Agreement (PTGA) #446665-3 with the Florida Department of Transportation for the Design and Rehabilitation of the Airport Entrance Road and Expansion of the FBO Parking Lot at the Suwannee County Airport, to approve the required resolution, and to authorize staff to sign all related documents. **(Agreement No. 2024-56 and Resolution No. 2024-31)**

The fourth item on the agenda was approval of Public Transportation Grant Agreement (PTGA) #446665-4 with the Florida Department of Transportation for the Fuel Tank Inventory Monitoring System Upgrade to the Fuel Farm at the Suwannee County Airport, to approve the required resolution, and to authorize staff to sign all related documents. **(Agreement No. 2024-57 and Resolution No. 2024-32)**

The fifth item on the agenda was approval of Public Transportation Grant Agreement (PTGA) #446665-5 with the Florida Department of Transportation for the Purchase of Airfield Equipment at the Suwannee County Airport, to approve the required resolution, and to authorize staff to sign all related documents. **(Agreement No. 2024-58 and Resolution No. 2024-33)**

The sixth item on the agenda was approval of a Statewide Mutual Aid Agreement – 2023 (SMAA) with the Florida Division of Emergency Management. **(Agreement No. 2024-59)**

The seventh item on the agenda was approval of Change Order No. 1 with Music Construction for modifications in plans to meet site conditions for the 80th Terrace and 139th Drive road reconstruction.

Budget impact: decrease in the amount of \$18,679.32. Project funded by FDOT. **(Agreement No. 2024-08-01)**

The eighth item on the agenda was authorization to advertise a Request for Qualifications (RFQ) for Construction Engineering and Inspection (CEI) for the Catalyst Watermain Extension.

The ninth item on the agenda was to declare Air Burners a sole source provider and authorize purchase of a trench burner in the amount of \$62,069 from the Solid Waste Department. Budgeted item.

The tenth item on the agenda was award of RFP 2024-06 to RDK Truck Sales to lease three (3) front-load garbage trucks for the Solid Waste Department. Budgeted items. **(Agreement No. 2024-60)**

Commissioner Perkins moved to approve consent items 2-10. Commissioner Mobley seconded, and the motion carried unanimously.

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This item was discussed before the consent agenda.

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This item was discussed prior to the consent agenda.

CONSITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

There were none.

COMMISSIONERS ITEMS:

Commissioner Perkins asked Ms. Chenelle Harris to speak about her agency.

Ms. Harris, Sincere Care Center, 625 East Tennessee Street, Tallahassee, discussed her company, which handled comprehensive care for women, including birthing, and hoped to expand into Suwannee County in the near future.

After questioning, Ms. Harris replied that her company did not provide abortions or terminations of pregnancies.

Brief discussion ensued on what Sincere Care Center provided to the community.

COUNTY ATTORNEY ITEMS:

There were none.

GENERAL BUSINESS:

The fourteenth item on the agenda was to discuss, with possible Board action, a Conservation Technician position.

Mr. Garrett McCray, Program Administrator, stated that the Soil and Water Conservation District worked with the Florida Department of Agriculture and Consumer Services (FDACS) to provide services to farmers. As part of this work, it had been determined that there was a discrepancy between employees' salaries in various districts. Mr. McCray noted that there had been two employees working with the local Soil and Water Conservation District, but one had unexpectedly passed away and had not yet been replaced. The requested salary increase was 100% reimbursed by FDACS and would be retroactively effective to December 25, 2023.

Mr. Barton Wilder, FDACS, thanked the County for being in partnership with his agency. He noted that the salary increase was to help with the retention of employees.

Commissioner Mobley moved to approve an increase in salary for a Conservation Technician position to bring it in line with other related positions statewide, retroactively effective December 25, 2023, with the increase to be paid for by the Florida Department of Agriculture and Consumer Services. Commissioner White seconded, and the motion carried unanimously.

The fifteenth item on the agenda was to discuss, with possible Board action, final plat approval of Broken Pines Subdivision.

Director Meeks discussed the subdivision, noting that as a minor subdivision, only one meeting for approval was needed. The property was located on 169th Road (Rocky Sink Road) located in Section 27, Township 2 South, and Range 12 East and the two lots were each 5.01 acres in size. He stated that this was part of a parent parcel that required further divisions to be in platted subdivisions.

Commissioner White moved to approve the final plat of Broken Pines Subdivision.

Commissioner Perkins seconded, and the motion carried unanimously.

The sixteenth item on the agenda was to discuss, with possible Board action, the appointment of two members to the North Florida Water Utility Authority.

County Attorney Morrison stated that there was a necessary amendment to the interlocal agreement for the North Florida Water Utility Authority since Hamilton County had dropped out of the agreement and Columbia County had several changes to the wording. The amendment allowed counties (including Hamilton) to join when they desired. He asked that the Board execute the amended agreement.

Commissioner Perkins moved to approve an agreement with Columbia County to establish the North Florida Water Utility Authority. Commissioner White seconded, and the motion carried unanimously. (Agreement No. 2024-61)

County Administrator Scott stated that the Board needed to appoint two members to the Utility Board and that Columbia County would do the same. The combined Authority would appoint a fifth member.

Chairman Land recommended that Commissioner White be appointed since he had been instrumental in creating the Authority.

Brief discussion ensued on possible members.

Commissioner White moved to appoint Commissioners White and Mobley to the North Florida Water Utility Authority. Commissioner Perkins seconded, and the motion carried unanimously.

The seventeenth item on the agenda was to discuss RV parks.

Chairman Land stated that he had no idea that the citizens of his district did not know about the RV park that was proposed and then approved in a previous meeting. He apologized to his constituents, adding that the Board could not undo the decision.

County Attorney Morrison delivered a background on civics and government as it related to the County Commission. He stated that the Board could not undo the decision it had made in its quasi-judicial capacity, such as when a special permit was heard, although it could do so on rules (ordinances, etc.) and other non-judicial actions. In special permit hearings, the County Commission was seen as a type of court/judge, and therefore they could not rehear their own decision. Appeals could be made to a higher court. As a bedrock rule of American government, a judge could not reconsider their decision. The same application was made for the County Commission when they were sitting as a quasi-judicial body for items such as special hearings, and they could not legally rehear an issue. County Attorney Morrison stated that the Board had met the legal criteria for holding the special hearing, and even if the County had not done so, there was an avenue for relief through the courts, not through rehearing by the County Commission. He stated that according to the Florida Constitution and applicable statutes, the Board could not rehear the special permit hearing on the RV park in Dowling Park, and to do so would violate their oath to uphold the Constitution and laws of the land. County Attorney Morrison reiterated that if the Board were to rehear the RV park, they would be breaking the law, and he could discuss the penalties to the individual Board members if they so desired. He added that he had spoken with attorneys from the Florida Association of Counties, and he had been given the same answer. The only mechanism to appeal what the Board had done regarding the RV park was to appeal to the courts.

After questioning, County Attorney Morrison stated that if the Board decided to rehear the RV park hearing, they could be sued by the applicant and would be forced to approve it anyway, they would lose their individual immunity when elected officials acted in wanton disregard to human or property rights and would personally be sued, and lastly, it would be considered a civil rights issue and cost the County attorneys' fees.

Chairman Land asked what the appeal process would be. County Attorney Morrison replied that the Florida Statutes gave a method of appealing the decision of the County Commission and recommended that concerned citizens review them.

Chairman Land clarified that special permit signage in the future would be larger and brighter as well as additional signs placed on all adjoining roads, not just one.

County Attorney Morrison added that the County website would be updated to follow current Statutes and policies.

Mr. Brian Metzger, 11054 225th Road, responded to County Attorney Morrison's memorandum regarding the RV park at Dowling Park. His belief was that the County had already broken its rules since there was an RV park near Dowling Park at the Advent Christian Village (Tresca Park) that he was allowed to use when asked. Mr. Metzger noted that the Florida Statutes disagreed with the County's definition of an RV park and that it must be enforced. He noted that according to the County's LDRs, an RV park must not be a detriment to the surrounding citizens and must not negatively affect their property values. Mr. Metzger asked if Commissioner Land had contacted the citizens around the RV park property before the hearing. Commissioner Land that he had not personally contacted any, as far as he had been able to determine from speaking with current and former commissioners, neither had any other commissioners for any other special permit they had heard.

Mrs. Nancy Metzger, 11054 225th Road, discussed the zoning change at CR 250 and 225th Road (RV park). She was concerned about the County's inability to properly communicate instructions to the public, since the County's website had outdated information.

Mr. Marc Kippur, 22182 CR 250, discussed the RV park in Dowling Park. He stated that he had a Master's degree in Public Administration and had not seen environmental, traffic, garbage, and policing

impact studies for the RV park. Mr. Kippur was concerned that the Board had not done their due diligence.

Mr. Kippur asked what the timeline was to appeal the Board's decision.

County Attorney Morrison replied that he could not give an answer to Mr. Kippur since the issue could adversely affect the Board, his client.

Mr. Kippur continued to express his concerns about the RV Park.

Chairman Land clarified that the environmental, garbage, etc. permits would be approved through the Department of Health now that the initial site application had been approved by the Board. A traffic study was done prior to approval of the application by the Board.

Mr. Bobby Grantham, living off 225th Street, discussed the RV Park at Dowling Park. He stated that he was from South Florida and had moved to Suwannee County to have a quiet homeplace after many years as a superyacht captain. He did not wish to live by an RV park and did not know how Dowling Park's stores could handle the increased traffic.

Mr. William Rego, 22177 Lancaster Road, discussed the Dowling Park RV park. He was concerned with semi-trucks and campers using the local roads at a high rate of speed.

Chairman Land stated that the Department of Transportation would be doing work on CR 250 starting in 2025.

Mr. Rego clarified that CR 250 would be even more crowded with an RV park being built.

Ms. Ana Van Der Berg (aka Gamboa), 22152 County Road 250, discussed the RV park at Dowling Park, stating that her property was right behind it. She discussed an appeal timeline and asked for copies of any documents the County Attorney or Board had on appealing to the courts. Mrs. Camboa stated that she would sue the County Commissioners as a group and individually and had won her last *pro se* case.

Mr. Shaunn Hembree, 22919 128th Path, discussed the RV park at Dowling Park. He suggested that the Board do their research on the LDRs and noted that the Board was looking at a class action

lawsuit. Mr. Hembree noted that he grew up in a trailer park in another county and mentioned the various negative consequences of living in such a place. He then read Scripture talking about taking bribes.

Commissioner White asked if Mr. Hembree was accusing the Board of taking bribes, because the Board had not done so. Mr. Hembree asked if Commissioner White felt guilty about his decision. Commissioner White emphatically replied that he did not.

Mr. Hembree discussed signage and how the RV park would affect properties in the area.

Chairman Land noted for the record that he lived down the road from the RV park.

Mr. Dennis Martin, 4240 River Road, stated that it appeared the Board's hands were tied since their attorney had made his recommendation based upon the law. Mr. Martin stated that the Board must follow the LDRs, and they had not done so in the case of the Dowling Park RV park. Mr. Martin asked about labeling the signs.

Chairman Land clarified that the County was changing the color and format of its future signs based upon citizen complaints regarding this RV park.

Mr. Martin talked about previous lawsuits involving the County and land development, one of which involved the lack of receipt of a letter notifying adjoining property owners. He explained that in that case, the property owners who had already constructed an ATV park lost their case and had to cease operations, costing them a lot of money. Mr. Martin suggested that the RV park owners (Russell and Vicky Music DePratter) look at placing the RV park on another of their properties. He was concerned that the Board would allow a large RV development but not allow individuals to place RVs on their own property.

Chairman Land clarified that the purpose behind not allowing RVs on personal property without permits was because of those who were skirting the law or dumping septic waste onto the yard.

Mr. Philip Knowles, 22719 128th Street, believed the County Attorney should answer the public's questions as they paid his salary. He also wished that the Board would inform the public of its meetings.

Chairman Land clarified that the agenda was available online to the public, was advertised, and hundreds of people were emailed the agenda; he suggested that Mr. Knowles contact the County Offices to have his name added to the email list.

Commissioner Hale stated that there was no way the County could provide paper agendas to all the citizens of the community. However, perhaps the County could have a subscription link on its website.

Mr. Knowles was concerned that RV applicants had to wait for garbage, sewage, and other types of permits until after the initial permit was approved by the County Commission.

Discussion ensued on possibly having an agenda subscription in the yearly tax bills.

Lynn Parker, 22346 120th Street, stated that personally attacking the County Commissioners was getting nowhere. She stated that she would be starting a Facebook site for those opposed to the Dowling Park RV park to address moving forward with their judicial options.

Mrs. Janet Donalds, 114327 225th Road, thanked the Board for listening to the constituents at the previous and current meetings but that she and others would be suing about the RV park in Dowling Park. She suggested that Suwannee County begin advertising in the *Riverbend News*, not the *Lake City Reporter*, since many local citizens did not receive the *Lake City Reporter*. Mrs. Donalds suggested more checks and balances for Planning and Zoning, as that department had cost the County several times.

Mr. Rego asked if the Board could send letters to all adjoining owners. Chairman Land replied that this was the lawsuit Mr. Martin had discussed, and the County had gone above and beyond the Statutes by sending the letters; this is what had led to the lawsuit in the first place and cost money.

Mr. Moses Clepper, 14581 102nd Path, stated that it was important to attend Board meetings and he was sad that most of the folks only came for the RV park issue instead of regularly attending like himself. He added that the commissioners were human and he had butted heads with each and every one of them, but there were far more important topics than the RV park that were regularly discussed

without much attendance by the public. He stated that the public was part of the problem because they had not reached out to the County Offices in the past to get copies of Board agendas, and he had been surprised that no one had attended the meeting in which the RV park in Dowling Park was approved.

Chairman Land noted that he had asked if proper advertisement had been done at the meeting in which the RV park had been approved before he had taken a vote, and he had been informed by County staff that all legal advertisements and requirements had been fulfilled.

Mr. Brian Campbell, 12689 225th Road, stated that he had not seen legal signage about the RV park. He stated that he was younger than most of those at the meeting and did not subscribe to a newspaper; instead, he suggested that the County look at better advertising through social media, etc.

Mr. Knowles discussed the Florida Statutes regarding RV parks based upon his experience.

Commissioner Hale asked the public what the go-to social media application was for them. Facebook was the preferred method, with Instagram also mentioned.

Mr. Dale Parker, 22505 120th Street, stated that he had moved from Tampa to get out of high-traffic and high-population areas. He wondered if the RV park owners had investigated the location of RV park, especially because of the rural nature of the surrounding areas that included the use of manure for farming purposes which would create odors at the RV park.

Mr. Austin Heebner, 11468 217th Road, asked if anyone had spoken to the DePratters about moving or cancelling the RV park, adding that they had also recently received approval for a bitcoin facility on another of their properties whose sole purpose was to make them money.

The eighteenth item on the agenda was Additional Agenda Items.

There were none.

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

County Administrator Scott updated the Board on the City's annexation of property on Bass Road and a traffic study would need to be completed.

The Board agreed by consensus to a traffic study at Bass Road and US 129 related to the City's annexation of property for hundreds of housing units off Bass Road.

Commissioner Hale suggested a joint County-City-School Board workshop to discuss the annexation of property into the City.

County Administrator Scott stated that many years before, Florida Statutes had required meetings between the City Council, School Board, and County Commission to work out traffic flow, growth, etc.

County Administrator Scott discussed reimbursement from FEMA regarding Hurricane Idalia and that his office was reviewing recommendations to improve reimbursement for future emergency events. He also thanked County staff for their work during a recent wind and rain event. County Administrator Scott noted development at the Interstate-75 and CR 136 interchange and closing of some boat ramps due to the high level of the Suwannee River after recent rains.

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

Commissioner Perkins thanked Mr. Broader for his comments and class about the Constitution. He also thanked various County departments for their work after recent wind and rain damage and for the public who had attended the current meeting.

Commissioner Mobley thanked everyone for attending the meeting and apologized to the public for the issues surrounding the Dowling Park RV park.

Commissioner Hale thanked the public for attending the meeting.

Commissioner White had nothing to discuss.

Chairman Land apologized again to his constituents that they did not know about the RV park in Dowling Park and hoped that the Board was rectifying the situation for future special requests. He stated

that he had been personally accosted and threatened because of the issue, but the Board cared much more for Suwannee County than what the public gave them credit. Chairman Land noted that Suwannee County was growing, and the Board was doing the best they could under the circumstances.

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

There being no further business to discuss, the meeting adjourned at 7:45 p.m.

ATTEST:

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

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

DRAFT

PROCLAMATIONS AND PRESENTATIONS

Presentation of Florida Blue ProShare.
(Tyson Johnson and J.D. Curls, Gallagher Insurance)

PROCLAMATIONS AND PRESENTATIONS

Presentation of new video for Suwannee County Economic Development. (Jimmy Norris, Economic Development Director, Charissa Setzer, Marketing Coordinator)

Agenda Item No. 4

Approval of payment of processed invoices.

Subject: proclaiming Family Abduction Awareness Day May 25th

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

County Commission,
Would you please consider proclaiming May 25th Family Abduction Awareness Day in your county?

Attached is the language that a Florida city has approved for this year.

Thanks!

Chris

(214) 454-6604 mobile



Chris Felder | Florida Chair

a: National Parents Organization

e: chrisfelder@sharedparenting.org

w: www.sharedparenting.org

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

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A RESOLUTION DEDICATING FAMILY ABDUCTION AWARENESS DAY

WHEREAS, it is the policy of this county that preventing Family Abduction is a priority. Every 40 seconds, a child goes missing or is abducted in the United States. 90% of all missing children get taken by their parents or another family member. As we strive to remain vigilant and informed about the dangers that face children within our communities, it is critical to recognize that Family Abduction is a serious crime in all 50 states – not only a “civil matter.”

WHEREAS, a Family Abduction occurs when a child is taken, wrongfully retained, or concealed by a parent or other family member depriving another individual of their right to custody or visitation, even in cases with vague or absent court orders. The legislature decided that contempt of court is not an adequate remedy for family abduction and made criminal two types of conduct involving custody, interference with custody and parental kidnapping.

WHEREAS, a Family Abduction is often an act of frustration with the left-behind parent, the legal system, or their own situation in life. A Family Abduction has distinctive characteristics including emotional and psychological trauma to the child and left-behind family. Law enforcement officers should recognize these events as not harmless offenses where two parents are arguing over who ‘loves the child more,’ but instead as an insidious form of child abuse.

WHEREAS, it is incumbent on law enforcement agencies to maintain written plans which specify actions and procedures for promptly meeting situations of alleged Family Abduction. Courts have held that law enforcement is responsible for making certain that the child is with the person who has lawful custody and must verify the validity of any court orders; and when an agency fails to identify a need for training and to set policy for matters which are foreseeable, it creates a threat to public health. It must be emphasized that law enforcement officers must not become involved in the merits of a case or the child’s preferences.

WHEREAS, National Missing Children’s Day is commemorated on May 25th to remember missing children and spread the word about Family Abduction.

NOW, THEREFORE, BE IT RESOLVED that, in partnership with the National Parents Organization and its collaborative organizations, May 25, 2024 is proclaimed as Family Abduction Awareness Day, as a reminder to strengthen our efforts to reduce the threat of Family Abduction, reunite the children who are missing with their families, and honor all those who are working for the cause.

THEREFORE, BE IT FURTHER RESOLVED that Suwannee and law enforcement agencies are urged to initiate community outreach programs to reduce threats of Family Abduction and impart what kind of support communities should expect from law enforcement.

SUWANNEE COUNTY RESOLUTION NO.: 2024 - _____

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____, 2024.

Attest:

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

Barry A. Baker
County Clerk

Travis Land
Chairperson

SUWANNEE COUNTY RESOLUTION NO.: _____

EXECUTIVE SUMMARY

Barry Baker
Clerk of the Circuit Court

Synopsis: Consider approval for destruction of Clerk records according to Florida Statutes.

OBJECTIVE:

To have the Board of County Commissioners authorize destruction of Clerk records that have met their retention period as required in Section 28.31 of the Florida Statutes.


CONSIDERATION:

The attached Records Disposition Request reflects specific Clerk records that have met their retention period as provided by the General Records Schedules for State and Local Government Agencies and are now eligible for destruction. Before the records are destroyed, the office must have the Board's approval.

RECOMMENDATION:

That the Suwannee County Board of County Commissioners review the information presented by the Office of the Clerk of the Circuit Court and approve destruction of Clerk Records found on Clerk Records Disposition Request Number 45, consisting of three pages.

April 19, 2024

Prepared By: 

**ERIC MUSGROVE
DEPUTY CLERK**

For: **BARRY BAKER
CLERK OF THE CIRCUIT COURT**

RECORDS DISPOSITION DOCUMENT

No. **Clerk 45**
 Page 1 of 3 pages

AGENCY NAME AND ADDRESS:

Suwannee County Clerk of the Circuit Court
 200 South Ohio Avenue
 Live Oak, FL 32064

AGENCY CONTACT (NAME AND PHONE #)

Eric Musgrove
 Records Manager
 386.362.0564

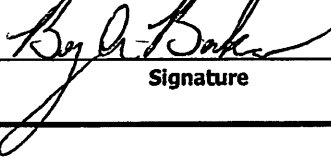
NOTICE OF INTENTION: The scheduled records listed below are to be disposed of in the manner checked below:

Microfilming and Destruction

Destruction

Other

SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.


 Signature

Barry A Baker - Clerk of
 Name and Title

4/19/2024
 Date

LIST OF RECORD SERIES

| Schedule Item | Item No. | Title | Retention | Inclusive Dates | Volume in Cubic Feet | Disposition Action and Date Completed After Authorization |
|---------------|----------|---|-----------|-------------------------|----------------------|---|
| GS1-SL | 189 | Access Control Records | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 122 | Administrator Records: Agency Director/Program Manager | 10 Y | 12/21/1858 - 12/31/2013 | | |
| GS1-SL | 82 | Affirmative Action Records | 2 Y | 12/21/1858 - 12/31/2021 | | |
| GS1-SL | 89 | Calendars | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 379 | Committee/Board Appointment Records: Non-Selected Applicants | 4 Y | 12/21/1858 - 12/31/2019 | | |
| GS1-SL | 174 | Comprehensive Master Plans: Adopted (Supporting Documentation) | 5 Y | 12/21/1858 - 12/31/2018 | | |
| GS1-SL | 391 | Computer Logs (This is also prior authorization through 12/31) | 30 d | 12/21/1858 - 12/31/2024 | | |
| GS1-SL | 186 | Directives/Policies/Procedures | 2 Y | 12/21/1858 - 12/31/2021 | | |
| GS1-SL | 259 | Disaster Preparedness Drill Records | 2 CY | 12/21/1858 - 12/31/2021 | | |
| GS1-SL | 98 | Disciplinary Case Files: Employees | 5 Y | 12/21/1858 - 12/31/2018 | | |
| GS1-SL | 260 | Drug Test Case Files | 5 Y | 12/21/1858 - 12/31/2018 | | |
| GS1-SL | 231 | Electronic Records Software and Documentation | Life | 12/21/1858 - 12/31/2023 | | |
| GS1-SL | 206 | Employee Conduct Counseling Records | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 24 | Employment Application and Selection Records | 4 Y | 12/21/1858 - 12/31/2019 | | |
| GS1-SL | 103 | Equal Employment Opportunity Compliance Records | 4 Y | 12/21/1858 - 12/31/2019 | | |
| GS1-SL | 224 | Equipment/Vehicle Usage Records | 1 CY | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 157 | Federal Income/Employment Tax Forms/Reports | 4 Y | 12/21/1858 - 12/31/2019 | | |
| GS1-SL | 349 | Grant Files: Unfunded Applications (Applicant's Copies) | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 241 | Incident Report Files | 4 Y | 12/21/1858 - 12/31/2019 | | |
| GS1-SL | 188 | Injury Records | 5 CY | 12/21/1858 - 12/31/2018 | | |
| GS1-SL | 27 | Litigation Case Files | 5 Y | 12/21/1858 - 12/31/2018 | | |
| GS1-SL | 1 | Mail: Undeliverable/Returned | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 30 | Management Surveys/Studies: Internal | 1 CY | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 4 | Minutes: Official Meetings (Preliminary/Audio Records/Video Recordings) | 2 Y | 12/21/1858 - 12/31/2021 | | |
| GS1-SL | 123 | Minutes: Official Meetings (Supporting Documents) | 2 Y | 12/21/1858 - 12/31/2021 | | |
| GS1-SL | 33 | Minutes: Other Meetings | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 34 | News Releases (This is also prior authorization through 12/31) | 90 d | 12/21/1858 - 12/31/2024 | | |
| GS1-SL | 395 | Payment Card Sensitive Authentication Data (This is also prior authorization through 12/31) | Immediate | 12/21/1858 - 12/31/2024 | | |
| GS1-SL | 214 | Payroll Records: Not Posted | 50 CY | 12/21/1858 - 12/31/1973 | | |
| GS1-SL | 195 | Payroll Records: Supporting Documents | 3 CY | 12/21/1858 - 12/31/2020 | | |
| GS1-SL | 38 | Position Description Records | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 142 | Proclamations | 2 CY | 12/21/1858 - 12/31/2021 | | |
| GS1-SL | 139 | Promotion/Transfer Records | 4 CY | 12/21/1858 - 12/31/2019 | | |
| GS1-SL | 41 | Property Transfer Records | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS1-SL | 128 | Public Information Files (This is also prior authorization through 12/31) | 90 d | 12/21/1858 - 12/31/2024 | | |
| GS1-SL | 143 | Resolutions: Supporting Documents | 3 CY | 12/21/1858 - 12/31/2020 | | |
| GS1-SL | 144 | Social Security Controlled Summary Records | 4 CY | 12/21/1858 - 12/31/2019 | | |
| GS1-SL | 374 | Subpoenas | 1 Y | 12/21/1858 - 12/31/2022 | | |

| | | | | | | |
|--------|-------|---|---|-------------------------|--|--|
| GS1-SL | 243 | Verification Records: Attendance/Employment/ Enrollment (This is also prior authorization through 12/31) | 90 d | 12/21/1858 - 12/31/2024 | | |
| GS1-SL | 54 | Visitor/Entry Logs (This is also prior authorization through 12/31) | 30 d | 12/21/1858 - 12/31/2024 | | |
| GS1-SL | 55 | Workers' Compensation Records | 5 CY | 12/21/1858 - 12/31/2018 | | |
| GS11 | 71 | Registrations: Bail Bond Agents | 1 Y | 12/21/1858 - 12/31/2022 | | |
| GS11 | 74 | Tax Deed Sale Records | 4 Y | 12/21/1858 - 12/31/2019 | | |
| GS11 | 72 | Wills: Safekeeping | 20 CY | 12/21/1858 - 12/31/2002 | | |
| RJA | 2.430 | Felony Cases: No information filed, dismissed, nolle prosequi, or not guilty | 10 Y | 12/21/1858 - 12/31/2013 | | |
| RJA | 2.430 | Juvenile proceedings other than orders permanently depriving a parent of custody | 5 Y after last entry or age of majority, whichever is later | 12/21/1858 - 12/31/2018 | | |
| RJA | 2.430 | Misdemeanor Actions, Criminal Traffic Violations, Civil Litigation in County Court other than Small Claims, and Civil Proceedings in Circuit Court except Marriage Dissolutions and Adoptions | 5 Y | 12/21/1858 - 12/31/2018 | | |
| RJA | 2.430 | Probate, Guardianship, and Mental Health Proceedings | 10 Y | 12/21/1858 - 12/31/2013 | | |
| RJA | 2.430 | Small Claims | 2 Y | 12/21/1858 - 12/31/2021 | | |
| RJA | 2.430 | Traffic Infractions (This is also prior authorization through 12/31) | 60 d | 12/21/1858 - 12/31/2024 | | |
| RJA | 2.440 | Courts Accounts Payable/Receivable Records: Summary | 10 Y | 12/21/1858 - 12/31/2013 | | |
| RJA | 2.440 | Courts Accounts Payable: Supporting Documents | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Accounts Receivable: Supporting Documents | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Administrative Records: Public Officials | 10 Y | 12/21/1858 - 12/31/2013 | | |
| RJA | 2.440 | Courts Administrative Support Records | 2 Y | 12/21/1858 - 12/31/2021 | | |
| RJA | 2.440 | Courts Attendance and Leave Records | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Bad Check Records | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Balance Sheets | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Budget Records: Supporting Documents | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Calendars | 1 Y | 12/21/1858 - 12/31/2022 | | |
| RJA | 2.440 | Courts Cash Collection Records | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Cash Register Tapes | 2 Y | 12/21/1858 - 12/31/2021 | | |
| RJA | 2.440 | Courts Checks: Cancelled | 5 Y | 12/21/1858 - 12/31/2018 | | |
| RJA | 2.440 | Courts Checks: Log | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Checks: Registers | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Accounts Payable/Receivable Records: Supporting Documents | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Bank Statements: Reconciliation | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Cash Receipt/Report Records | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Checks: Registers | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Checks: Stubs | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Deposit Slips | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Depository Ledger Reports | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Child Support/Alimony: Journals | 4 Y | 12/21/1858 - 12/31/2019 | | |
| RJA | 2.440 | Courts Correspondence and Memoranda: Administrative | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Correspondence and Memoranda: Program and Policy Development | 5 Y | 12/21/1858 - 12/31/2018 | | |
| RJA | 2.440 | Courts Directives/Policies/Procedures | 2 Y | 12/21/1858 - 12/31/2021 | | |
| RJA | 2.440 | Courts Electronic Funds Transfer Records | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Encumbrance Records | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Expenditure Reports | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts General Ledgers: Supporting Documents | 3 Y | 12/21/1858 - 12/31/2020 | | |
| RJA | 2.440 | Courts Grand Jury Notes | 10 Y | 12/21/1858 - 12/31/2013 | | |
| RJA | 2.440 | Courts Grand Jury Records | 2 Y | 12/21/1858 - 12/31/2021 | | |
| RJA | 2.440 | Courts Information Request Records | 1 Y | 12/21/1858 - 12/31/2022 | | |
| RJA | 2.440 | Courts Journal Transactions (Daily) | 3 Y | 12/21/1858 - 12/31/2020 | | |

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of an agreement with the Florida Department of Transportation for Construction and the Construction Engineering and Inspection of the widening/resurfacing of existing lanes on CR49 from CR252 to US90 and adoption of an enabling resolution.

Considerations:

The County approved an agreement with FDOT (443415-1-34-01) for the design of the construction of CR49 from CR252 to US90 during a regularly scheduled Board meeting on April 18, 2023.

The proposed agreement with FDOT will provide \$6,800,000 for the construction and construction engineering and inspection (CEI) services.

Budget Impact:

Funded by the Florida Department of Transportation

Recommendation:

Approval of an agreement with the Florida Department of Transportation for Construction and the Construction Engineering and inspection of the widening/resurfacing of existing lanes on CR49 from CR252 to US90 and adoption of an enabling resolution.

Respectfully submitted,

Dated: May 7, 2024

Greg Scott,
County Administrator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

| | | |
|----------------------------|---|---|
| FPN: <u>443415-1-54-01</u> | Fund: <u>SCRA</u> Org Code: <u>55024010206</u> | FLAIR Category: <u>085575</u> FLAIR Obj: <u>751000</u> |
| FPN: <u>443415-1-54-02</u> | Fund: <u>SCHR</u> Org Code: <u>55024010206</u> | FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u> |
| FPN: _____ | Fund: _____ Org Code: _____ | FLAIR Category: _____ FLAIR Obj: _____ |
| County No: <u>37</u> | Contract No: _____ | Vendor No: <u>F596000873055</u> |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Suwannee County, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction and the Construction Engineering & Inspection of the widening/resurfacing of existing lanes on CR 49 from CR 252 to US 90, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$6,800,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$6,800,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

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

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

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contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

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

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

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equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

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the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

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

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PROGRAM MANAGEMENT
12/23

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

RECIPIENT Suwannee County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Travis Land

Title: Chair

By: _____

Name: Greg Evans

Title: District Secretary

Legal Review:

By: _____

Name: Angela Hensel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 443415-1-54-01 & 443415-1-54-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Suwannee County (the Recipient)

PROJECT LOCATION:

The project is on the National Highway System.

The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: BMP: 17.768 EMP: 27.381 TOTAL: 9.613 MILES

PROJECT DESCRIPTION: CEI and Construction of the widening/resurfacing of existing lanes on CR 49 from CR 252 to US 90.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let by December 31, 2024.
- b) Construction to be completed by December 31, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Local Agency shall provide written justification for any time extension outlining reasons for all unforeseen project delay circumstances for Department review and approval. Time extensions will be granted at the Department's sole discretion and only for circumstances beyond the Agency's control. The Agency shall provide as-builts or plan mark-ups at the completion of the project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

| RECIPIENT NAME & BILLING ADDRESS: Suwannee County 13150 80th Terrace Live Oak, FL 32060 | | FINANCIAL PROJECT NUMBER: 443415-1-54-01 & 443415-1-54-02 | | | |
|---|--|---|--------------------|---------------------|---|
| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION | | | Indicate source of Local funds |
| | | (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | |
| Design- Phase 34 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Design Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Right-of-Way- Phase 44 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Right-of-Way Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction- Phase 54 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction Engineering and Inspection - Phase 64 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Engineering and Inspection Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| (Phase : 54-01 CEI & Construction) | Maximum Department Participation (Small County Road Assistance Program) | \$6,300,000.00 | \$ | \$6,300,000.00 | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: 2024 | Maximum Department Participation (Small County Outreach Program) | \$500,000.00 | \$ | \$500,000.00 | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Cost | | \$6,800,000.00 % | \$ 0.00 % | \$6,800,000.00 % | |
| TOTAL COST OF THE PROJECT | | \$6,800,000.00 | \$ 0.00 | \$6,800,000.00 | |

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

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

Lauri Shubert
 District Grant Manager Name

Signature _____ Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Suwannee County

PROJECT DESCRIPTION: _____

FPID#: _____

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Select Agreement**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be 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.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity 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.

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

***Award Amount:** \$6,800,000.00

*The state award amount may change with supplemental agreements

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

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

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

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

SUWANNEE COUNTY RESOLUTION NO. 2024- _____

**A RESOLUTION CONCERNING DESIGN, CONSTRUCTION, AND CONSTRUCTION
ENGINEERING FOR WIDENING/RESURFACING OF CR49
FROM CR252 TO US90.**

WHEREAS, the Legislature enacted and funded the Small County Road Assistance Program, hereinafter referred to as “Program”; and

WHEREAS, Suwannee County is eligible to participate in the Program; and

WHEREAS, the Florida Department of Transportation has accepted CR49 from CR252 to US 90 for widening/resurfacing under the Program; and

WHEREAS, the Construction and the Construction Engineering and Inspection of the widening/resurfacing of CR49 from CR252 to US90 will be facilitated by Suwannee County entering into an agreement with the Florida Department of Transportation (Financial Project ID: 443415-1-54-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that:

1. The Chairperson whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board, and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.
2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his or her duly appointed Deputy Clerks whose name(s) and signature(s) appear thereon in attestation of the signature of the Chairperson of the Board of County Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners’ Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk’s and/or Deputy’s signature and application of the Board’s Seal as provided by law.

ADOPTED this 7th day of May 2024.

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

ATTEST:

Travis Land, Chairman

Barry A. Baker, Clerk of the Circuit Court

SUWANNEE COUNTY RESOLUTION NO. 2024- _____

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Supplemental Agreement No. 1 with the Florida Department of Transportation (FPN 438221-1-54-01 & 54-02) to add additional funds in the amount of \$352,769 for construction, and construction engineering and inspection for the resurfacing of 76th Street from US90 to River Road and the adoption of enabling Resolution.

Considerations:

The SA will add additional funds in the amount of \$352,769 to meet the lowest responsive/responsible bid for the construction, and construction engineering and inspection for the resurfacing of 76th Street from US90 to River Road

Budget Impact:

Increase in the amount of \$352,769.

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners to approve Supplemental Agreement No. 1 (FPN 438221-1-54-01 & 54-02) with the Florida Department of Transportation) and adoption of enabling Resolution.

Respectfully submitted,

Dated: May 7, 2025

Greg Scott,
County Administrator

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G2L33

FPN

438221-1-54-01 & 54-02

Recipient: Suwannee County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 5/31/2023 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.



The parties agree that the Agreement is to be amended and supplemented as follows:

An additional \$352,769.00 will be added to this agreement.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The additional funds will assist the County in securing the low-bid contractor and CEI services.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Suwannee County

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Travis Land
Title: Chairman

By: _____

Name: Greg Evans
Title: District Secretary

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CORONAVIRUS STATE AND LOCAL FISCAL
 RECOVERY FUNDS AGREEMENT**

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

| | |
|--|--|
| SUBRECIPIENT NAME & BILLING ADDRESS: Suwannee County 13150 80 th Terrace Live Oak, FL 32060 | FINANCIAL PROJECT NUMBER: <u>438221-1-54-01 & 438221-1-54-02</u> |
|--|--|

| I. PHASE OF WORK by Fiscal Year: | FY | FY | FY | TOTAL |
|--|--------------------------|--------------------|--------------------|----------------------------|
| Design- Phase 34 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (Insert Program Name) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Maximum Department Participation - (Insert Program Name) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Maximum Department Participation - (Insert Program Name) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| | | | | |
| Construction/CEI - Phase 54 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (ARSC) 54-01 FY 23 | \$5,148,105.00 | % or \$ | % or \$ | % or \$ 5,148,105.00 |
| Maximum Department Participation - (ARSR) 54-02 FY 23 | \$1,274,222.00 | % or \$ | % or \$ | % or \$1,274,222.00 |
| Maximum Department Participation - (SCHR) 54-01 FY 24 | % or \$ 352,769.00 | % or \$ | % or \$ | % or \$ 352,769.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| | | | | |
| Insert Phase and Number (if applicable) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (Insert Program Name) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Maximum Department Participation - (Insert Program Name) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Maximum Department Participation - (Insert Program Name) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS AGREEMENT**

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

| | | | | |
|--------------------------------|----------------|--------|--------|----------------|
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| II. TOTAL PROJECT COST: | | | | |
| | \$6,775,096.00 | \$0.00 | \$0.00 | \$6,775,096.00 |

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

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

Lauri Shubert

FDOT Grant Manager Name

Signature Date

SUWANNEE COUNTY RESOLUTION NO. 2023 - _____

A RESOLUTION CONCERNING REIMBURSEMENT AGREEMENT SUPPLEMENTAL AGREEMENT # 1 FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING AND INSPECTION OF THE RESURFACING OF 76TH STREET FROM US90 TO RIVER ROAD SUWANNEE COUNTY, FLORIDA. FINANCIAL PROJECT ID: 438221-1-54-01 & 54-02.

WHEREAS, the Florida Department of Transportation and Suwannee County, Florida, entered into a Reimbursement Agreement on May 31, 2023, for construction and construction engineering and inspections of the resurfacing of 76th Street from US90 to River Road, hereinafter referred to as "Project"; and

WHEREAS, the Florida Department of Transportation has agreed through Supplemental Agreement #1 to add additional funds in the amount of \$352,769; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that

1. The Chairperson whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board, and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.
2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his or her duly appointed Deputy Clerks whose name(s) and signature(s) appear thereon in attestation of the signature of the Chairperson of the Board of County Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VIII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners' Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk's and/or Deputy's signature and application of the Board's Seal as provided by law.

ADOPTED this 7th day of May 2024.

ATTEST:

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

Barry A. Baker, Clerk of Court

Travis Land, Chairman

SUWANNEE COUNTY

County Attorney
Executive Summary

Objective:

Enter into Amendment with APTIM and Spirit of the Suwannee

Considerations:

- Suwannee County and the Spirit of the Suwannee Music Park entered into an agreement for the park to host displaced persons after Hurricane Idalia.
- Subsequently Suwannee County assigned to Aptim Constructors, LLC all of its rights and obligations under the agreement.
- Aptim and Spirit of the Suwannee have entered into an agreement to lower the price of the per night stays of the displaced persons units at Spirit of the Suwannee.
- Out of an abundance of caution Aptim and the Park are asking the County to sign the modification.
- In the event Aptim fails to pay the Park for the nightly stays, the County shall remain responsible for such payments.

Recommendation

- Enact the proposed modification

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

**MODIFICATION TO THE
ASSIGNMENT AND ASSUMPTION AGREEMENT
AND CONDITIONAL LICENSE AGREEMENT**

THIS MODIFICATION TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”), dated March 1, 2024 (the “Effective Date”), entered into by and between Suwannee County, Florida, a political subdivision of the State of Florida (“County” or “Assignor”) and Aptim Constructors, LLC, a Delaware limited liability company authorized to do business in Florida, whose address is 1200 Brickyard Lane, Suite 202, Baton Rouge, LA 70802 (“Assignee”) and the Conditional License Agreement between Cornett’s Spirit of the Suwannee, Inc. (“CSOS”) and Assignor dated September 13, 2023 is entered into between the parties as of the date of last signing.

RECITALS

A. Assignor assigned to Assignee all of its rights and delegated to Assignee all of its obligations pursuant to the Conditional License Agreement (Suwannee County Agreement 2023-93) dated September 13, 2023, by and between Assignor and Cornett’s Spirit of the Suwannee Inc., a Florida corporation (“CSOS”) (as amended or otherwise modified from time to time, the “License Agreement”).

B. Assignee has accepted such assignment of rights and delegation of obligations pursuant to the License Agreement. CSOS has agreed to the Assignment.

NOW, THEREFORE, incorporating the foregoing recitals, the parties hereto agree as follows:

1. Consideration The Consideration Clause on Page 4 of the License Agreement is modified to read as follows:

County or Assignee shall pay CSOS the sum of \$75.00 per night together with any applicable tourist development taxes for each occupied unit in the ETHF with a minimum of 15 such occupied units. The County or Assignee shall pay CSOS the sum of \$40.00 per night for each unoccupied unit in the ETHF. CSOS shall invoice the County or Assignee monthly and the County or Assignee shall pay all such invoices pursuant to the Local Government Prompt Payment Act Chapter 218, Park VII, Florida Statutes.

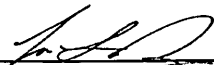
(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date above.

ASSIGNOR: **Suwannee County, Florida**

By: _____
Name:
Title:

ASSIGNEE: **Aptim Constructors, L.L.C.**

By:  _____
Name: William Deane
Title: Manager – Chairman

CSOS: **Cornett's Spirit of the Suwanee Inc.**

By: _____
Name: James Cornett
Title: President

Executive Summary

911 Addressing

Description: Cybersecurity for 911

Cybersecurity is the most concerning issue with 911. A cyber attack is the exploitation of computer systems and networks. In 911, an attack which makes a server or network unavailable to users will cause a denial of service, making it impossible for citizens to call 911. These attacks usually involve a ransom that has to be paid before services will be restored. With this in mind, we are wanting to procure cybersecurity services from OTM Cyber.

Requested Action: Approval and execution of agreement with OTM Cyber for Cybersecurity for a three year period.

Budget Impact: Fully funded with special disbursement from the Florida Emergency Communications Board.

Respectfully submitted:

Dated: April 25, 2024

Jennifer Payne
E911/ GIS Coordinator

OTM Cyber

600 Blvd S SW, STE 104
Huntsville, AL 35802 US
Sales: kcortier@otmcyber.com, Billing: alyna@otmcyber.com
otmcyber.com



Estimate

ADDRESS
Jennifer Payne
Suwannee County
224 Pine Ave. S.W.
Live Oak, FL 32064

ESTIMATE 1042
DATE 03/15/2024

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|--|--|-----|-----------|--------------------|
| OTM Service (Tier 4 Management CyberBox) | Managed Detection and Response service with 24/7/365 monitoring, regular reporting, Incident Response first aid, assigned analysts, cyber event escalation, and much more for a Tier 4 customer with 1 management appliance. | 1 | 15,060.00 | 15,060.00 |
| TOTAL | | | | \$15,060.00 |

Total by Year

2024: \$15,060.00
2025: \$15,060.00
2026: \$15,060.00

OTM CYBER Optimized Threat Management Cybersecurity Services Terms and Conditions

This Service Agreement (SA) addresses the Services, standards, and responsibilities of OTM CYBER and the Customer. OTM CYBER offers professional cybersecurity services to Suwannee County E911 (hereinafter "Customer").

The term of this agreement is for OTM Cyber to provide the duties and services contained herein to the Customer for a period of 3 Years from the time of installation.

The Customer agrees to the following:

1. **Representations and Warranties.** OTM CYBER represents and warrants to the Customer that: (i) there are no contracts and/or restrictive covenants preventing the full performance of its duties and obligations under this Agreement; and (ii) it has the requisite qualifications, knowledge, and experience to perform the obligations under this Agreement.
2. **The Engagement.** OTM CYBER will provide the Customer with the services and equipment as outlined in the "Quote" section of this document. The nature and scope of the Services may be updated and adjusted from time to time upon mutual written consent by the parties.
3. **Independent Contractor; Taxes.** The parties understand and agree that OTM CYBER is an independent contractor and there are and will not be employer-employee or partnership relationship between the parties. OTM CYBER recognizes that it will have sole responsibility to pay any taxes or to any other compensation it will receive from the Customer in consideration for the Services.
4. **Access.** The customer acknowledges that OTM CYBER will have access to sensitive information and may, at times perform network scans, vulnerability assessments, and other methods of system and network access in order to facilitate accurate security investigations and appropriate security responses.
5. **Duties of OTM CYBER.** OTM CYBER hereby affirms and undertakes that, in the process of providing the Services to the Customer, it will:

- a. devote its time, know-how, energy, expertise, talent, experience and best efforts, to the business and affairs of the Customer as assigned in the line items of this document, and to the performance of its duties with the Customer within the framework of tasks assigned to it during the tenure of this engagement, by mutual agreement between OTM CYBER and the Customer;
- b. perform and discharge well and faithfully, with devotion, honesty and fidelity, its obligations as set forth herein;
- c. comply with all of Customer's disciplinary regulations, work rules, policies, procedures and objectives, as may be determined by Customer from time to time, and as notified to OTM CYBER by the Customer;
- d. immediately and without delay, inform the designated Customer point of contact of any affairs and/or matters that might constitute a conflict of interest with its position in the Customer; and
- e. not use any trade secrets or proprietary information in such a manner that may breach any confidentiality and/or other obligation OTM CYBER may have undertaken relating to any former employer(s) and/or any third party.

6. Proprietary Information and Confidentiality.

- a. OTM CYBER is aware that in the course of its engagement with the Customer and/or in connection therewith, OTM CYBER may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Customer, its affiliates, customers and suppliers. This information may include information received by the Customer from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, will be deemed to be, and referred to as "Proprietary Information", which, by way of illustration but not limitation, will include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and/or supplier lists and/or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of OTM CYBER.

- b. OTM CYBER agrees and declares that all Proprietary Information, patents and/or patent applications, copyrights, and other intellectual property rights in connection therewith, are and will remain the sole property of the Customer and its assigns. During the Term and upon its expiration thereafter, OTM CYBER will keep in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly, to any third party any Proprietary Information without the prior written consent of the Customer, except and to the extent as may be necessary in the ordinary course of performing OTM CYBER's duties pertaining to the Customer and except and to the extent as may be required under any applicable law, regulation, judicial decision or determination of any governmental entity.

- c. Without derogating from the generality of the foregoing, OTM CYBER agrees: (a) not to copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the Proprietary Information, or any part thereof, without the prior written consent of Customer, except as may be necessary in the performance of its duties pertaining to the Customer; (b) to exercise the highest degree of care in safeguarding the Proprietary Information against loss, theft or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintaining of confidentiality; (c) upon a request by the Customer to do so, OTM CYBER will immediately deliver to the Customer or remove all Proprietary Information and any and all copies thereof, in whatever form, that had been furnished to OTM CYBER, prepared thereby and/or came to its possession in any manner whatsoever, during and in the course of its engagement with the Customer, and will not retain and/or make copies thereof in whatever form

7. Term and Termination

- a. This Agreement will be effective as of the signature date of this Agreement (the "Effective Date") and will remain in full force and effect until terminated by either party (the "Term").
- b. Either party may terminate this Agreement for any reason by furnishing the other party with 30-days notice of termination (the "Notice of Termination"). Unless the Customer has waived any and/or all of OTM CYBER's Services under this Agreement during the 30 days prior to termination, OTM CYBER will continue to discharge and perform all of its duties and obligations under this Agreement during the 30-day period. OTM CYBER will also take all steps satisfactory to the Customer to ensure the orderly transition of all matters handled by OTM CYBER to any persons or entities designated by the Customer

until termination. No later than 30 days after termination the Customer will return all OTM CYBER property.

- c. Early Termination. In the event of early termination by the Customer, OTM CYBER shall have the right to accelerate fifty percent (50%) of the remaining total Fixed Annual Invoice values and any additional expenses due under the Agreement and otherwise payable.
 - d. Notwithstanding the provisions above, the Customer will be entitled to terminate this Agreement with immediate effect as a result of a breach by OTM CYBER of any provisions of this Agreement.
 - e. Upon termination of the OTM CYBER's Services, the OTM CYBER affirms and undertakes to (i) terminate its Services to the Customer in an efficient, complete, appropriate, and orderly manner; and (ii) return to the Customer's principal office all equipment or documentation, in any media which was given to it by the Customer in connection with its Services (collectively, the "Equipment"). OTM CYBER will have no (and hereby waives any) rights of lien with respect to any asset or right comprising the Equipment.
8. Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, heirs, executors, and administrators. OTM CYBER may not assign any of its rights or obligations hereunder without first obtaining the Customer's written consent. The Customer may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all the Customer's business.
9. General.
- a. Either party's failure at any time to require strict compliance by the other party of the provisions of this Agreement will not diminish such party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default will not waive any other default.
 - b. Any and all disputes related to this Agreement shall be filed in the state court of appropriate jurisdiction in and for Suwannee County, Florida. In all proceedings the laws of the State of Florida shall apply.
 - c. In the event that any provision of this Agreement will be deemed unlawful or otherwise unenforceable, such provision will be severed from this Agreement and all other provisions of the Agreement will continue in full force and effect.
 - d. This Agreement contains and sets forth the entire agreement and understanding between the parties with respect to the subject matter contained herein, and as such supersedes all prior discussions, agreements, representations, and understandings in this regard.

This Agreement will not be modified except by an instrument in writing signed by both parties.

- e. Provisions intended to survive the termination of this Agreement, will so survive.
- f. Each notice and/or demand given by one party to the other pursuant to this Agreement will be given in writing and will be sent by registered mail or delivered by hand to the other party at the addresses set forth above, and such notice and/or demand will be deemed given at the expiration of 3 days from the date of mailing by registered mail or immediately if delivered by hand. Such address will be effective unless notice of a change in address is provided by registered mail to the other party.
- g. This Agreement may be executed in counterparts, which may be faxed counterparts, each of which, when so delivered, will be deemed an original and, together, an original instrument.

10. Disclaimers.

- a. Customer recognizes its own responsibilities herein with respect to its cybersecurity program. Customer acknowledges that it must participate in its own defense and work with OTM CYBER to create a prioritized, flexible, repeatable, performance-based, and cost-effective approach, including information security measures and controls, to establish an ongoing process to identify, assess, and manage cyber risk throughout Customer's network.
- b. Customer acknowledges that OTM CYBER is not responsible for customer's use of or response to alerts or reports from the OTM CYBER Optimized Threat Management Services and that customer maintains sole liability for the cybersecurity maintenance of its digital infrastructure.
- c. OTM CYBER does not make any guarantees regarding the effectiveness of its Services with respect to overall cybersecurity program, due to lack of control over numerous aspects of customer's operations, personnel, and information systems.
- d. Nothing in the contract document shall be interpreted or construed as a waiver of SUWANNEE COUNTY'S sovereign immunity, except and to the extent provided by and in accordance with Section 768.28, Florida Statutes.

11. Customer Obligations.

- a. Cooperation with OTM CYBER. Customer will cooperate and assist OTM CYBER as reasonably necessary regarding installation and maintenance of the OTM CYBER Services, including but not limited to (a) the review and acceptance of the Order and any schedules or other documentation applicable to the Order; (b) if customer elects additional services, the review and acceptance of the Order and any other documentation applicable to the Order; (c) the prompt communication of any questions or issues potentially affecting or pertaining to performance of the OTM CYBER Services; and (d)

prompt response to OTM CYBER queries and requests on issues and matters pertaining to the OTM CYBER Services and other matters arising under this Service Guide.

- b. Data and Information. Customer will make available in a timely manner at no charge to OTM CYBER all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by OTM CYBER for the implementation and provisioning of the OTM CYBER Services. Customer will be responsible for ensuring the correctness, accuracy, and completeness of all data, materials, and information supplied by customer.
- c. Equipment. Customer will provide access to equipment, network connectivity, personnel and customer expertise and institutional knowledge required by OTM CYBER for the implementation and provisioning of the OTM CYBER Services.
- d. OTM CyberBox®. OTM CyberBoxes® are the physical (or virtual) hardware that allows cyber threats to be detected. OTM CyberBoxes® include various software platforms and features that enable OTM CYBER to perform the security services as outlined in this document. Customer acknowledges that any OTM CyberBox® is the property of OTM CYBER. If an OTM CyberBox® is physically located at a Customer site, Customer will provide and maintain a secure environment at its facilities for the OTM CyberBox®(es), including safeguards to prevent unauthorized physical access and ensure protection against fire and other disasters. Customer will ensure that the OTM CyberBox®(es) have reliable power, reliable connectivity to the network(s) to be monitored, and reliable connectivity to the internet, and will notify OTM CYBER reasonably in advance of any planned outages affecting power or connectivity of the OTM CyberBox®(es). Customer will permit OTM CYBER as the delivery agent, to inspect the OTM CyberBox®(es) during ordinary business hours upon reasonable prior notice.
- e. CyberBox®(es) must be returned to OTM CYBER within 14 days of the end of service term. End of service may be the end of the service term, end of a trial period, or other reason for termination. CyberBox®(es) can be mailed to OTM CYBER offices.
- f. Customer Security Program. Customer acknowledges that it will provide the following controls, tools, and processes to directly support the OTM CYBER Services, and that failure to do so may impact OTM CYBER's ability to perform the Services effectively:
 - i. - A written governance, risk and compliance (GRC) policy or policies, approved by a Senior Officer or equivalent, setting forth customer's policies and procedures for the protection of its information systems and nonpublic information stored on those information systems (aka "Cybersecurity Policy");
 - ii. - A written Incident Response Action Plan (IRAP) that is exercised and/or practiced with key scenario driven evaluations (i.e., tabletop exercises) on at least an annual basis;

- iii. - Designate two or more employees, executives, or agents who will respond to any security alerts and take recommended actions to mitigate harm to customer's network; and,
- iv. - Although not required, it is recommended that each customer conducts a periodic risk and vulnerability assessment (RVA) to address changes to information systems, nonpublic information, and/or business operations. The risk and vulnerability assessment should allow for revision of controls to respond to technological developments and evolving threats.
- g. Customer Incident Response and Remediation. Customer will be responsible for determining and undertaking or arranging for the undertaking of any action(s) in response to a security alert or report.
- h. Customer Contacts. Customer will appoint in writing a primary and alternate technical-level employee or agent to act as the primary contact person for all technical communication between the customer and OTM CYBER related to the Services. Customer will also designate a managerial-level contact person.
- i. Network Change Notification. Customer will immediately inform OTM CYBER of any physical change to the customer network.
- j. Other Customer Obligations. Customer will be solely responsible for ensuring that it is not subject to contractual obligations materially affecting the implementation or use of the OTM CYBER Services.

12. Service Limitations. The following Services limitations and disclaimers apply:

- a. Services provide information to customer to enable customer to better assess security threats and take appropriate action. Although some OTM CYBER Optimized Threat Management Service features perform automatic remediation and protection, the customer is ultimately responsible for the security of their own infrastructure.
- b. Customer may contact OTM CYBER for support for any issues with Services.
- c. For OTM CYBER Optimized Threat Management, customer must:
 - i. - Maintain internet connectivity to enable remote monitoring; and
 - ii. - Facilitate proper technical controls to allow OTM CYBER to effectively monitor, inspect, and filter traffic.
- d. Customer agrees to review with OTM CYBER the customer's architecture, including any and all changes to the architecture that may affect the performance of the Services.
- e. A 6-week period is required to baseline network traffic, during which time the system is under full operational monitoring but is being enhanced and tuned to better detect incidents should they occur.

- f. Incident Response First Aid consists of assistance with Detection & Analysis and Containment phases of the NIST Incident Response Life Cycle within the first 48 hours of incident detection. Incident Response First Aid does not guarantee full Containment of the threat, nor does it include Eradication or Recovery. Customer acknowledges that incident response may take weeks or months.

13. Cyber Incident Response Obligations, Services, and Procedures

- a. At initial deployment, the OTM CYBER team immediately begins working with the customer's team to help create, test, and employ an incident response plan. The incident response plan is designed to serve as a playbook or guide in the event of a cyber incident to ensure that the threat is identified, isolated, and mitigated. If the customer has an existing incident response plan, OTM CYBER will follow the procedures as outlined in the existing plan.
- b. In the event of a cyber incident detected by OTM CYBER, OTM CYBER will employ the procedures outlined in the incident response plan and work with the customer's appointed points of contact (as outlined in the incident response plan) to appropriately escalate the issue and participate in the customer led mitigation and remediation process as appropriate. OTM CYBER follows an escalation and classification model to appropriately categorize cyber incidents based on criticality, impact, and time sensitivity. Cyber incidents declared by OTM CYBER as "High" may require immediate action by all parties involved and outlined in the incident response plan.
- c. It is the priority of OTM CYBER to help prevent cyber incidents and OTM CYBER commits to putting forth its best professional effort in doing so. However, in the unlikely event that a high criticality cyber incident should occur despite best efforts on the part of the customer and OTM CYBER, OTM CYBER commits to working with the customer to execute the incident response procedure and assist in the customer led mitigation efforts. If needed, OTM CYBER can provide contracted fly-away teams to collocate with the customer during a cyber incident and assist in the mitigation and remediation of the cyber incident.

14. Payment and Billing Process:

- a. Once signed and returned, an installation date will be coordinated with the appropriate point of contact at your organization. At installation, a delivery confirmation form will be presented to a representative of your organization for signature. Terms begin at service start date and service start date will be the signature date on the delivery confirmation form. You will be invoiced at the time of the signing of the contract and payment will be due net 30 from that time. Annual billing is based on the date of signature of the delivery

confirmation form. For the duration of your contract, you will be billed 12 months from the day the delivery confirmation form was signed.

OTM Cyber Representative Signature

Name: _____

Title: _____

Date: _____

Signature: _____

OTM Cyber Representative Signature

Name: _____

Title: _____

Date: _____

Signature: _____

Customer/Client Representative Signature

Your signature indicates an agreement with the terms and conditions, and a commitment to purchase and does not represent the contract start date. The contract start date will begin as described in the Payment and Billing Section of this document. Please sign and return accordingly or contact us if you have any questions.

Name: _____

Title: _____

Date: _____

Signature: _____

Customer Billing Information

Point of Contact: Jennifer Payne

Title: E911 / GIS Coordinator

Billing Address (if different from above): 224 Pine Ave SW, Live Oak, FL 32064

Billing Email: jenniferp@suwcountyfl.gov

Billing Phone Number: (386)364-3486

If applicable, please provide your purchase order number below and return this signed document with any relevant attachments.

Purchase Order: _____



We have prepared a quote for you

SecuLore

Quote # 001490
Version 1

Prepared for:

Suwannee County, FL

Jennifer Payne
jenniferp@suwcountyfl.gov

SecuLore

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| OWW SecuLore OverWatch™ SecuLore OverWatch™ (Annual)- Weekly Reports | \$33,810.00 | 1 | \$33,810.00 |
| OWW-A SecuLore OverWatch™ SecuLore OverWatch™ (Annual)- Weekly Reports | \$20,125.00 | 1 | \$20,125.00 |

Subtotal: \$53,935.00

Payment Terms

| Description | Qty |
|--|-----|
| Terms of Sale: • Payment Terms are Net 30 | |

SecuLore

Prepared by:

AK Associates

Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Suwannee County, FL

305 Pine Ave
Live Oak, FL 32064
Jennifer Payne
(386) 364-3486
jenniferp@suwcountyfl.gov

Quote Information:

Quote #: 001490

Version: 1
Delivery Date: 03/05/2024
Expiration Date: 06/03/2024

Quote Summary

| Description | Amount |
|---------------|--------------------|
| SecuLore | \$53,935.00 |
| Total: | \$53,935.00 |

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.
This quote null and voids any previous version.

AK Associates

Suwannee County, FL

Signature: Beth Stankus
Name: Beth Stankus
Title: Manager of Accounting
Date: 03/05/2024

Signature: _____
Name: Jennifer Payne
Date: _____



We have prepared a quote for you

**E911 - Managed Detection and Response
Agreement**

Quote # DW-004122
Version 1

Prepared for:

Suwanee County E911

Jennifer Payne
jenniferp@SUWCOUNTYFL.GOV

Statement of Work

Managed Detection and Response (MDR) Services Overview

This Statement of Work (SoW) outlines the Managed Detection and Response (MDR) services to be provided by Inspired Technologies. Our aim is to deliver a comprehensive suite of security services designed to protect, detect, and respond to potential cyber threats facing your organization. This proactive and strategic approach ensures that your operations are safeguarded and resilient against evolving cyber threats.

Scope of MDR Services

Security Assessments

- Conduct regular and thorough security assessments.
- Perform vulnerability scans to identify risks within the Suwanee County E911's digital infrastructure.

Threat Detection

- Continuous monitoring of network traffic, logs, and events.
- Implement cutting-edge technologies and methodologies for real-time threat identification.

Incident Response

- Swiftly address and manage security incidents.
- Employ effective strategies to reduce the impact of security breaches on organizational operations.

Security Monitoring

- Ongoing surveillance of networks, servers, and applications.
- Utilize advanced tools to identify and counteract security threats promptly.

Statement of Work

Responsibilities, Reporting, and Compliance

- Inspired Technologies is committed to delivering the security services as detailed in this SoW.
- Suwanee County E911 is expected to facilitate access to systems and infrastructure integral for the execution of the managed security services.
- It is Suwanee County E911's responsibility to promptly notify Inspired Technologies of any security concerns or suspicious activities.
- Regular security reports and real-time alerts will be communicated to Suwanee County E911.
- Inspired Technologies will promptly inform Suwanee County E911 of any security incidents or breaches.
- Suwanee County E911 is to appoint a primary contact for direct communication with Inspired Technologies.
- Procedures for integrating new users and systems into the MDR services will be provided.
- A clear process will be established for the secure removal of users and systems from the MDR services.
- Guidance on adhering to compliance with regulations and standards will be offered by Inspired Technologies.
- Inspired Technologies pledges to comply with industry protocols, including those outlined by NIST 800 and CJIS.

Tailoring to Suwanee County E911 Needs

This SoW provides a foundational structure for the MDR services offered by Inspired Technologies. Recognizing that each organization possesses unique security challenges, we are prepared to customize our services to meet specific requirements and enhance the security posture of Suwanee County E911 effectively.

Adaptability and Evolution

The landscape of cyber threats and security solutions is in constant flux, with new challenges and innovations emerging regularly. In recognition of this dynamic environment, Inspired Technologies remains agile and responsive. We are committed to continuously refining our MDR services to leverage the latest technologies and best practices. This SoW is designed to be adaptive, allowing for adjustments or enhancements to our service offerings to effectively meet the current and future needs of Suwanee County E911.

*Please note that the services described herein may evolve in alignment with advancements in technology, threat landscapes, and the specific and changing needs of Suwanee County E911.

Summary

Inspired Technologies is dedicated to fostering a secure and compliant digital environment for Suwanee County E911. We look forward to collaborating with you to strengthen your organization's defense mechanisms against the ever-changing landscape of cyber threats.

Services

| Description | Recurring | Price | Qty | Ext. Recurring | Ext. Price |
|---|------------|------------|-----|----------------|------------|
| MDR Cybersecurity Stack for Servers/Firewalls | \$127.00 | \$0.00 | 4 | \$508.00 | \$0.00 |
| MDR Cybersecurity Stack for Clients- up to 25 clients/devices | \$1,825.00 | \$0.00 | 1 | \$1,825.00 | \$0.00 |
| SIEM Collector Hardware and Maintenance - Monthly | \$100.00 | \$0.00 | 1 | \$100.00 | \$0.00 |
| Implementation and Configuration - One Time Fee | \$0.00 | \$3,000.00 | 1 | \$0.00 | \$3,000.00 |

Recurring Subtotal: **\$2,433.00**

Subtotal: **\$3,000.00**

Terms and Conditions

This agreement by and between Inspired Technologies and Suwanee County E911 sets forth the terms and conditions under which Inspired Technologies shall provide certain professional services.

1. **Scope of Services** - All services to be provided hereunder shall be as authorized and defined in the attached Statement of Work, which shall be executed by the parties and which shall constitute a part of these Terms and Conditions. The Statement of Work and this appendix shall be construed as being consistent; however, in the event such construction is unreasonable, the provisions of the Statement of Work shall control.
2. **Payment** - The applicable rates, charges, and invoicing information for each task authorized shall be as specified in the attached Statement of Work. Any and all travel charges and out-of-pocket expenses incurred by Inspired Technologies or Suwanee County E911 and any taxes applicable to this agreement shall be borne by Suwanee County E911.

The prices specified in this agreement represent the minimum monthly recurring charges applicable. Inspired Technologies will perform regular audits to assess license usage and data ingestion. Should these audits reveal an increase in usage, the quantity of licenses detailed on each monthly invoice will be adjusted accordingly to reflect the current license provisioning.

Beginning on the anniversary of the agreement commencement date, and annually thenceforth, the monthly service fee shall increase by 5%, or the current CPI-U (all items - past twelve months), whichever is greater.

3. **Confidentiality of Data** - Both parties acknowledge that in connection with the performance of its duties hereunder it may be provided with or have access to written information and data which is proprietary to the other and which is so marked as proprietary. Both parties agree to keep confidential all such information and data and shall not disclose same either in whole or in part to any third party without the others written consent.

Both parties agree that without the other's prior written consent, it will not copy or reproduce any information or data or sell, assign, disclose, disseminate, give or transfer any such information or data or any portion thereof to any third party, at any time whether before or after termination of this agreement. Both parties further agree that upon termination of this agreement or completion of any task assigned hereunder, it will return all applicable information, data, related notes, and work papers belonging to the other.

4. Inspired Technologies Representations

- a. Inspired Technologies represents that it shall at times exert its best efforts to diligently perform its assigned duties under this agreement.
- b. Inspired Technologies warrants that all services under this Agreement shall be performed in a professional and workmanlike manner.
- c. Inspired Technologies further represents that all programs, documentation, reports, design or other items prepared by Inspired Technologies (termed "Developed Items") under this agreement shall be the property of Inspired Technologies and the original work product of Inspired Technologies, and Inspired Technologies shall defend and hold Suwanee County E911 harmless from and against any claim brought against Suwanee County E911, that any Developed Items infringe a United States patent or Copyright, or the trade secret or other proprietary right of a third party. The parties agree that Developed Items do not constitute "work made for hire" as that term is defined under Section 101 of the Copyright Act.
- d. Except as provided above, Inspired Technologies MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Terms and Termination** - The term of this agreement is for twelve (12) months from the date of signing. At the end of the initial term, and each anniversary of the initial term, the agreement will automatically renew for a successive twelve (12) month period. This agreement may be terminated in the following manner:

- a. Each phase of this agreement as outlined in the attached Statement of Work shall terminate upon completion and signed acknowledgment of Acceptance of each phase.
- b. Each party may terminate this agreement prior to the commencement of any work outlined in the Statement of Work.
- c. By either party upon the default of the other party to perform its responsibilities hereunder, providing that written notice of such default has been given, and providing that such default has not been corrected within the thirty (30) days following receipt of such notice.
- d. Early termination by Suwanee County E911 within the twelve (12) month term incurs an early termination fee equivalent to the prorated amount due for the remaining term. Furthermore, Suwanee County E911 is responsible for all remaining balances on other licenses, subscriptions, or applications previously approved and active, with term dates extending beyond this agreement's termination. This responsibility includes settling costs for the remaining duration of these terms to fulfill all associated financial obligations.
- e. By mutual consent of both parties.
- f. Each party may terminate this agreement with 60 days written notice prior to any renewal period.

6. Warranty and Liability Limitations

- a. **Warranty:** Inspired Technologies guarantees that the goods and services provided under this Agreement will match the quality and type specified herein. The only warranties applicable to products sold as part of this Agreement, be they software or hardware, are those given by

Terms and Conditions

the manufacturer. Aside from the explicit warranties mentioned in this Agreement, Inspired Technologies disclaims all other warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

- b. **Limited Liability:** Inspired Technologies is not liable for damages from cyber incidents (e.g., ransomware, hacking, data breaches), use of its products, or those involving third-party vendors and services. This includes direct, indirect, incidental, or consequential damages such as lost profits, revenue, or data. Inspired Technologies' liability is limited to the amount paid by Suwanee County E911 for services related to the claim in the prior three months, excluding charges for goods. This applies to all legal theories and is unaffected by Inspired Technologies' awareness of potential damages or delays beyond its control.
- c. **Customer Responsibilities for Software and Hardware Licensing:** Suwanee County E911 holds sole responsibility for managing all software, hardware, and associated licensing. Inspired Technologies will provide periodic updates regarding the status of software and hardware licensing; however, it is Suwanee County E911's obligation to ensure adherence to the legal requirements stipulated by each respective vendor.

- 7. **Independent Contractor** - It is specifically agreed by the parties that the relationship of Inspired Technologies to Suwanee County E911 is that of an Independent Contractor, and Inspired Technologies shall not be entitled to any of the employee benefits provided by Suwanee County E911 to its employees.
- 8. **Non-solicitation of Employees** - During the period this agreement is in effect, and for a period of twelve (12) months after, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment.
- 9. **Notices** - Any notice required or permitted given hereunder shall be either 1) delivered personally or 2) sent by prepaid certified mail, return receipt requested, and shall not be deemed to have been given until received by the other party. Each party shall specify the address and addressee for receipt of such notices prior to the commencement of this agreement.
- 10. **Force Majeure** - Neither party shall be responsible for delays nor failure in performance resulting from acts beyond its control. Such acts shall include but not limited to Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, fire, earthquakes or other disasters.
- 11. **Customer Responsibilities**
 - a. Suwanee County E911 must provide appropriate access to the work areas and facilities, consistent with their security procedures, required to effect completion of work tasks.
 - b. Suwanee County E911 is responsible for removing obstacles and impediments, such as furniture, machinery, or other items, which impede access to the work area.
 - c. Suwanee County E911 must reasonably insure that Inspired Technologies employees are provided with a safe and secure work environment free of hazards, with adequate heat, lighting, and air conditioning unless otherwise specified in the Statement of Work.
 - d. If necessary for the completion of Inspired Technologies responsibilities under this agreement, Suwanee County E911 must supply adequate space for the receipt, storage and/or configuration of equipment.
 - e. Unless otherwise noted in the Statement of Work, Suwanee County E911 must supply the labor required to move new or existing equipment included in this agreement.
 - f. Suwanee County E911 must provide prompt access to duly authorized Suwanee County E911 personnel for the purpose of obtaining approvals and additional information required to effect completion of work.
 - g. Suwanee County E911 is responsible for securing any appropriate authorization permits associated with the performance of work.
 - h. Suwanee County E911 must provide all necessary architectural and wiring diagrams, specifications, and other information required for completion of the work tasks. In the event that additional information is required, Suwanee County E911 must supply such information in a timely manner.
 - i. Suwanee County E911 agrees to the current Microsoft Customer Agreement which is located at <https://www.microsoft.com/licensing/docs/customeragreement>.
- 12. **Standard Work Hours** - Unless otherwise noted in the Statement of Work, the standard work hours for Inspired Technologies personnel are 8:00am to 5:00pm EST.

E911 - Managed Detection and Response Agreement

Prepared by:

Inspired Technologies

David Wright
850-386-TECH (8324)
dwright@inspired-tech.net

Prepared for:

Suwanee County E911

224 Pine Ave SW
Live Oak, FL 32064
Jennifer Payne
(386) 364-3486
jenniferp@SUWCOUNTYFL.GOV

Quote Information:

Quote #: DW-004122

Version: 1
Delivery Date: 04/18/2024
Expiration Date: 05/16/2024

Quote Summary

| Description | Amount |
|---------------|-------------------|
| Services | \$3,000.00 |
| Total: | \$3,000.00 |

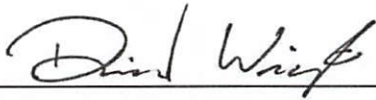
Recurring Expenses Summary

| Description | Amount |
|-------------------------|-------------------|
| Services | \$2,433.00 |
| Recurring Total: | \$2,433.00 |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Inspired Technologies

Signature: _____



Name: David Wright

Title: COO

Date: 04/18/2024

Suwanee County E911

Signature: _____

Name: Jennifer Payne

Date: _____

Inspired Technologies MDR Costs

| Year | Annual Cost |
|------|--|
| 1 | \$32,196.00 cost with implementation fee |
| 2 | \$29,196.00 |
| 3 | \$30,655.80 cost with 5% increase |
| | \$92,047.80 3 year total cost |

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Supplemental Agreement with North Florida Professional Services, Inc. for architectural/engineering services for the redesign of the Multi-Purpose Building for the CDBG-CV Grant.

Considerations:

The purpose of the Supplemental Agreement is:

1. Modify the design to include changes to the building footprint.
2. Design to comply with 2018 Statewide Emergency Shelter Plan G-1 Appendix G – Guidance for Implementation of Public Shelter Design Footprint.

Budget Impact:

\$15,000 to be paid from the grant funds.

Recommendation:

Staff respectfully request that the Suwannee County Board of County Commissioners approve the Supplemental Agreement with North Florida Professional Services, Inc. for architectural/engineering services for the redesign of the Multi-Purpose Building for the CDBG-CV Grant.

Respectfully submitted,

Dated: May 7, 2024

Greg Scott,
County Administrator



NFPS



PO BOX 3823
LAKE CITY, FL 32056



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



www.nfps.net

SUPPLEMENTAL AGREEMENT Architectural Services for the Redesign of the Building for the CDBG-CV Grant

This agreement made this ____ day of May 2024 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

INTRODUCTION/PROJECT DESCRIPTION

Suwannee County (COUNTY) was awarded a CDBG-CV grant for the construction of a building with site improvements. The construction will include a multi-purpose building, paved parking, utilities and associated stormwater. The County has requested to make minor modifications to the building footprint and to revise the building structure to comply with an Emergency Shelter designation.

SCOPE OF SERVICES

Services to be provided by this Supplemental Agreement are:

1. Modify design to include changes to the building footprint.
2. Design to comply with 2018 Statewide Emergency Shelter Plan G-1 Appendix G – Guidance for Implementation of Public Shelter Design Footprint

To include revised Building Plans for the following:

1. Structural Engineering (Building)
2. Electrical Engineering (Building)
3. Mechanical Engineering (Building)
4. Plumbing Engineering (Building)
5. Architectural (Building)

FEE

The CONSULTANT agrees to provide these services for:

| | |
|------------------------|-----------------|
| Revised Building Plans | \$15,000 |
| Total Fee | \$15,000 |

This Agreement is for the supplemental architectural/engineering design of the building for the awarded CDBG-CV grant requirements. The CONSULTANT will perform the Scope of Services as described herein above.

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

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

Attest:

Clerk

BY: _____
Chairman

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

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

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

Executive Summary

911 Addressing

Description: E911 System Yearly Maintenance Service Grant (\$73,826.88)

Acceptance of the E911 Rural County Grant in the amount of \$73,826.88, including Chairman's signature, and consent to process invoices totaling the same, to AK Associates for the yearly maintenance of the E911 System.

Requested Action: Acceptance of E911 System Yearly Maintenance Grant and authorization of payment to AK Associates in the amount of \$73,826.88.

Budget Impact: Fully funded with grant. Grant funds shall be provided on a cost reimbursement basis.

Respectfully submitted:

Dated: April 23, 2024

Jennifer Payne
E911/ GIS Coordinator



Emergency Communications Board
4030 Esplanade Way
Tallahassee, FL 32399-0950

April 18, 2024

Suwannee County Board of County Commissioners
Suwannee County, E911 Office
224 Pine Avenue
Live Oak, FL 32064

FEID #: 59-6000873

Subject: Spring 2024 Rural County - Reimbursement Grant Program

Dear Suwannee County Board of County Commissioners:

The Florida Emergency Communications Board would like to congratulate you on your grant award to improve the 911 system serving your county. Funds awarded from the Spring 2024 cycle of the Rural Grant Program will normally be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Spring 2024 grant(s) to Suwannee County:

| <u>Grant Number</u> | <u>CSFA #</u> | <u>Amount Requested</u> | <u>Amount Approved</u> | <u>Purpose</u> | <u>Date Board Awarded</u> |
|----------------------------|---------------|-------------------------|------------------------|------------------------|---------------------------|
| 24-04-27 | 72.001 | \$73,826.88 | \$73,826.88 | | |
| | | | \$68,571.60 | 911 System Maintenance | 4/18/2024 |
| | | | \$5,255.28 | Backup System Service | 4/18/2024 |
| Total Grant Awards: | | | \$73,826.88 | | |

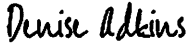
Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

Board Members: Denise Adkins • Christian Chavez • Richard Collins • Christine Cooper • Jamie Cruse • Keith Godwin • Rob LaVielles • Billy Woods

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:

9875A3584DF04D4...
Denise Adkins, Chairwoman
Florida Emergency Communications Board

DA/KR

cc: Suwannee County 911 Coordinator

**Additional Terms and Conditions for Rural Grant
24-04-27**

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and [Suwannee County] (“Grantee”), collectively referred to as the “Parties.” The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 1A, 911 Rural County Grant Program (the “Application”), incorporated by reference in Rule 60FF1-5.002, Florida Administrative Code (F.A.C.), and the Grantee’s award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee’s award letter, and these Additional Term and Conditions for Rural Grant, including its attachments and exhibits (collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- 2.1.1. These Additional Term and Conditions for Rural Grant;
- 2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);
- 2.1.3. the Grantee’s award letter; and
- 2.1.4. the Grantee’s submitted Application.

2.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on **April 19, 2024** and ends on **October 31, 2025**.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

- 2.4.1. The Grantee shall comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at the Florida Department of Financial Services, Division of Accounting and Auditing, website.

2.5. The method of payment for this agreement is cost-reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

- 2.5.1. Advance payments may be permitted under this agreement in accordance with Florida law and the Reference Guide for State Expenditures. Grantee shall provide DMS with all necessary information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

- 2.5.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.
- 2.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.
 - 2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 2.7. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

- 4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

| Deliverable No. 1 – Tasks to (911 System Maintenance, Backup System Maintenance) | | |
|---|---|--|
| Performance Standard | Documentation | Financial Consequences |
| Complete all work to complete (911 System Maintenance) in accordance with the Grantee’s contract with its vendor. | 1) The Grantee shall submit reimbursement or payment claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ul style="list-style-type: none"> a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. | If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: <ul style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement. |
| TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED \$73,826.88 | | |

5. CONTACTS AND NOTICE

5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Manager responsible for the administration of this Agreement is:

Valerie Wainwright
Government Operations Consultant
4030 Esplanade Way
Tallahassee, FL 32399
Valerie.Wainwright@dms.fl.gov

5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the Emergency Communications Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

The Grantee's Grant Manager responsible for the administration of this Agreement is:

The County 911 Coordinator named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

5.4. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance

with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and 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 Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any

contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies as set forth in Section 11. Remedies of this agreement. However, the Department 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. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. Terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. Withhold or suspend the payment of all or any part of a request for payment;
- 11.3. Exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

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

12. TERMINATION

- 12.1. **Termination Due to the Lack of Funds.** If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. **Termination for Cause.** The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. **Termination for Convenience.** The Department 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 Grantee with thirty (30) calendar days' prior written notice.
- 12.4. **Mutual Termination.** 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.
- 12.5. **Grantee Responsibilities upon Termination.** Upon notice of termination, the Grantee shall:
 - 12.5.1. Not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractor(s) and subcontractor(s).
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions

necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law, and at its expense will defend the Department against such claims; and

- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and
- 13.3. The Grantee's contractor(s) or subcontractor(s) shall disclose to the Grantee and the Department if it is on the Convicted Vendor List identified in section 287.133(2), F.S, or the Discriminatory Vendor List identified in section 287.134(2), F.S.

14. MANDATED CONDITIONS

- 14.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.
- 14.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.3. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.
- 14.4. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., the Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement. The Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in this Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation for incurred and appropriate costs shall be submitted in writing to the Grant Manager.

15. MISCELLANEOUS

- 15.1. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.
- 15.2. Payment and Invoicing

- 15.2.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2.2. Invoicing. The Grantee shall submit all claims for reimbursement, progress payment, and rural payment as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board. For requests for payment of invoices for verifiable and eligible performance for a rural community or rural area of opportunity pursuant to section 215.971(1)(h), F.S., the Grantee shall submit all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.
- 15.2.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement or payment of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- 15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.5. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.6. Electronic Funds Transfer Enrollment. The Grantee 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 signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.7. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15.8. **Severability.** 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.

I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

Grantee

Date: _____

Signature of County Representative authorized to bind the Grantee

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

This is a non-exhaustive list of statutes and regulations. The Grantee shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

General Requirements

| |
|---|
| Florida Statutes (F.S.) |
| § 11.062, F.S. - Use of state funds for lobbying prohibited; penalty |
| § 20.055, F.S. - Agency inspectors general |
| <i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i> |
| <i>Chapter 119, F.S. - Public Records</i> |
| § 215.34, F.S. - State funds; non-collectible items; procedure |
| § 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance |
| § 215.97, F.S. - Florida Single Audit Act |
| § 215.971, F.S. - Agreements funded with federal or state assistance |
| §215.971(1)(h), F.S. - Federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity |
| § 216.301, F.S. - Appropriations; undisbursed balances |
| § 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited |
| § 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis |
| § 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay |
| § 273.02, F.S. - Record and inventory of certain property |
| § 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities |
| § 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities |
| § 287.135, F.S. - Prohibition against contracting with scrutinized companies |
| <i>Chapter 443, F.S. - Reemployment Assistance</i> |
| § 501.171, F.S. - Security of confidential personal information |
| Florida Administrative Code (F.A.C.) |
| <i>Rule Chapter 69I-5 - State Financial Assistance</i> |
| Memoranda |
| CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements |
| CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements |

State 911 Plan and Emergency Communications Board Statutes and Rules

| |
|---|
| Florida Statutes |
| <i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i> |
| Florida Administrative Code |
| <i>Rule Chapter 60FF-6 - State E911 Plan</i> |
| <i>Rule Chapter 60FF1-5 - Emergency Communications Board</i> |

Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department 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 the Department 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 the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the 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

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

section 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 the Department 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 the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the 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 section 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 section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the 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. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov

Or

Paper copies:

The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Tallahassee FL, 32399

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

Part V: Record Retention

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

EXHIBIT 1

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, F.S.:

1. State Project: 911 Rural County Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title: **Wireless 911 Emergency Telephone System Rural County**

Catalog of State Financial Assistance Number: **72.001**

Amount: **\$73,826.88**

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

The compliance requirements are as stated in Grant Agreement No. **(24-04-27)** between the Grantee and the Department, entered in State Fiscal Year **2023-2024.**

117-2910-529-3100



AK Associates
PO Box 2880
Concord, NH 03302
(603) 432-5755

| |
|---|
| Bill To: |
| Suwannee County, FL Attn: Jennifer Payne 224 Pine Ave SW Live Oak, FL 32064 United States |

| | |
|---------------------|----------------|
| Date | Invoice |
| 04/25/2024 | 11292-FL |
| Account | |
| Suwannee County, FL | |

| | | | | |
|---|-----------------|------------------|------------------|--|
| Terms | Due Date | PO Number | Reference | |
| Net 30 days | 05/25/2024 | | AK Quote #: 1416 | |
| Dates of Support: 5/3/24 through 5/2/25 | | | | |

| Managed Services Details | Quantity | Price | Amount |
|--|--------------------------|-------------|--------------------|
| Agreement Suwannee County, FL - Elite Premier Maintenance | | | |
| AK Elite Premier Maintenance | 1.00 | \$32,000.00 | \$32,000.00 |
| Total Managed Services Details: | | | \$32,000.00 |
| Make checks payable to AK Associates or Kraus Associates, Inc. | Invoice Subtotal: | | \$32,000.00 |
| | Sales Tax: | | \$0.00 |
| | Invoice Total: | | \$32,000.00 |
| | Payments: | | \$0.00 |
| | Credits: | | \$0.00 |
| | Balance Due: | | \$32,000.00 |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

Our mailing address has changed! Please note the new address at the top of the invoice.

117-2910-529-3100



AK Associates
 PO Box 2880
 Concord, NH 03302
 (603) 432-5755

| |
|---|
| Bill To: |
| Suwannee County, FL Attn: Jennifer Payne 224 Pine Ave SW Live Oak, FL 32064 United States |

| | |
|---------------------|----------------|
| Date | Invoice |
| 04/25/2024 | 11290-FL |
| Account | |
| Suwannee County, FL | |

| | | | |
|---|-----------------|------------------|------------------|
| Terms | Due Date | PO Number | Reference |
| Net 30 days | 05/25/2024 | | AK Quote #: 1418 |
| Dates of Support: 9/20/24 through 9/19/25 | | | |

| Products & Other Charges | Quantity | Price | Amount |
|--|--------------------------|------------|--------------------|
| <u>Billable Products & Other Charges</u> | | | |
| MT-SSGUARD-01: Position Software Support - Year 1 | 2.00 | \$1,300.00 | \$2,600.00 |
| SV-ARM_Guardian-1Y: Active Remote Monitoring / Pos - 1 Year | 6.00 | \$430.00 | \$2,580.00 |
| SV-AVMgr-1yr: AntiVirus Management/ Positions - 1 Year | 6.00 | \$150.00 | \$900.00 |
| SV-OS MGTPos-1Y: Position OS Patch Management 8 Months | 6.00 | \$210.00 | \$1,260.00 |
| MT-SSGUARD-01: Position Software Support - Year 1 | 4.00 | \$1,430.00 | \$5,720.00 |
| MT-HSGUARD-06: Guardian Hardware Support - Year 6 | 1.00 | \$1,811.04 | \$1,811.04 |
| Total Products & Other Charges: | | | \$14,871.04 |
| Make checks payable to AK Associates or Kraus Associates, Inc. | Invoice Subtotal: | | \$14,871.04 |
| | Sales Tax: | | \$0.00 |
| | Invoice Total: | | \$14,871.04 |
| | Payments: | | \$0.00 |
| | Credits: | | \$0.00 |
| | Balance Due: | | \$14,871.04 |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

Our mailing address has changed! Please note the new address at the top of the invoice.

117-2910-529-3100



AK Associates
 PO Box 2880
 Concord, NH 03302
 (603) 432-5755

| Bill To: |
|---|
| Suwannee County, FL Attn: Jennifer Payne 224 Pine Ave SW Live Oak, FL 32064 United States |

| Date | Invoice |
|---------------------|----------|
| 04/25/2024 | 11289-FL |
| Account | |
| Suwannee County, FL | |

| Terms | Due Date | PO Number | Reference |
|--|------------|-----------|------------------|
| Net 30 days | 05/25/2024 | | AK Quote #: 1419 |
| Dates of Support: 6/1/24 through 5/31/25 | | | |

| Products & Other Charges | Quantity | Price | Amount |
|--|--------------------------|-------------------|-------------------|
| <u>Billable Products & Other Charges</u> | | | |
| MF-SRV-SUP: MapFlex Server Support and Maintenance | 1.00 | \$2,569.00 | \$2,569.00 |
| MF-DMS-REN5: MapFlex Client License Renewal (1-5 pos) - Year 2 | 4.00 | \$150.00 | \$600.00 |
| MS-SUP-SU: MapSAG Annual Support and Maintenance - Single User | 1.00 | \$1,950.00 | \$1,950.00 |
| Total Products & Other Charges: | | | \$5,119.00 |
| Make checks payable to AK Associates or Kraus Associates, Inc. | Invoice Subtotal: | | \$5,119.00 |
| | Sales Tax: | | \$0.00 |
| | Invoice Total: | | \$5,119.00 |
| | Payments: | | \$0.00 |
| | Credits: | | \$0.00 |
| Balance Due: | | \$5,119.00 | |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

****Our mailing address has changed! Please note the new address at the top of the invoice.****

117-2910-529-3100

JP



AK Associates
PO Box 2880
Concord, NH 03302
(603) 432-5755

| |
|---|
| Bill To: |
| Suwannee County, FL Attn: Jennifer Payne 224 Pine Ave SW Live Oak, FL 32064 United States |

| | |
|---------------------|----------------|
| Date | Invoice |
| 04/25/2024 | 11291-FL |
| Account | |
| Suwannee County, FL | |

| | | | | |
|--|-----------------|------------------|------------------|--|
| Terms | Due Date | PO Number | Reference | |
| Net 30 days | 05/25/2024 | | AK Quote #: 1417 | |
| Dates of Support: 6/1/24 through 5/31/25 | | | | |

| Products & Other Charges | Quantity | Price | Amount |
|--|--------------------------|------------|-------------------|
| <u>Billable Products & Other Charges</u> | | | |
| NA50250A: Gold Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA | 1.00 | \$3,735.00 | \$3,735.00 |
| NA50250A: Gold Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA | 1.00 | \$2,336.00 | \$2,336.00 |
| Total Products & Other Charges: | | | \$6,071.00 |
| Make checks payable to AK Associates or Kraus Associates, Inc. | Invoice Subtotal: | | \$6,071.00 |
| | Sales Tax: | | \$0.00 |
| | Invoice Total: | | \$6,071.00 |
| | Payments: | | \$0.00 |
| | Credits: | | \$0.00 |
| | Balance Due: | | \$6,071.00 |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

Our mailing address has changed! Please note the new address at the top of the invoice.



1616 Directors Row
 Fort Wayne, IN 46808
 260-469-2010

117-2910-529-3190



Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 4/26/2024 | 17339 |

| |
|---|
| Bill To |
| Suwannee County E911 224 Pine Ave SW Live Oak, FL 32064 |

| | | |
|----------|--------|---------|
| P.O. No. | Terms | Project |
| | Net 30 | |

| Description | Quantity | Rate | Amount |
|---|----------|--------|-----------|
| Database Services - 12 Month - 10/1/24 - 9/30/25 | 12 | 875.88 | 10,510.56 |
| MEVO Service (4 PSAP, 2 MEVO Kit, 2 EOC) - 12 Month - 10/1/24 - 9/30/25 | 12 | 437.94 | 5,255.28 |

| | | |
|------------------------------|--------------|-------------|
| Thank you for your business. | Total | \$15,765.84 |
|------------------------------|--------------|-------------|

| | |
|-------------------------|-------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$15,765.84 |

Suwannee County Clerk of Court

Objective:

To separate the Suwannee County Board of County Commissioners from the Suwannee County Clerk of Court when reporting to the Florida Retirement System (FRS).

Consideration:

The BOCC and the Clerk are currently being reported under the same agency number. This would allow the agencies to be split and employees service history would be reported under the proper agency. Also, each agency is allotted a minimum of 10 Sr. Management positions from FRS. This would allow the BOCC and the Clerk to no longer have to share these positions.

Recommendation:

Approve sending notice to FRS to separate these agencies and have FRS to assign a new agency number for the BOCC for reporting.



OFFICE OF THE
CLERK OF THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT • SUWANNEE COUNTY

Barry A. Baker
Clerk

April 25, 2024

Florida Department of Management Services
Division of Retirement

To Whom It May Concern,

It is the desire of the Suwannee County Clerk of Court and the Suwannee County Board of County Commissioners to be reported as separate agencies. Currently they are being reported together under the Suwannee County Clerk of Court, Agency 71001. We would like to make this effective May 1st, 2024. We will report April's wages under Agency 71001, and May's wages would be reported under the separated agencies.

If anything further is needed, you may contact me by phone at (386)362-0545 or by email at keithg@suwgov.org.

Thank you,

Keith M. Gentry
Finance Director/Retirement Coordinator

Travis Land, Chairman
Suwannee County Board of County Commissioners

Barry Baker
Suwannee County Clerk of Court

Suwannee County Airport Executive Summary

Objective:

To request permission to advertise for Request for Qualification for Airport Engineering Consultant for the Suwannee County Airport.

Considerations:

FAA regulations limit the length of Airport Engineering Consultants to 5 years.

The last Request for Qualifications was in 2019.

Recommendation:

Suwannee County Airport respectfully requests the Suwannee County Board of County Commissioners to grant permission to advertise for Request for Qualification for Airport Engineering Consultant.

Respectfully submitted:

Dated: May 7, 2024

John Duhaime
Airport Manager

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Receive Board approval to Award Bid No. 2024-05 Harvesting/Timber Sale for 82.58 acre parcel 34-01S-12E-09799-001000 to highest bidder.

Considerations:

- Bidders were asked to submit prices for three categories; chip & saw, pulp wood, and hardwood.
- Three bids were received. All are qualified and competitive.
- Big Bend Timber Services provided the highest bid in two of three categories; chip & saw and pulp wood. Their price for hardwood was second highest amount.
- Bid Tabulation is attached.

Budget Impact:

- This will be used to offset the cost of Bid 2024-04 Clearing and Grubbing.

Recommendation:

- Staff recommend awarding contract to highest bidder, Big Bend Timber Services, LLC.

Respectfully submitted,

Greg Scott,

County Administrator



Administration Services

13150 80th Terrace Live Oak, FL 32060
Greg Scott, County Administrator

**Tabulation Bid No. 2024-05
Harvesting/Timber Sale
Suwannee County, FL**

| Respondent Name | Location | All Chip & Saw | All Pulp Wood | All Hardwood |
|----------------------------------|-----------------|---------------------------|----------------------|---------------------|
| M. A. Rigoni, Inc | Perry, FL | \$33.00/ton | \$13/50/ton | \$0.50/ton |
| H. B. Tuten Jr. Logging. Inc. | Perry, FL | \$32.50/ton | \$4.80/ton | \$6.00/ton |
| Big Bend Timber Services, LLC | Monticello, FL | \$35.00/ton | \$14.30/ton | \$3.00/ton |

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Award Bid 2024-04 Clearing & Grubbing to the lowest responsive and responsible bidder.

Considerations:

Adam Boyd Bobcat Service is the lowest responsive and responsible bidder.

Two county properties need clearing, grubbing, and grinding. The Wastewater plant will be placed on one parcel, and the other could be used for economic development.

Budget Impact:

The cost will be offset by timber harvesting and paid from 001-1110-511-6300-01.

Recommendation:

Staff recommendation is to award Bid 2024-04 to Adam Boyd Bobcat Service, Inc. in the amount of \$180,000.00

Respectfully submitted,

Greg Scott,
County Administrator

Dated: May 7, 2024



Administration Services

13150 80th Terrace Live Oak, FL 32060
Greg Scott, County Administrator

Tabulation Bid No. 2024-04 Clearing, Grubbing, & Grinding Suwannee County, FL

| Company | Location | Amount |
|---|---------------------|----------------|
| Higher Ground Land Services | Vero Beach, FL | \$62,650.00 |
| Contract Service Solutions | Clearwater, FL | \$71,110.00 |
| Cutters Edge Tree Service, LLC | Lake Wales, FL | \$150,000.00 |
| JT Ruby Contracting | Lake Butler, FL | \$172,800.00 |
| Adam Boyd Bobcat Service | Riverview, FL | \$180,000.00 |
| Thrift Land Clearing | Pavo, GA | \$224,640.00 |
| G&W Site Services | Live Oak, FL | \$234,900.00 |
| All in Site Services | Fort White, FL | \$242,132.00 |
| Southeastern Nurseries | Lake Wales, FL | \$284,447.10 |
| Salgado Tree Trimming | West Palm Beach, FL | \$324,000.00 |
| Sheffield Site Development | Alachua, FL | \$428,083.00 |
| Sean M Gerrits dba SMG, Inc | Crystal River, FL | \$430,000.00 |
| Top Notch Tree and Land Clearing | Riverview, FL | \$432,000.00 |
| Three Rouxs Enterprises | Chiefland, FL | \$441,000.00 |
| RPF Emergency Services | Hoover, AL | \$450,000.00 |
| Gulfstream Contracting | Live Oak, FL | \$465,400.00 |
| Roberts Site Development | Lake Butler, FL | \$493,418.01 |
| Dylan Harrelson | O'Brien, FL | \$528,810.00 |
| TFR Enterprises | Lander, TX | \$583,375.00 |
| Swamp Gator Underbrushing Land Management | Sanderson, FL | \$620,655.00 |
| Deep South Land Development | Wewahitchka, FL | \$673,087.50 |
| Gulf Equipment Corp dba Gulf Services | Theodore, AL | \$1,244,100.00 |

SUWANNEE

Parks & Recreation

Executive Summary

Objective

To reappoint Jeff Lee and Matthew Pennington to serve on the Live Oak, Suwannee County Recreation Board for their respective 4 year terms.

Consideration

Per the Interlocal Agreement 96-48 the Suwannee County Board of County Commissioners and the Live Oak City Council are to appoint members to the Live Oak, Suwannee County Recreation Board on alternating years for 4 year terms.

Mr. Lee has been on the Board since 2007 and is willing to serve another 4 year term. Mr. Lee has served the Board and community well.

Mr. Pennington has been on the Board since 2023 and filled the position left vacant by the passing away of long-time Board member, Dale Allen. He is willing to continue serving on the Board and is willing to serve a 4 year term. He has been an asset to the Board and community.

The Live Oak, Suwannee County Recreation Board recommends that Jeff Lee and Matthew Pennington be reappointed to the Board. Both members have been vital assets to the organization and community.

Their terms will expire on June 30, 2024.

Recommendation

The Live Oak, Suwannee County Recreation Board requests the Suwannee County Board of County Commissioners to reappoint Jeff Lee and Matthew Pennington to serve on the Recreation Board for their respective 4 year terms.

Respectfully submitted:

Dated: May 7, 2024

Jason Furry, CPRP
Parks & Recreation Director

We wish to withdraw our application for Special Permit under section 14.6.1 of the LDR's for intensive agriculture.

05/03/24


Date

Gabriel La Rosa Kosel.

Gabriel La Rosa

05/03/24

Date

Ana Fernandez 

Ana Lidia Fernandez Fernandez

SUWANNEE COUNTY

Planning & Zoning

Executive Summary SP-24-04-01

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

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

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR
ZONING SPECIAL PERMIT

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

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

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

Agent's Name & Address (if applicable): _____

Phone Number: _____

Please provide the following information:

1. Legal Description: See attached.

Attach separate sheet if necessary.)

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


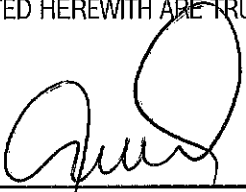
3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: Proposed use is to build 10 Boilers (chicken) houses, that measure 43'W x 510'L. There will be no employees, it will be a family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

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

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

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

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

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

FOR OFFICE USE ONLY

Zoning District: _____ Land Use Plan Map Category: _____

Date Filed: _____ Special Permit Request No. _____

Fee amount: \$650 _____

Date hearing held: _____

Action by Board: _____

(Granted, Denied, etc.)

Additional Comments: _____

Planning & Zoning Director
Suwannee County, Florida

Date

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

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

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

PREPARED BY AND RETURN TO:

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

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

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

(Space Above This Line For Recording Data)

Quit Claim Deed

THIS QUIT-CLAIM DEED is made as of this 17th day of November, 2021, by Gabriel La Rosa, an unmarried man and Ana Lidia Fernandez Fernandez, an unmarried woman ("Grantor"), whose post office address is 10404 SR 51, Live Oak, FL 32060, given to second party, Gabriel La Rosa and Ana Lidia Fernandez Fernandez, a married couple, whose post office address is 10404 SR 51, Live Oak, FL 32060 ("Grantee").

WITNESSETH:

For good and valuable consideration to Grantor, the receipt whereof is hereby acknowledged, Grantor does hereby quit-claim, grant, bargain, sell, alien, remise, release and convey unto Grantee, its successors and assigns all of Grantor's right, title and interest in and to that certain property interest (the "Property") in Suwannee County, Florida, as more particularly described as follows:

A Parcel of land in the Northwest Quarter of Section 4, Township 3 South, Range 13 East, Suwannee County, Florida, being more particularly described as follows: For a Point of Reference, commence at the Northwest corner of Section 4, Township 3 South, Range 13 East, thence South 0 degrees 47 minutes 47 seconds East along the West line of said section a distance of 980 feet to the Point of Beginning, thence North 88 degrees 41 minutes 44 seconds East a distance of 1333.67 feet, thence North 0 degrees 47 minutes 06 seconds West along the West line of the Northeast Quarter of the Northwest Quarter of said Section a distance of 980 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said section, thence North 88 degrees 41 minutes 44 seconds East a distance of 1333.86 feet to the Northeast corner of the Northwest Quarter of said section, thence South 0 degrees 46 minutes 25 seconds East along the East line of the Northwest Quarter of said section a distance of 1351.51 feet, thence South 89 degrees 04 minutes 18 seconds West a distance of 2667.09 feet to the West line of said section, thence North 0 degrees 47 minutes 47 seconds West a distance of 354 feet to close on the Point of Beginning.

SUBJECT to taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

****SIGNATURE PAGE TO FOLLOW****

IN WITNESS WHEREOF, the Grantor has caused this Quit-Claim Deed to be executed and delivered the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS
PRINT NAME: Harold H Brown

By: [Signature]
Gabriel La Rosa

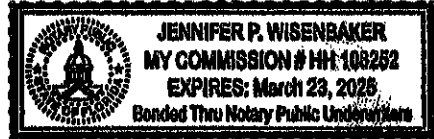
[Signature]
WITNESS
PRINT NAME: Jennifer Wisenbaker

By: [Signature]
Ana Lidia Fernandez Fernandez

STATE OF FLORIDA
COUNTY OF SUWANNEE

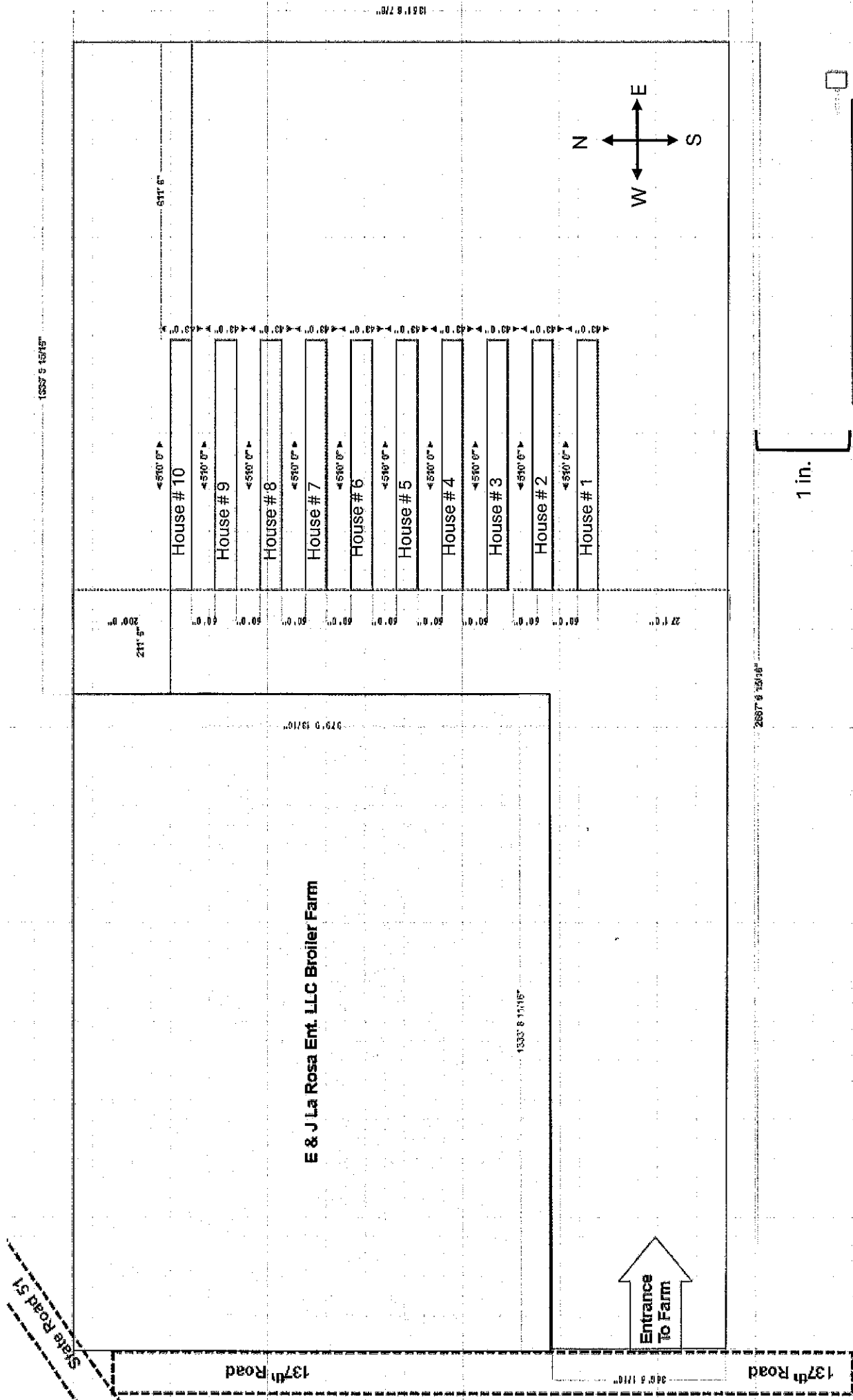
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of November, 2021, by Gabriel La Rosa and Ana Lidia Fernandez Fernandez.

[Signature]
Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally Known: _____ OR Produced Identification: _____
Type of Identification
Produced: FLDL

Site Plan:



LEGEND:

- 1 in. square = 200 feet



Parcel Details [\(click for more...\)](#)
04-03S-13E-08461-004000 (3890)
LA ROSA GABRIEL & ANA LIDIA FERNANDEZ
04/03S/13E (NON-AG ACREAGE) | 52.22 AC | Exempt:
Tax:\$27,993.00 Sale:10/27/2021 - \$170,000 - 1/Q

LAND USE HEARING

APRIL 16 5:35 PM

218 PARSHLEY

JUDICIAL ANNEX

SUWANNEE COUNTY
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT AS AUTHORIZED UNDER SECTION 14.6.1.1 OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT TO ALLOW POULTRY HOUSES, AS INTENSIVE AGRICULTURE ON PROPERTY ZONED AGRICULTURE-1 ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, entitled Suwannee County Land Development Regulations and hereinafter referred to as County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida hereinafter referred to as the Board of County Commissioners, to approve, approve with conditions or deny special permits, as authorized under Section 14.6.1.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit Request No. SP-24-04-01, for a special permit to construct Ten poultry houses has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.6.1.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition on property zoned A-1; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Suwannee County Planning & Zoning Board of Adjustment approved a Variance for the side yard setback on March 28, 2024; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district

- c) The petitioner has proposed refuse and service areas, with particular reference to the items
- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility.
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district
- g) The petitioner has proposed yards and other open space which meet s the minimum requirements for yards and other open space

WHEREAS, the Board of County Commissioners has determined and found that the special permit is generally compatible with adjacent properties, other property in the district, and natural resources, and

- WHEREAS, the Board of County Commissioners has determined and found that
- a) The proposed use would be in conformance with the County's Comprehensive Plan;
 - b) The proposed use is compatible with the established land use pattern;
 - c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets
 - d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood
 - e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
 - f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety
 - g) The proposed use will not create a drainage problem
 - h) The proposed use will not seriously reduce light and air to adjacent areas
 - i) The proposed use will not affect property values in the area
 - j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations
 - k) The proposed use is not out of scale with the needs of the neighborhood or the community

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by Gabriel LaRosa and Ana Fernandez to build Ten poultry house on property zoned A-1 on certain lands within the County as described as follows:

LEG 52.22 ACRES FOR PT OF REF COMM AT THE NW COR OF SECTION 4 THENCE S 0 DEG 47'47 E ALONG THE W LINE OF SAID SEC A DISTANCE OF

980 FT TO POB THENCE N 88 DEG 41'44 E A DISTANCE OF 1333.67 FT THENCE N 0 DEG 47'06 W ALONG THE W LINE OF THE NE1/4 OF NW1/4 OF SAID SECTION A DISTANCE OF 980 FT TO THE NW COR OF NE1/4 OF NW1/4 OF SAID SECTION THENCE N 88 DEG 41'44 E A DISTANCE OF 1333.86 FT TO THE NE COR OF NW1/4 OF SAID SECTION THENCE S 0 DEG 46'25 E ALONG THE E LINE OF THE NW1/4 OF SAID SECTION A DISTANCE OF 1351.51 FT THENCE S 89 DEG 04'18 W A DISTANCE OF 2667.09 FT TO THE W LINE OF SAID SECTION THENCE N 0 DEG 47'47 W A DISTANCE OF 354 FT TO CLOSE ON THE POB in Section 04 Township 03 South Range 13 East Suwannee County, Florida.

The Board of County Commissioners approves a special permit for four additional poultry houses for said property, subject to the conditions if any listed on Attachment 1.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the board of County Commissioners.

DULY ADOPTED in session this 16th day of April 2024

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Travis Land, Chairman

ATTEST:

Barry Baker, Clerk

DENIAL OF DEVELOPMENT PERMIT

Application Number: _____

Name of Applicant: _____

Date of Hearing: _____

The Board of County Commissioners of Suwannee County, Florida (the "Board") sat as a quasi-judicial board to consider the above referenced development permit. The Board notes that the hearing was properly noticed and open to the public.

During the hearing, the Board received evidence in support and in opposition of the permit. After thorough consideration of the evidence presented, the decision of the Board was to DENY the permit. As grounds for denial, the Board finds:

1) As its legal basis for denying the application, the Board cites

2) The competent and substantial evidence which supports the Board's denial was

Based upon the foregoing, the application was DENIED in open session.

Dated this ____ day of _____, 20____.

Hon. Barry Baker
Clerk of Court

Chairman
Suwannee County
Board of County Commissioners

Confirmation of Receipt of Denial of
Development Permit on date indicated

A copy of this Denial of Development Permit was sent to the Applicant this _____ day
of _____, 20____.

Clerk of Court

To: Suwannee County Board of Commissioners and Director Meeks

From: Inalvis Hernandez

Gentlemen,

Please accept this as my notice that I wish to withdraw my application for the Special Permit for Intensive Agriculture.

Sincerely,

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

Inalvis Hernandez

SUWANNEE COUNTY

Planning & Zoning

Executive Summary SP-24-04-02

Objective: Request is for approval of 8 poultry houses as part of an intensive Agriculture Special Permit.

Considerations: The property is currently pasture land. This is not an existing poultry farm. Current land use is mixed with agriculture and residential.

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR
ZONING SPECIAL PERMIT

Name of Title Holder(s): INALVIS HERNANDEZ
Address: 16760 40th PATH City, State, Zip: WVE OAK, FL 32060
Phone Number: 786 3336591
Agent's Name & Address (if applicable): N/A
Phone Number: _____

Please provide the following information:

1. Legal Description: LEG 20.01 ACRES FOR PT OF REF COM AT THE NW COR
OF SAID SECTION THENCE RUN S 00, LEG 20.01 ACRES FOR POB COM
AT THE NW COR OF SAID SECTION RUN N 88 DEG 48' 52" E, LEG 22.86
ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION RUN S
00 DEG 34 Attach separate sheet if necessary.

2. Driving Directions to Subject Property: _____

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: 8 DROILER HOUSE
43 X 510 (PIGRIM'S)

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

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

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

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

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- d. Utilities, with reference to locations, availability, and compatibility.
- e. Screening and buffering with reference to type, dimensions, and character.
- f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- g. Required yards and other open space.
- h. Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:
 - (1) Conformity with the County's Comprehensive Plan and the effects upon the County's Comprehensive Plan;
 - (2) The existing land use pattern;
 - (3) The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets;
 - (4) Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood;
 - (5) The impact of the proposed use upon living conditions in the neighborhood;

- (6) The impact of the proposed use upon traffic congestion or other
 - (7) The impact of the proposed use upon drainage;
 - (8) The impact of the proposed use upon light and air to adjacent areas;
 - (9) The impact of the proposed use upon property values in the adjacent area;
 - (10) The impact of the proposed use upon the improvement or redevelopment of adjacent property in accordance with existing regulations; and
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- a. The new written application constitutes a proposed special permit different from the one (1) proposed in the denied written application.
 - b. Failure to waive said twelve (12) month waiting period constitutes a hardship to the applicant resulting from mistake, inadvertence, or newly discovered matters of consideration.

Russell & Vickie DePratter
11214 129th Road
Live Oak, FL 32060

March 7, 2024

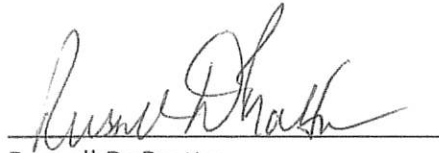
To Whom It May Concern:

This letter is being provided in support of David and Inalvis Hernandez and their desire to construct eight (8) poultry houses on their property located at 16760 40th Path, Live Oak, FL 32060.

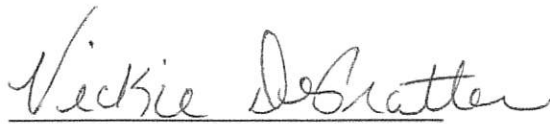
We hold the lien on the property identified. It is our representation that we approve of the construction of the poultry houses on this property.

Please contact us in the event additional information is needed.

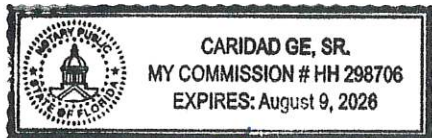
Sincerely,



Russell DePratter



Vickie DePratter



Approved 03/10/2024

Suwannee County Property Appraiser

Ricky Gamble, CFA

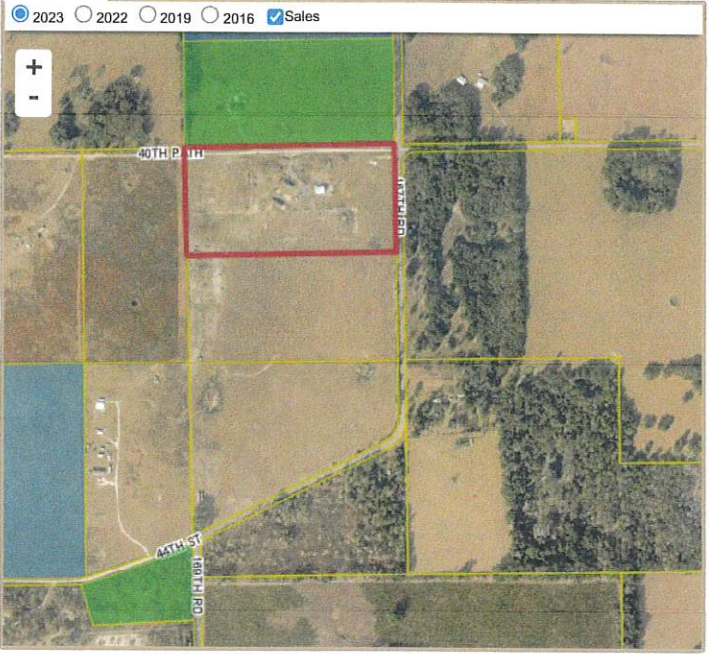
2024 Working Values
updated: 3/14/2024

Parcel: << 26-01S-12E-09699-000010 (38208) >>

Owner & Property Info

| | | | |
|--|--|--------------|------------|
| Owner | HERNANDEZ INALVIS 16760 40TH PATH LIVE OAK, FL 32060 | | |
| Site | 16760 40TH PATH, LIVE OAK | | |
| Description* | LEG 20.01 ACRES FOR POB COM AT THE NW COR OF SAID SECTION RUN N 88 DEG 48'52 E ALONG THE N LINE OF SAID SECTION A DISTANCE OF 1293.45 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE OF 672.37 FT THENCE RUN S ...more>>> | | |
| Area | 20.01 AC | S/T/R | 26-01S-12E |
| Use Code** | NON-AG ACREAGE (9900) | Tax District | CO |
| *The Description above is not to be used as the Legal Description for this parcel in any legal transaction. **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information. | | | |

Aerial Viewer Google Maps



Property & Assessment Values

| 2023 Certified Values | | 2024 Working Values | |
|-----------------------|--|---------------------|--|
| Mkt Land | \$110,055 | Mkt Land | \$113,556 |
| Ag Land | \$0 | Ag Land | \$0 |
| Building | \$0 | Building | \$0 |
| XFOB | \$40,597 | XFOB | \$40,597 |
| Just | \$150,652 | Just | \$154,153 |
| Class | \$0 | Class | \$0 |
| Appraised | \$150,652 | Appraised | \$154,153 |
| Assessed | \$150,652 | Assessed | \$154,153 |
| Exempt | \$0 | Exempt | \$0 |
| Total Taxable | county:\$98,096 other:\$98,096 school:\$150,652 | Total Taxable | county:\$107,906 other:\$107,906 school:\$154,153 |

Sales History

| Sale Date | Sale Price | Book/Page | Deed | V/I | Qualification (Codes) | RCode |
|------------|-------------|-----------|------|-----|-----------------------|-------------------------------|
| 3/3/2020 | \$100 | 2175/0301 | AF | V | U | 11 |
| 12/10/2019 | \$100,000 | 2163/0260 | AF | V | U | 21 |
| 9/9/2019 | \$1,075,000 | 2139/0079 | WD | V | Q | 05 (Multi-Parcel Sale) - show |

Building Characteristics

| Bldg Sketch | Description* | Year Blt | Htd Base SF | Actual SF | Bldg Value |
|-------------|--------------|----------|-------------|-----------|------------|
| NONE | | | | | |

Extra Features & Out Buildings

| Code | Desc | Year Blt | Value | Units | Dims |
|------|------------|----------|-------------|---------|---------|
| 1613 | SEPTIC | 2020 | \$870.00 | 1.00 | x |
| 1615 | WELL | 2020 | \$1,800.00 | 1.00 | x |
| 1618 | PWR/POLE | 2020 | \$300.00 | 1.00 | x |
| 1684 | METAL BLDG | 2020 | \$36,000.00 | 2400.00 | 60 x 40 |
| 1666 | CONCRETE | 2020 | \$168.00 | 400.00 | 20 x 20 |
| 1625 | BRD FENCE | 2020 | \$255.00 | 144.00 | x |
| 1666 | CONCRETE | 2020 | \$34.00 | 80.00 | 2 x 40 |
| 1613 | SEPTIC | 2021 | \$870.00 | 1.00 | x |
| 1618 | PWR/POLE | 2021 | \$300.00 | 1.00 | x |

Land Breakdown

| Code | Desc | Units | Adjustments | Eff Rate | Land Value |
|------|------------|-----------|------------------------|-------------|------------|
| 0000 | 0000 (MKT) | 20.010 AC | 1.0000/1.0000 1.0000/1 | \$5,675 /AC | \$113,556 |

© Suwannee County Property Appraiser | Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This website was last updated: 3/14/2024 and may not reflect the data currently on file at our office.

#11

Prepared By and Return To:
RUSSELL S DEPRATTER
VICKIE MUSIC DEPRATTER
11214 129TH Road
Live Oak, FL 32060

AGREEMENT FOR DEED

This AGREEMENT FOR DEED, made this 10th day of December, A.D. 2019 between RUSSELL S. DEPRATTER AND VICKIE MUSIC DEPRATTER, whose mailing address is 11214 129TH Road, Live Oak, FL 32060, hereinafter referred to as "Seller", and INALVIS HERNANDEZ, whose mailing address is 20373 NW 47th Ave, Miami Gardens, FL 33055-1237, hereinafter referred to as "Purchaser".

References herein to the Purchaser and any pronouns relative thereto shall include the masculine, feminine, and neuter gender and the singular and plural number, wherever the context requires.

WITNESSETH, that if the Purchaser, (who hereby agrees to Purchase from the Seller) shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby agrees to sell to the purchaser, covenants and agrees to convey and assure to said Purchaser, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the following described property, situated in the County of Suwannee, State of Florida, known and described as follows, to wit:

Parcel is more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "property"). This AGREEMENT FOR DEED (also commonly known as Contract for Deed) hereinafter referred to as "AGREEMENT" (synonymous with contract) given subject to utility, reservations and road easements of record and easements found on Exhibit "A" attached.

The agreed upon price and terms are as follows:

| | |
|--|---------------------|
| 1. Purchase Price | <u>\$99,995.00</u> |
| 2. Cash Down Payment (The annual percentage rate does not take into account your cash down payment) | <u>\$9,995.00</u> |
| 3. Amount Financed (The amount of credit provided to you on your behalf) | <u>\$90,000.00</u> |
| 4. FINANCE CHARGE (The dollar amount the credit will cost you if only stated monthly payments are made) | <u>\$110,429.91</u> |
| 5. Total of Payments (The amount you will have paid when you have made all scheduled stated monthly payments) | <u>\$200,429.91</u> |
| 6. Total Sales Price (The total price of your purchase on credit, including your cash down payment of \$9,995, your finance charge of \$110,429.91 and other amounts financed \$ 0) | <u>\$210,424.91</u> |
| 7. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate) | <u>7.9%</u> |

Purchaser expects to pay the Seller the Total of Payments (Line 5 above) in 286 equal monthly payments of \$699 with interest, commencing on January 15, 2020 and continuing on the same day of each successive month thereafter until all principal and accrued interest has been paid in full, with a final payment of \$515.91. The Finance Charge begins to accrue from December 15, 2019. Purchaser shall have the right to prepay all or any part of the balance remaining due at any time without penalty.

Amount Received on December 10, 2019 :
\$ Cash
\$ 11,242.50 Check #
\$ Money Order/Cashier's Check

Additional information about nonpayment, default, the right to accelerate the maturity of the obligation, is contained elsewhere in this agreement.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly prorated property tax payment is \$111. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the typical March 31 deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated property taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Agreement for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Agreement is terminated for any reason.

Purchaser may not cut or remove any merchantable timber from the property without written consent of the Seller during the term of this AGREEMENT or during the term of any mortgage given to Seller as provided herein. In the event Seller grants permission to cut or remove timber, all money derived from the sale thereof shall be applied against the remaining balance in inverse order. The Purchaser covenants and agrees not to permit, commit, or suffer any waste, impairment or deterioration of the property or any part thereof, and will keep any improvements and the premises in good repair and condition through the life of this AGREEMENT, and will keep all improvements fully insured with the Seller named as joint loss payee. Purchaser agrees to comply with all applicable restrictions and laws concerning the use of the property.

11

Upon payment in full for said property, or sooner, if required by other conditions herein, Seller shall deliver Warranty Deed, conveying title to above described property to Purchaser free and clear of all encumbrances except restrictions, reservations, outstanding mineral rights, easements and limitations of record or as common to the subdivision or as shown on any recorded plats thereof, taxes for the year this AGREEMENT is entered into and subsequent years, and any liens, encumbrances or title defects placed on record by or against Purchaser.

Should Purchaser, at any time, reduce the principal balance owed to Seller by 50% of the purchase price then at the Purchaser's option and request and expense, Seller will convert this Agreement for Deed to a Warranty Deed, Mortgage, and Note form of purchase. The Purchaser will pay the costs to prepare and record the Warranty Deed. Purchaser will pay the documentary stamps, intangible tax, and recording fees for the mortgage and note. At the time of conveying the warranty deed to Purchaser, at the request and expense of the Purchaser, Seller will have a Title Insurance Policy issued to Purchaser. The National and Florida Associations for Realtors and Attorneys recommend Purchasers to hire an attorney to represent them in real estate transactions and to obtain a warranty deed and Title Insurance Policy. At the Seller's option, the Seller may record this AGREEMENT at any time. Upon receipt of 12 timely monthly payments (as shown on page 1 of this AGREEMENT), this AGREEMENT will be recorded by Seller if requested by Purchaser, and Purchaser will pay for all costs required to record this AGREEMENT in the public records of the County in which the property is located provided that this AGREEMENT is not in default at the time of such request.

It is understood and agreed that the Purchaser is of legal age. This Agreement constitutes the entire agreement between the parties. Purchaser agrees that no representations, oral or implied, have been made to Purchaser to induce them to enter into this AGREEMENT other than those expressly herein set forth. No waiver of any provision hereof shall constitute a continuing waiver of such provision or any other provision then or thereafter unless reduced to writing and expressly made a modification hereof. The Purchaser hereby expressly waives all claims for damages because of any representation made by any person whomsoever other than as contained in this agreement, and Seller shall not be responsible or liable for any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein. This agreement is subject to prior sale until signed by Seller and subject to seller's approval.

The Purchaser shall be permitted to go into possession of the property covered by this AGREEMENT immediately upon Seller signing this AGREEMENT. The Purchaser agrees to pay all taxes, assessments and impositions levied or assessed against said property subsequent to the date hereof, at the time the same shall become due and payable, and if same shall not be promptly paid, the Seller, its heirs, legal representatives, or assigns may at its sole and exclusive option at any time pay the same and the amount of the taxes assessments and impositions, shall be added to the amount of the Purchase Price still due and payable and every payment so made by the Seller shall draw interest at the highest legal rate. The Seller may, at any time, pay the Property Taxes and Assessments without waiving or affecting any right under this AGREEMENT and the full amount becomes immediately due and payable and shall, at Seller's option, bear interest from the date thereof until paid at the maximum legal rate per annum and, together with such interest, shall be secured by the lien of this AGREEMENT.

The time of payment shall be of the essence, and in the event of any default of payment of any of the purchase money as and when it becomes due, or in performance of any other obligations assumed by the Purchaser in this AGREEMENT, including the payment of Property Taxes and Assessments, and in the event that the default shall continue for a period of thirty (30) days, then the Seller may, at its sole and exclusive option and without notice of demand, declare the entire unpaid balance under this AGREEMENT together with accrued interest immediately due and payable. Said principal sum and said accrued interest shall both bear interest at the maximum legal rate from such default until paid or Seller may rescind this AGREEMENT, retaining the cash consideration paid for it as liquidated damages and this AGREEMENT then shall become null and void and the Seller shall have the right to re-enter and immediately take possession of the property covered by this AGREEMENT, its premises and every part thereof. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event that it is necessary for the Seller to enforce this AGREEMENT by foreclosure proceedings, or otherwise, all costs of the proceedings, including a reasonable attorney's fee, shall be paid by the Purchaser.

Installments not paid within Ten (10) days after becoming due under the terms of this AGREEMENT shall be subject to, and it is agreed Seller shall collect, a late charge in the amount of Five Percent (5%) of the monthly payment per month upon such delinquent installments. Any payments made by check which is returned unpaid by the bank will require Purchaser to pay a \$35.00 penalty for such dishonored check.

This AGREEMENT and the rights and interests hereunder are not transferrable by Purchaser without written consent of Seller, and then only upon the same terms and conditions herein continued. In the event this Agreement is assigned, sold, devised, transferred, quit-claimed, or in any way conveyed to another Purchaser, without such written consent of Seller, then in that event, all of the then remaining balance shall become immediately due and collectable.

It is hereby understood and agreed that SELLER has the right to sell, assign, hypothecate this Agreement and the obligations of PURCHASER will inure to the benefit of any assignee or purchaser of SELLER's interest. If Seller fails to deliver title as required by this AGREEMENT, Buyer's remedies shall be limited to recovery of all monies paid to Seller.

It is hereby understood and agreed the property herein is being sold and purchased subject to restrictions, reservations and limitations affecting the use of the property common to the subdivision or shown on the plat or survey, if applicable, which are now of record, or were delivered or disclosed to Purchaser upon his execution of this AGREEMENT, and also subject to any existing easements for utilities, and to zoning requirements or easements of any governmental authority which may exist now or in the future, and to any governmental sovereignty claims regarding submerged land, if any, and the Purchasers agree to comply with the same.

The PURCHASERS agree that no labor will be performed or materials furnished to this property without such items being fully paid for at the time said work is done or materials furnished unless prior approved by Seller. PURCHASERS shall make no improvement to nor place any fixtures nor personal property on this property nor take possession of this property prior to the time this AGREEMENT is executed by the SELLER.

The Purchaser signify that they have personally inspected the property being purchased prior to entering into this agreement. Additionally, the Purchaser has been provided the opportunity to review the property survey and inspect all property corners. The Purchaser accepts the property "as is" without warranty, expressed or implied, except warranties of title as specifically set forth herein. Existing fences, if any, may not necessarily conform with legal description of Purchaser's property. Before clearing or placing improvements on the property, the Purchaser should survey the property to verify the location of the property boundaries. Location of physical characteristics on the survey, including the 100 year flood line, if any, are approximate only and are not warranted by Seller. Seller makes no express or implied warranties regarding Riparian rights or Littoral rights.

Purchaser acknowledges having made a personal inspection of the subject property prior to approving this AGREEMENT and found it to be as represented. Purchaser further agrees that the property is suitable for the purpose for which it is being purchased. Purchaser acknowledges that the purchase of real estate involves uncertainties and complexities which may affect the value of the property. The property, including improvements thereon if any, are being sold and purchased (as is) and Seller disclaiming any warranty, expressed or implied, except as specifically set forth herein.

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

All construction is complete. The initial survey of the property has been completed, and restaking or resurveying shall be the responsibility of the Purchaser. Private wells and private septic tanks shall be the responsibility of Purchaser. Obtaining any desired electric and telephone service through the appropriate utilities shall also be the responsibility of Purchaser, the cost of which and associated usage minimums depend upon the length of line extensions necessary to reach the desired service point. Any required driveways or culverts to provide access from ingress and egress roadways shall be provided and maintained by the Purchaser. No fill or obstruction of any nature shall be placed within any ditch, drainage system or roadway without appropriate prior approval. Contact the appropriate governmental agencies for the latest restrictions prior to any improvements, activities or alternations within, along or near any drainage ditches, streams, ponds, lakes, wetlands, flood prone areas, or other environmentally sensitive and/or regulated areas which may be located on and effect the use of the subject property.

The salesperson is by this document giving written notice to Purchaser that salesperson is the agent and representative of the Seller. Purchaser acknowledges receiving this notice prior to entering into this agreement.

The provisions of this Agreement shall survive any closing hereunder. This AGREEMENT constitutes the entire agreement between the parties hereto and shall inure to the benefit of, and be binding upon, their heirs, personal representatives, successors and assigns.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of each payment shall be an essential part of this AGREEMENT, and that all Covenants and Agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchaser acknowledges receipt of this AGREEMENT. This AGREEMENT shall not be binding until signed by the Seller or authorized agent of Seller, and shall be construed under the laws of the State of Florida.

In the event of termination of this AGREEMENT due to Purchaser's breach, the Purchaser shall be tenant at sufferance and shall not be entitled to any notice to vacate, and will vacate the premises immediately and will hold Seller harmless from any and all liabilities in the event it becomes necessary to enforce any of the covenants of this AGREEMENT, and the Purchaser agrees to pay any and all attorney fees and costs incurred in collection therewith. Seller may alternatively pursue any other remedy available at law or equity.

As long as there is a balance owed to seller on this contract the following mortgage restrictions will apply:

- No more than 1 shipping container may be placed on the property.
- No borrow pits may be dug on this parcel.
- The Owner shall keep their parcel clean and cleared of rubbish (trash, junk, garbage, abandoned automobiles, tires, etc.).

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

In the event Purchaser is served with process or otherwise notified of a condemnation action or any other action which involves a taking of the Property or any part thereof, Purchaser shall notify Seller in writing of such within five (5) days from the date of service of process or such other notification (so as to be received by Seller within said period). Purchaser hereby authorizes Seller as attorney-in-fact for Purchaser to, at Seller's option, commence, appear in and prosecute, in Seller's or Purchaser's name, any action or proceeding relating to such taking of the Property and to settle or compromise any claim in connection with such condemnation or taking. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Seller. Seller shall not be held responsible for any failure to collect any award or awards, regardless of cause of such failure. Any such award or awards received by Seller may, at its option, be used in restoring the Property on terms and conditions acceptable to and prescribed by Seller (and in which event the funds may be retained without interest), or be applied as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or subsequently to mature (provided that such does not exceed the amount necessary to pay in full all indebtedness secured by this Agreement and all other instruments securing this Agreement).

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written. Before I (we) signed this AGREEMENT, I (we) received a copy of the restrictions, the Schedule A, and I (we) personally inspected the above referenced property and have received a copy of the Boundary Survey showing dimensions and easements.

PURCHASER(S):

D-D [Signature]
Witness 1 Signature

Douglas Griffiths
Witness 1 Printed Name


[Signature] (L.S.)
Inalvis Hernandez

Jenna O. Hunnicutt
Witness 2 Signature

Jenna O. Hunnicutt
Witness 2 Printed Name

Purchaser Acknowledgment
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10th day of December, 2019, by Inalvis Hernandez who has produced Florida Driver's License as identification.



JENNA O. HUNNICUTT
Commission # GG 102206
Expires May 8, 2021
Bonded Thru Troy Fain Insurance 609-365-7018

Jenna O. Hunnicutt
Notary Public

SELLER

Karen Bates
Witness 1 Signature

Karen Bates
Witness 1 Printed Name

Claire M. Green
Witness 2 Signature


Claire M. Green
Witness 2 Printed Name

By: Russell S DePratter (L.S.)
RUSSELL S. DEPRATTER

By: Vickie Music DePratter (L.S.)
VICKIE MUSIC DEPRATTER

Seller Acknowledgment
STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 13th day of January, 2020, by Russell S. DePratter and Vickie Music DePratter who have produced _____ as identification or () is personally known to me



CLAIRE M. GREEN
MY COMMISSION # GG 157106
EXPIRES: March 1, 2022
Bonded Thru Notary Public Underwriters

Claire M. Green
Notary Public

Exhibit A
Legal Description

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE RUN NORTH 88°48'52" EAST ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 1293.45 FEET TO THE WEST RIGHT-OF-WAY LINE OF 167TH ROAD; THENCE RUN SOUTH 01°04'40" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 672.37 FEET; THENCE RUN SOUTH 88°48'52" WEST, A DISTANCE OF 1299.28 FEET TO THE WEST LINE OF SAID SECTION 26; THENCE RUN NORTH 00°34'49" WEST ALONG SAID WEST LINE, A DISTANCE OF 672.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.01 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENT BELOW:

EASEMENT "A"

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS: THE NORTH 60.00 FEET OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, LYING WEST OF 167TH ROAD; THE NORTH 60.00 FEET OF THE NORTHEAST 1/4 OF SECTION 27; THE WEST 66.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 66.00 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA.

Suwannee County Property Appraiser

Ricky Gamble, CFA

2024 Working Values
updated: 3/14/2024

Parcel: << 26-01S-12E-09699-000000 (38852) >>

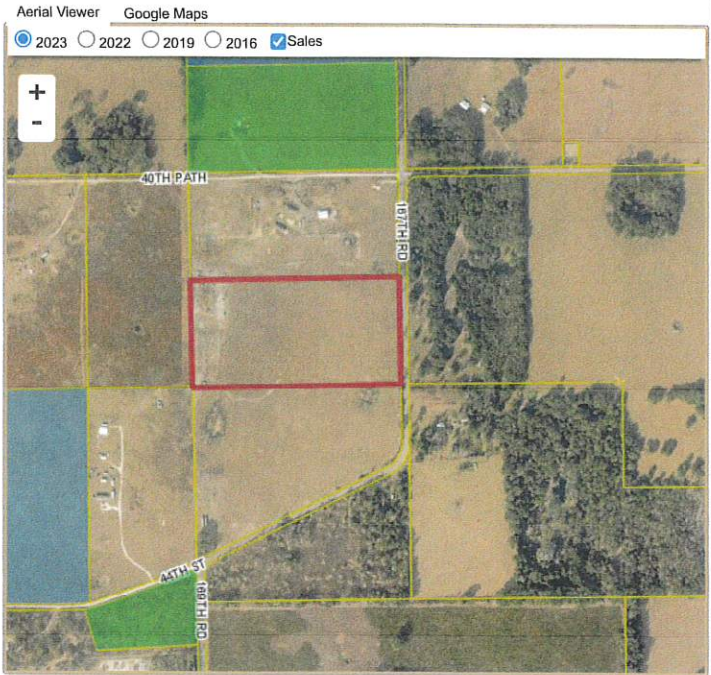
Owner & Property Info

| | | | |
|--------------|---|--------------|------------|
| Owner | HERNANDEZ INALVIS 20373 NW 47TH AVE MIAMI GARDENS, FL 33055 | | |
| Site | | | |
| Description* | LEG 20.01 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION THENCE RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 672.41 FT TO POB THENCE RUN N 88 DEG 48'52 E A DISTANCE OF 1299.28 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 ...more>>> | | |
| Area | 20.01 AC | S/T/R | 26-01S-12E |
| Use Code** | NON-AG ACREAGE (9900) | Tax District | CO |

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

| 2023 Certified Values | | 2024 Working Values | |
|-----------------------|--|---------------------|--|
| Mkt Land | \$110,055 | Mkt Land | \$113,556 |
| Ag Land | \$0 | Ag Land | \$0 |
| Building | \$0 | Building | \$0 |
| XFOB | \$0 | XFOB | \$0 |
| Just | \$110,055 | Just | \$113,556 |
| Class | \$0 | Class | \$0 |
| Appraised | \$110,055 | Appraised | \$113,556 |
| Assessed | \$110,055 | Assessed | \$113,556 |
| Exempt | \$0 | Exempt | \$0 |
| Total Taxable | county:\$54,476 other:\$54,476 school:\$110,055 | Total Taxable | county:\$59,924 other:\$59,924 school:\$113,556 |



Sales History

| Sale Date | Sale Price | Book/Page | Deed | V/I | Qualification (Codes) | RCode |
|------------|-------------|-----------|------|-----|-----------------------|-------------------------------|
| 12/10/2019 | \$100,000 | 2257/0476 | AG | V | U | 21 |
| 9/9/2019 | \$1,075,000 | 2139/0079 | WD | V | Q | 05 (Multi-Parcel Sale) - show |
| 10/1/2005 | \$100 | 1245/0248 | WD | V | Q | 01 |
| 11/1/2004 | \$100 | 1149/0295 | WD | V | Q | 01 |
| 11/1/2000 | \$100 | 0844/0434 | WD | V | Q | 01 |
| 4/1/1998 | \$780,000 | 0680/0275 | WD | V | Q | 02 |
| 10/1/1997 | \$100 | 0655/0001 | TD | V | Q | 01 |

Building Characteristics

| Bldg Sketch | Description* | Year Blt | Htd Base SF | Actual SF | Bldg Value |
|-------------|--------------|----------|-------------|-----------|------------|
| NONE | | | | | |

Extra Features & Out Buildings

| Code | Desc | Year Blt | Value | Units | Dims |
|------|------|----------|-------|-------|------|
| NONE | | | | | |

Land Breakdown

| Code | Desc | Units | Adjustments | Eff Rate | Land Value |
|------|------------|-----------|-------------------------|-------------|------------|
| 0000 | 0000 (MKT) | 20.010 AC | 1.0000/1.0000 1.0000/ / | \$5,675 /AC | \$113,556 |

© Suwannee County Property Appraiser | Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 3/14/2024 and may not reflect the data currently on file at our office.

#12

Prepared By and Return To:
RUSSELL S. DEPRATTER
VICKIE MUSIC DEPRATTER
11214 129TH Road
Live Oak, FL 32060

AGREEMENT FOR DEED

This AGREEMENT FOR DEED, made this 10th day of December, A.D. 2019 between RUSSELL S. DEPRATTER AND VICKIE MUSIC DEPRATTER, whose mailing address is 11214 129TH Road, Live Oak, FL 32060, hereinafter referred to as "Seller", and INALVIS HERNANDEZ, whose mailing address is 20373 NW 47TH Ave, Miami Gardens, FL 33055-1237, hereinafter referred to as "Purchaser".

References herein to the Purchaser and any pronouns relative thereto shall include the masculine, feminine, and neuter gender and the singular and plural number, wherever the context requires.

WITNESSETH, that if the Purchaser, (who hereby agrees to Purchase from the Seller) shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby agrees to sell to the purchaser, covenants and agrees to convey and assure to said Purchaser, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the following described property, situated in the County of Suwannee, State of Florida, known and described as follows, to wit:

Parcel is more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "property"). This AGREEMENT FOR DEED (also commonly known as Contract for Deed) hereinafter referred to as "AGREEMENT" (synonymous with contract) given subject to utility, reservations and road easements of record and easements found on Exhibit "A" attached.

The agreed upon price and terms are as follows:

| | |
|--|--------------|
| 1. Purchase Price | \$99,995.00 |
| 2. Cash Down Payment (The annual percentage rate does not take into account your cash down payment) | \$4,995.00 |
| 3. Amount Financed (The amount of credit provided to you on your behalf) | \$95,000.00 |
| 4. FINANCE CHARGE (The dollar amount the credit will cost you if only stated monthly payments are made) | \$143,644.60 |
| 5. Total of Payments (The amount you will have paid when you have made all scheduled stated monthly payments) | \$238,644.60 |
| 6. Total Sales Price (The total price of your purchase on credit, including your cash down payment of \$4,995, your finance charge of \$143,644.60 and other amounts financed \$ 0.00) | \$243,639.60 |
| 7. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate) | 8.9% |

Purchaser expects to pay the Seller the Total of Payments (Line 5 above) in 302 equal monthly payments of \$789 with interest, commencing on January 15, 2020 and continuing on the same day of each successive month thereafter until all principal and accrued interest has been paid in full, with a final payment of \$366.60. The Finance Charge begins to accrue from December 15, 2019. Purchaser shall have the right to prepay all or any part of the balance remaining due at any time without penalty.

Amount Received on December 10, 2019 :
\$ _____ Cash
\$ 4,995.00 Check # _____
\$ _____ Money Order/Cashier's Check

Additional information about nonpayment, default, the right to accelerate the maturity of the obligation, is contained elsewhere in this agreement.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly prorated property tax payment is \$111. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the typical March 31 deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated property taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Agreement for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Agreement is terminated for any reason.

Purchaser may not cut or remove any merchantable timber from the property without written consent of the Seller during the term of this AGREEMENT or during the term of any mortgage given to Seller as provided herein. In the event Seller grants permission to cut or remove timber, all money derived from the sale thereof shall be applied against the remaining balance in inverse order. The Purchaser covenants and agrees not to permit, commit, or suffer any waste, impairment or deterioration of the property or any part thereof, and will keep any improvements and the premises in good repair and condition through the life of this AGREEMENT, and will keep all improvements fully insured with the Seller named as joint loss payee. Purchaser agrees to comply with all applicable restrictions and laws concerning the use of the property.

#12

Upon payment in full for said property, or sooner, if required by other conditions herein, Seller shall deliver Warranty Deed, conveying title to above described property to Purchaser free and clear of all encumbrances except restrictions, reservations, outstanding mineral rights, easements and limitations of record or as common to the subdivision or as shown on any recorded plats thereof, taxes for the year this AGREEMENT is entered into and subsequent years, and any liens, encumbrances or title defects placed on record by or against Purchaser.

Should Purchaser, at any time, reduce the principal balance owed to Seller by 50% of the purchase price then at the Purchaser's option and request and expense, Seller will convert this Agreement for Deed to a Warranty Deed, Mortgage, and Note form of purchase. The Purchaser will pay the costs to prepare and record the Warranty Deed. Purchaser will pay the documentary stamps, intangible tax, and recording fees for the mortgage and note. At the time of conveying the warranty deed to Purchaser, at the request and expense of the Purchaser, Seller will have a Title Insurance Policy issued to Purchaser. The National and Florida Associations for Realtors and Attorneys recommend Purchasers to hire an attorney to represent them in real estate transactions and to obtain a warranty deed and Title Insurance Policy. At the Seller's option, the Seller may record this AGREEMENT at any time. Upon receipt of 12 timely monthly payments (as shown on page 1 of this AGREEMENT), this AGREEMENT will be recorded by Seller if requested by Purchaser, and Purchaser will pay for all costs required to record this AGREEMENT in the public records of the County in which the property is located provided that this AGREEMENT is not in default at the time of such request.

It is understood and agreed that the Purchaser is of legal age. This Agreement constitutes the entire agreement between the parties. Purchaser agrees that no representations, oral or implied, have been made to Purchaser to induce them to enter into this AGREEMENT other than those expressly herein set forth. No waiver of any provision hereof shall constitute a continuing waiver of such provision or any other provision then or thereafter unless reduced to writing and expressly made a modification hereof. The Purchaser hereby expressly waives all claims for damages because of any representation made by any person whomsoever other than as contained in this agreement, and Seller shall not be responsible or liable for any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein. This agreement is subject to prior sale until signed by Seller and subject to seller's approval.

The Purchaser shall be permitted to go into possession of the property covered by this AGREEMENT immediately upon Seller signing this AGREEMENT. The Purchaser agrees to pay all taxes, assessments and impositions levied or assessed against said property subsequent to the date hereof, at the time the same shall become due and payable, and if same shall not be promptly paid, the Seller, its heirs, legal representatives, or assigns may at its sole and exclusive option at any time pay the same and the amount of the taxes assessments and impositions, shall be added to the amount of the Purchase Price still due and payable and every payment so made by the Seller shall draw interest at the highest legal rate. The Seller may, at any time, pay the Property Taxes and Assessments without waiving or affecting any right under this AGREEMENT and the full amount becomes immediately due and payable and shall, at Seller's option, bear interest from the date thereof until paid at the maximum legal rate per annum and, together with such interest, shall be secured by the lien of this AGREEMENT.

The time of payment shall be of the essence, and in the event of any default of payment of any of the purchase money as and when it becomes due, or in performance of any other obligations assumed by the Purchaser in this AGREEMENT, including the payment of Property Taxes and Assessments, and in the event that the default shall continue for a period of thirty (30) days, then the Seller may, at its sole and exclusive option and without notice of demand, declare the entire unpaid balance under this AGREEMENT together with accrued interest immediately due and payable. Said principal sum and said accrued interest shall both bear interest at the maximum legal rate from such default until paid or Seller may rescind this AGREEMENT, retaining the cash consideration paid for it as liquidated damages and this AGREEMENT then shall become null and void and the Seller shall have the right to re-enter and immediately take possession of the property covered by this AGREEMENT, its premises and every part thereof. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event that it is necessary for the Seller to enforce this AGREEMENT by foreclosure proceedings, or otherwise, all costs of the proceedings, including a reasonable attorney's fee, shall be paid by the Purchaser.

Installments not paid within Ten (10) days after becoming due under the terms of this AGREEMENT shall be subject to, and it is agreed Seller shall collect, a late charge in the amount of Five Percent (5%) of the monthly payment per month upon such delinquent installments. Any payments made by check which is returned unpaid by the bank will require Purchaser to pay a \$35.00 penalty for such dishonored check.

This AGREEMENT and the rights and interests hereunder are not transferrable by Purchaser without written consent of Seller, and then only upon the same terms and conditions herein contained. In the event this Agreement is assigned, sold, devised, transferred, quit-claimed, or in any way conveyed to another Purchaser, without such written consent of Seller, then in that event, all of the then remaining balance shall become immediately due and collectable.

It is hereby understood and agreed that SELLER has the right to sell, assign, hypothecate this Agreement and the obligations of PURCHASER will inure to the benefit of any assignee or purchaser of SELLER's interest. If Seller fails to deliver title as required by this AGREEMENT, Buyer's remedies shall be limited to recovery of all monies paid to Seller.

It is hereby understood and agreed the property herein is being sold and purchased subject to restrictions, reservations and limitations affecting the use of the property common to the subdivision or shown on the plat or survey, if applicable, which are now of record, or were delivered or disclosed to Purchaser upon his execution of this AGREEMENT, and also subject to any existing easements for utilities, and to zoning requirements or easements of any governmental authority which may exist now or in the future, and to any governmental sovereignty claims regarding submerged land, if any, and the Purchasers agree to comply with the same.

The PURCHASERS agree that no labor will be performed or materials furnished to this property without such items being fully paid for at the time said work is done or materials furnished unless prior approved by Seller. PURCHASERS shall make no improvement to nor place any fixtures nor personal property on this property nor take possession of this property prior to the time this AGREEMENT is executed by the SELLER.

The Purchaser signify that they have personally inspected the property being purchased prior to entering into this agreement. Additionally, the Purchaser has been provided the opportunity to review the property survey and inspect all property corners. The Purchaser accepts the property "as is" without warranty, expressed or implied, except warranties of title as specifically set forth herein. Existing fences, if any, may not necessarily conform with legal description of Purchaser's property. Before clearing or placing improvements on the property, the Purchaser should survey the property to verify the location of the property boundaries. Location of physical characteristics on the survey, including the 100 year flood line, if any, are approximate only and are not warranted by Seller. Seller makes no express or implied warranties regarding Riparian rights or Littoral rights.

Purchaser acknowledges having made a personal inspection of the subject property prior to approving this AGREEMENT and found it to be as represented. Purchaser further agrees that the property is suitable for the purpose for which it is being purchased. Purchaser acknowledges that the purchase of real estate involves uncertainties and complexities which may affect the value of the property. The property, including improvements thereon if any, are being sold and purchased (as is) and Seller disclaiming any warranty, expressed or implied, except as specifically set forth herein.

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

All construction is complete. The initial survey of the property has been completed, and restaking or resurveying shall be the responsibility of the Purchaser. Private wells and private septic tanks shall be the responsibility of Purchaser. Obtaining any desired electric and telephone service through the appropriate utilities shall also be the responsibility of Purchaser, the cost of which and associated usage minimums depend upon the length of line extensions necessary to reach the desired service point. Any required driveways or culverts to provide access from ingress and egress roadways shall be provided and maintained by the Purchaser. No fill or obstruction of any nature shall be placed within any ditch, drainage system or roadway without appropriate prior approval. Contact the appropriate governmental agencies for the latest restrictions prior to any improvements, activities or alterations within, along or near any drainage ditches, streams, ponds, lakes, wetlands, flood prone areas, or other environmentally sensitive and/or regulated areas which may be located on and effect the use of the subject property.

The salesperson is by this document giving written notice to Purchaser that salesperson is the agent and representative of the Seller. Purchaser acknowledges receiving this notice prior to entering into this agreement.

The provisions of this Agreement shall survive any closing hereunder. This AGREEMENT constitutes the entire agreement between the parties hereto and shall inure to the benefit of, and be binding upon, their heirs, personal representatives, successors and assigns.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of each payment shall be an essential part of this AGREEMENT, and that all Covenants and Agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchaser acknowledges receipt of this AGREEMENT. This AGREEMENT shall not be binding until signed by the Seller or authorized agent of Seller, and shall be construed under the laws of the State of Florida.

In the event of termination of this AGREEMENT due to Purchaser's breach, the Purchaser shall be tenant at sufferance and shall not be entitled to any notice to vacate, and will vacate the premises immediately and will hold Seller harmless from any and all liabilities in the event it becomes necessary to enforce any of the covenants of this AGREEMENT, and the Purchaser agrees to pay any and all attorney fees and costs incurred in collection therewith. Seller may alternatively pursue any other remedy available at law or equity.

As long as there is a balance owed to seller on this contract the following mortgage restrictions will apply:

- No more than 1 shipping container may be placed on the property.
- No borrow pits may be dug on this parcel.
- The Owner shall keep their parcel clean and cleared of rubbish (trash, junk, garbage, abandoned automobiles, trees, etc.).

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

In the event Purchaser is served with process or otherwise notified of a condemnation action or any other action which involves a taking of the Property or any part thereof, Purchaser shall notify Seller in writing of such within five (5) days from the date of service of process or such other notification (so as to be received by Seller within said period). Purchaser hereby authorizes Seller as attorney-in-fact for Purchaser to, at Seller's option, commence, appear in and prosecute, in Seller's or Purchaser's name, any action or proceeding relating to such taking of the Property and to settle or compromise any claim in connection with such condemnation or taking. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Seller. Seller shall not be held responsible for any failure to collect any award or awards, regardless of cause of such failure. Any such award or awards received by Seller may, at its option, be used in restoring the Property on terms and conditions acceptable to and prescribed by Seller (and in which event the funds may be retained without interest), or be applied as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or subsequently to mature (provided that such does not exceed the amount necessary to pay in full all indebtedness secured by this Agreement and all other instruments securing this Agreement).

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written. Before I (we) signed this AGREEMENT, I (we) received a copy of the restrictions, the Schedule A, and I (we) personally inspected the above referenced property and have received a copy of the Boundary Survey showing dimensions and easements.

PURCHASER(S):

Douglas Griffin
Witness 1 Signature

Douglas Griffin
Witness 1 Printed Name

Inalvis Hernandez (I.S.)
Inalvis Hernandez

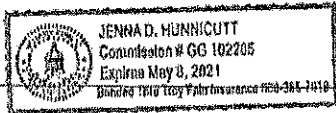
Jenna D. Hunnicutt
Witness 2 Signature

Jenna D. Hunnicutt
Witness 2 Printed Name

Purchaser Acknowledgment

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10th day of December, 2019, by Inalvis Hernandez who has produced Florida Driver's License as identification.



Jenna D. Hunnicutt
Notary Public

SELLER

Karen Bates
Witness 1 Signature

Karen Bates
Witness 1 Printed Name

By: Russell S DePratter (I.S.)
RUSSELL S. DEPRATTER

Claire M. Green
Witness 2 Signature

Claire M. Green
Witness 2 Printed Name

By: Vickie Music DePratter (I.S.)
VICKIE MUSIC DEPRATTER

Seller Acknowledgment

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 13th day of January, 2020, by Russell S. DePratter and Vickie Music DePratter who have produced _____ as identification or is personally known to me



Claire M. Green
Notary Public

Exhibit A
Legal Description

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, THENCE RUN SOUTH 00°34'49" EAST ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 672.41 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 88°48'52" EAST, A DISTANCE OF 1299.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF 167TH ROAD; THENCE RUN SOUTH 01°04'40" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 669.36 FEET; THENCE RUN SOUTH 88°48'52" WEST, A DISTANCE OF 1305.09 FEET TO THE WEST LINE OF SAID SECTION 26; THENCE RUN NORTH 00°34'49" WEST ALONG SAID WEST LINE, A DISTANCE OF 669.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.01 ACRES MORE OR LESS.

Suwannee County Property Appraiser

Ricky Gamble, CFA

2024 Working Values

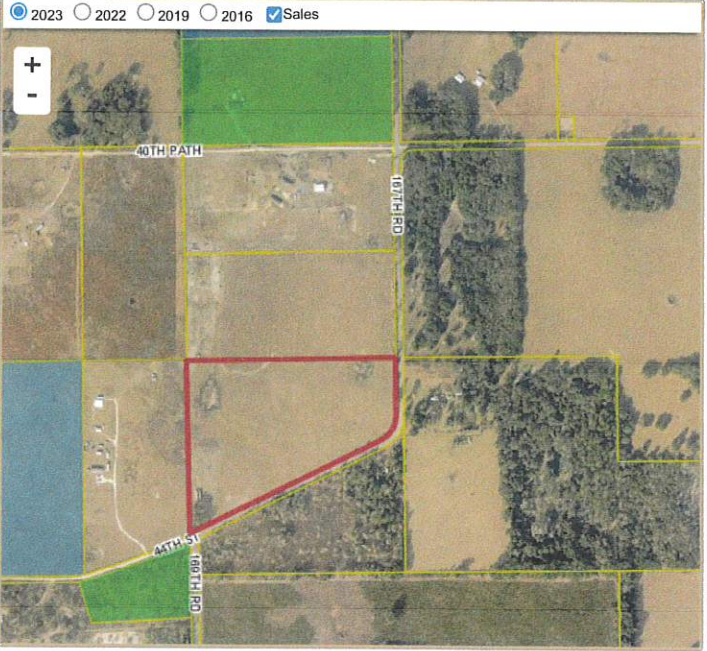
updated: 3/14/2024

Parcel: << **26-01S-12E-09699-000020 (38678)** >>

Owner & Property Info

| | | | |
|--|---|--------------|------------|
| Owner | HERNANDEZ INALVIS 20373 NW 47TH AVE MIAMI GARDENS, FL 33055 | | |
| Site | | | |
| Description* | LEG 22.86 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 1341.81 FT TO POB RUN N 88 DEG 48'52 E 1305.09 FT TO THE W R/W LINE OF 167TH RD RUN S 01 DEG 04'40 E ALONG SAID W R/W LI ...more>>> | | |
| Area | 22.86 AC | S/T/R | 26-01S-12E |
| Use Code** | NON-AG ACREAGE (9900) | Tax District | CO |
| *The Description above is not to be used as the Legal Description for this parcel in any legal transaction. **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information. | | | |

Aerial Viewer Google Maps



Property & Assessment Values

| 2023 Certified Values | | 2024 Working Values | |
|-----------------------|---------------------------------|---------------------|---------------------------------|
| Mkt Land | \$125,730 | Mkt Land | \$129,730 |
| Ag Land | \$0 | Ag Land | \$0 |
| Building | \$0 | Building | \$0 |
| XFOB | \$0 | XFOB | \$0 |
| Just | \$125,730 | Just | \$129,730 |
| Class | \$0 | Class | \$0 |
| Appraised | \$125,730 | Appraised | \$129,730 |
| Assessed | \$125,730 | Assessed | \$129,730 |
| Exempt | \$0 | Exempt | \$0 |
| Total | county:\$62,237 | Total | county:\$68,461 |
| Taxable | other:\$62,237 school:\$125,730 | Taxable | other:\$68,461 school:\$129,730 |

Sales History

| Sale Date | Sale Price | Book/Page | Deed | V/I | Qualification (Codes) | RCode |
|-----------|------------|-----------|------|-----|-----------------------|-------|
| 5/20/2020 | \$100 | 2218/0391 | AG | V | U | 11 |
| 5/20/2020 | \$150,000 | 2188/0004 | AG | V | U | 21 |

Building Characteristics

| Bldg Sketch | Description* | Year Blt | Htd Base SF | Actual SF | Bldg Value |
|-------------|--------------|----------|-------------|-----------|------------|
| NONE | | | | | |

Extra Features & Out Buildings

| Code | Desc | Year Blt | Value | Units | Dims |
|------|------|----------|-------|-------|------|
| NONE | | | | | |

Land Breakdown

| Code | Desc | Units | Adjustments | Eff Rate | Land Value |
|------|------------|-----------|------------------------|-------------|------------|
| 0000 | 0000 (MKT) | 22.860 AC | 1.0000/1.0000 1.0000/1 | \$5,675 /AC | \$129,730 |

© Suwannee County Property Appraiser | Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This website was last updated: 3/14/2024 and may not reflect the data currently on file at our office.

#03

Prepared By and Return To:
 RUSSELL S. DEPRATTER
 VICKIE MUSIC DEPRATTER
 11214 129TH Road
 Live Oak, FL 32060

AGREEMENT FOR DEED

This AGREEMENT FOR DEED, made this 20th day of May, A.D. 2020 between RUSSELL S. DEPRATTER AND VICKIE MUSIC DEPRATTER, whose mailing address is 11214 129TH Road, Live Oak, FL 32060, hereinafter referred to as "Seller", and INALVIS HERNANDEZ, whose mailing address is 20373 NW 47th Avenue, Miami Gardens, FL 33055-1237, hereinafter referred to as "Purchaser".

References herein to the Purchaser and any pronouns relative thereto shall include the masculine, feminine, and neuter gender and the singular and plural number, wherever the context requires.

WITNESSETH, that if the Purchaser, (who hereby agrees to Purchase from the Seller) shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby agrees to sell to the purchaser, covenants and agrees to convey and assure to said Purchaser, their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the following described property, situated in the County of Suwannee, State of Florida, known and described as follows, to wit:

Parcel is more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to as "property").

The agreed upon price and terms are as follows:

| | |
|--|----------------------|
| 1. Purchase Price | |
| 2. Cash Down Payment (The annual percentage rate does not take into account your cash down payment) | \$ <u>150,000.00</u> |
| 3. Amount Financed (The amount of credit provided to you on your behalf) | \$ <u>10,000.00</u> |
| 4. FINANCE CHARGE (The dollar amount the credit will cost you if only stated monthly payments are made) | \$ <u>140,000.00</u> |
| 5. Total of Payments (The amount you will have paid when you have made all scheduled stated monthly payments) | \$ <u>143,342.12</u> |
| 6. Total Sales Price (The total price of your purchase on credit, including your cash down payment of \$ <u>10,000.00</u> , your finance charge of \$ <u>143,342.12</u> and other amounts financed \$ <u>0</u>) | \$ <u>283,342.12</u> |
| 7. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate.) | <u>7.9 %</u> |

Purchaser expects to pay the Seller the Total of Payments (Line 5 above) in 246 equal monthly payments of \$ 1,150.00 with interest, commencing on July 1, 2020, and continuing on the same day of each successive month thereafter until all principal and accrued interest has been paid in full, with a final payment of \$ 442.12. The Finance Charge begins to accrue from June 1, 2020. Purchaser shall have the right to prepay all or any part of the balance remaining due at any time without penalty.

Amount Received on May 20, 2020:
 \$ _____ Cash
 \$ 10,000.00 Check # 35106
 \$ _____ Money Order/Cashier's Check

Additional information about nonpayment, default, the right to accelerate the maturity of the obligation, is contained elsewhere in this agreement.

Purchaser is required to make monthly payments for prorated property taxes along with the monthly principal and interest payments. The beginning monthly prorated property tax payment is \$ 110.00. Purchaser understands this amount may not cover his entire share of the yearly tax bill and any shortfall will be due by the typical March 31 deadline. Monthly payments for prorated property taxes will be adjusted annually. Purchaser understands and agrees that monthly payments for prorated property taxes are mandatory. In the event the payment for monthly prorated property taxes becomes 30 days late, this entire Agreement for Deed shall be considered in default. Payments for monthly prorated property taxes are nonrefundable in the event this Agreement is terminated for any reason.

Purchaser may not cut or remove any merchantable timber from the property without written consent of the Seller during the term of this AGREEMENT or during the term of any mortgage given to Seller as provided herein. In the event Seller grants permission to cut or remove timber, all money derived from the sale thereof shall be applied against the remaining balance in inverse order. The Purchaser covenants and agrees not to permit, commit, or suffer any waste, impairment or deterioration of the property or any part thereof, and will keep any improvements and the premises in good repair and condition through the life of this AGREEMENT, and will keep all improvements fully insured with the Seller named as joint loss payee. Purchaser agrees to comply with all applicable restrictions and laws concerning the use of the property.

#03

**PILGRIM'S
BROILER HOUSE SPECIFICATIONS
LIVE OAK, FLORIDA
1-1-22**

43' x 510' BROILER HOUSE SPECIFICATIONS

**PILGRIM'S
LIVE OAK, POULTRY DIVISION**

43' x 510' BROILER HOUSE SPECIFICATIONS

I. Grading

- ❖ Roads must be well maintained and accessible in all weather conditions
- ❖ Houses to be no less than 300 feet from any property line or roadway and 60 feet from any adjacent broiler house.
- ❖ Grassed area around poultry houses must not be used for pasture or other farming purposes. Fencing must be provided to keep all other farm livestock away from houses. No exceptions

A. Driveways

1. Minimum width upon entering state/county road must be 60 feet. Must allow entry or exit from either direction. The 40 foot entrance must be tapered to a length no less than 50 feet down drive.
2. Remaining distance or driveway must be at least 20 feet in width.
3. Driveways between houses should be at least 14' wide, rocked, and raised so water will drain.
4. Entire length of drive, including drive between houses, must be packed and graveled with lime rock.
5. Entire length of drive must be drained adequately to avoid any standing water.
6. Road must meet live haul managers approval.

B. Loading Area

1. Must be a minimum of 100 feet wide beginning at the end of and of measuring in a line parallel to each broiler house, extending to 150 feet.
2. Must expand the area at the end of and between all houses on the farm. Adequate room should be left at back of house for removing litter.
3. The loading area must be "level" but with proper drainage so there will be no standing water, which would effect the safe operation of people and equipment. A ¾% to 1% slope is recommended for proper drainage. Water should drain to the right, left, or back of loading area.
4. The entire loading area must be packed and graveled as to provide normal safe operating conditions for people and equipment. Graveled 6 inches with lime rock.
5. Must be kept free of any permanent items or structures (well houses, out buildings, disposal pits, ditches, power lines, fences, etc.).
6. During production, the area must be kept free of any temporary items or structures (farm equipment, vehicles, piles of dirt, chicken litter, etc.).

C. House Pads:

1. Each pad should be at least 56 feet wide.
2. The height of each pad must be 12"-18".
3. The grade should be within 2" of perfect level.
4. The distance between houses should be 60 feet.
5. Grade between houses should allow water to drain from front to back.
6. House pads all on same grade (No step downs).

D. Feed Bin and Workroom Pad:

1. Feed Bins and workroom should be located near middle of house. 2 bins per house.
2. Feed bin pad needs to be no higher than 2' above driveway for unloading purposes.
3. Keep required (manufacturer specified dimensions) feed bin pad at least 8' away from workroom and slope pad away from chicken house. Feed fill system line should be able to run from the bin, into the house at 250 feet.

II. Water Supply:

- A. Water source must provide 15 gallons of water per minute per house.
- B. **Backup water system in case of pump failure.** Systems need to be plumbed together and able to supply 25% of required water.
- C. A 2" minimum supply line from well to houses. Sizes may vary due to distance from well.
- D. Depth of well and distance of wells from chicken houses will dictate pump size and supply line dimensions.
- E. Water pressure needs to run between 30-60lbs.

III. Gas Tanks and Plumbing:

1. Gas lines need to be plumbed according to heater manufacturer and gas company specs.
2. 1000 gallon tanks per house

IV. Buildings:

1. Basic Dimensions 43' x 510'
2. 10' shelter on the front of house (Load out end)

A. Foundation (Poured concrete flooring and Post):

1. Foundation walls (post, curb, form, and chain)
 - a) Sidewall height minimum of 8'6".
 - b) Must maintain a minimum of 84" under equipment.
 - c) Post minimum 36" in ground.
 - d) Cement height n curb, form, and chain wall must be 18"-24".
 - e) Footing must be at least 6" deep and 16" wide.
 - f) Chain Wall: Minimal size hole through center of post for rebar. Rebar must be wrapped in felt paper through post.
 - g) When using chain wall forms concrete must cover 3 of 4 sides of the post (The only side of post exposed should be on the outside wall).
2. Framed walls, sidewalls, and end walls
 - a) Post should be 4" x 6"
 - b) Sidewall height
 1. 8' 6" required
 - c) All lumber shall be a nominal 2 inches.
 - d) All nails, screws, etc. used in treated lumber must be coated appropriately (i.e. AQC) leakage. The gaskets should also turn up between the plate and board where the curtain bottom is attached to prevent air leaks. (Sill Seal gaskets)
 - e) Mending plates are requires to connect bottom plate and stud if not using post walls.
3. **Curb –Wall construction: No Curb Wall Construction Permitted**
 - a) Curb is to be 32" minimum height(12" above, 20" below ground) with minimum 14" width at base, 6" at top, with 3 runs of #3 rebar in curb.
 - b) Plate on curb to be 2"x6" p.t. with 8" anchor bolt at every post.
 - c) A minimum 1"x1" bead of construction sealant caulk or tar should be applied under the sill plate. No foam strip.
 - d) Side wall studs to be 4"x4" posts, 5' o.c. 2"x6" studs – 16"o.c. attached with mending plates to the sill plate, hurricane straps to the truss.
 - e) Knee braces to be installed as trusses are hung

A. Insulation:

1. Ceilings to be **White** and insulated with 6" batting or blown insulation (R-30) supported by tri-ply vapor barrier with bands on 6" spacing.
2. Bands need to be stapled with a 1" wide by 1 ½" long galvanized staple.
3. Builder must present grower with information on the desired thickness of insulation and total amount of bags required to meet the (R-19) value.
4. Builder must make sure insulation is applied properly.

5. Tri-ply must be woven (5.5 mil thick)
6. Tri-ply on sidewalls must be secured with bands on 4" spacing unless overlaid with OSB with (R-19) insulation in all walls.
7. The ceiling shall have framing for (4) 24" access openings equally spaced near the center line of the house.
8. (15 pound) felt under metal siding.
9. Moisture barrier.

B. Roof System:

1. Wood Trusses

- a) Truss to be engineered by manufacturer to meet the following specifications:
 - 1) Top chord, 5/12
 - 2) Bottom chord, 1.8/12 minimum
 - 3) Span: 43'
 - 4) 20lbs per square foot live bearing cap
 - 5) 3lbs per square foot dead load top chord
 - 6) 2lbs per square foot dead load bottom chord
 - 7) Trusses to be spaced on 5' centers and laterally braced to meet all local building codes.
 - 8) Contractor will furnish a copy of truss specification sheet to the grower.
 - 9) Bottom cord lathing needs to be metal hat channel for use on outside perimeter of roof.
 - 10) Post should be notched allowing truss to sit on top of post and be fastened to the side of the post.
 - 11) Every other post has to have a metal knee brace on both sides of the house.
- b) Hurricane clips are required and must extend from truss all the way to the stud.

2. Metal Roofing

- a) Metal roofing to be 29 gauge (G-90), 1 piece galvanized metal roofing.
- b) Metal roofing to be fastened with galvanized screws or roofing nails with neoprene washers.
- c) 3" gap for ridge cap
- d) Overhang: 24" minimum
- e) Tunnel inlet overhang needs to be 36"
- f) (5) 48" ridge ventilators equally spaced.

C. Vent (Baffles): Side wall vents or ceiling vents

1. Mounted on side walls as close to ceiling as possible: 60-7" x 46" vents per 510 foot house spaced 15' apart.
 - a) (1) Vents must have 15 year exterior baffle to minimize outside light from entering house.
 - (2) Air pathway must be size of vent (from outside of house to inside of house) so that air flow is not constricted.
2. Shut offs on each vent required.

Attic Vents to be installed: consult equipment supplier for dimensions.

D. Placement Doors:

1. Roll seal or Bi-Fold doors at each end. Doors must be at least 12' wide by ceiling height.
2. (5) personnel doors (3' wide max)
 - a) One at each end of house and 1 middle of brood area on road side.
 - b) Two in middle of houses (one on each side)
 - c) Concrete slab for personnel doors should be 3 feet by 4 feet by 4 inches, 3,000 psi.
3. Any other doors need to be approved
(No garage doors)

E. Ramp:

1. Concrete ramp to be provided at end doors.
2. Ramp should be a minimum thickness of 6".
3. 10 feet by 12 feet by 6 inches. 8 feet on outside of door 4 foot on inside of house.
4. Concrete should be at ground level on outside of house for loading purposes.
5. Concrete should be sloped 2" below ground level inside house for loading purposes.
6. Concrete slab at back door should be 6" thick and 12' wide x 4' long and flush with ground 2' on inside and 2' on outside.

F. Equipment Room:

1. 10' X 10' recommended
2. Begin workroom (5) feet from center and build towards inlet end.
3. All electrical equipment and plumbing needs must be inside mid-room.

4. Floor must be concrete at least 4" thick.
5. Walls must be R-11 and ceiling must be R-19 insulation.

G. Equipment:

A. Fan Requirements:

1. 510 foot house needs to have 11 – 52" slant wall cone fans with self sealing shutters. Each fan must be sized to have 1½ hp energy efficient motor. Minimum requirement of 350,000 CFM's
2. House must pull a min. static of .20 with one fan and have a wind speed of 650' per min. or better upon house completion.

B. Whole House Controller: Rotem Platinum Plus(If other must be approved by Pilgrim's)

1. We require Rotem Platinum Plus 32 stage controller.
2. All controllers must be wired exactly the same
3. (6) Sensors per house.

C. Lightning Surge Protection:

1. Pilgrim's Pride recommends lightning and surge protection
 - a) (1) on the 200 amp main panel box
 - b) (1) on the Controller itself
 - c) (1) on the phone alarm lines

D. Back-up System for Controller:

1. 510 ft. house (fan backups)
 - a) (5) thermostat backups
2. Fan thermostats must be on board in center house.
 - a) Located in brood section at 240' center house, hinged from ceiling 10' from center curtain.
3. Zoned heating needs (1) thermostat to be used as back up for front and back zones located with fan thermostats.

E. Feeders:

1. We require 2 lines of Roxell Mini Max or equivalent.
2. 4 pans on 9' section.
3. End lines will start 5' from end wall.
4. Whole House must have flood windows.
5. 1 Plastic Feeder Tray Per 100 Chicks (255/ House)

F. Water

1. Water meter and pressure gauges for each line; one pressure gauge in front of filter and behind filter, the other placed after the medicator.
2. Two water meters: one on brood end and one on grow- out end. Water meters must be compatible with and wired through the computer.
3. An outside spigot needs to be provided at equipment room and load area.
4. Water pressure needs to run between 30-60lbs. Must have an adequate supply for foggers & drinkers. Set Low pressure switches accordingly.

G. Drinkers:

1. We require the Plasson Grey with Tray drinker. Nipples should be on 12" spacing.
2. (4) Lines (ball valve shut offs on each line).
3. We require 24 Bell Waters to be used for mini drinkers.
4. Flush system on each line.

H. Radiant Heat:

Center house Brooding 1-36" fan in brood area 1-24" fan in each off end

Pilgrim's Pride recommends Tube Heat but leaves the option to grower for Shenglow electronic spark heating systems.

1. Tube Heat System
 - a) 600,000 BTU's in brood-end.
 - b) 250,000 BTU's in non brood- end.
2. We require Shenglow (42,000 BTU's) or equivalent (14) on brood-end.

3. Non brood-end (6) (42,000Btu's) Shenglow or equivalent.
 4. Brooders must be zoned controlled through controller
- I. **Curtains:** No curtain sided houses, solid side wall only
- J. **Feed Bins:**
1. (2) 18 ton 9' feed bins per house
 2. Bins spaced 3' apart from each other between two houses.
 3. Feed bins will be common bins for two houses.
 4. Feed bin slab must be level to 2" higher than road.
 5. Feed bin flex auger needs to be 12" minimum off pad for feed retrieval.
- K. **Tunnel Inlet Door Machine:**
1. We require (1) heavy duty machine per tunnel door with minimum of 66" movement.
 2. Hand Winches for each side.
 3. Tunnel inlet machine and vent machine must be on different breakers.
- L. **Vent/ Baffle Machines:**
1. (2) Vent machines; located at middle of house.
 2. Controlled by one photohelic and winched on high tensile wire
 3. 60 RPM's minimum (vent should be able to open 10"-16" per minute).
 4. Heavy duty spring (150lbs. Garage spring).
 5. Backed up winches on each side.
- M. **Pad System:**
1. Recirculation System
 - a) 70% or greater cooling efficiency.
 - b) 510' house requires 90 of 5' tall, 45 x 15 angle flutes, 6" thick pad per side.
 - c) 1/2 hp pump per side
 2. **Dog houses are required and must be air tight.**
 3. **Fogger lines in house for 6" pad systems**
 - a) Start 20' from pads in house on the ceiling with fogger lines 20' apart.
 - b) Use 5 – 1 gph nozzles per line on first line and 4 – 1 gph on the second line and alternate.
 - c) Stop 50' from end wall.
 - d) 1 hp teel, booster pump to maintain 200# pressure.
 - e) Cut off on each line.

N. Partitions:

1. 3-partitions or migrating fences per house.
2. 8" drain tile or 12" shelving for migration fences (grower's choice).
3. ***Winter: Need solid migration fence at center curtain 16" high for brooding.***
4. We need screw hooks every 4th post on both sides 36" from the ground for securing catching blues.

O. Mediator:

1. We require (1) DM11F Dosatron mediator per house or equivalent.

P. Waste Management :

A. Dead Bird Disposal:

1. As dictated by DHEC and NRCS waste management plan.
2. Composting only

B. Litter Removal and Disposal:

1. As dictated by NRCS waste management plan.
2. **Compost shed approved by Pilgrim's and Florida Dept. Of Agriculture.**
3. Litter that is being held temporarily outside must be covered and sealed.

Q. ELECTRICITY:

- Power should be underground so as not to interfere with feed delivery or live haul. No overhead power lines down center of house.

R. Generator:

1. An approved stand- by generator is required in case of power failure.
Generator must be capable of handling all equipment and water supply at once.
 - a) 30 KW capacities per 510' house. (must be able to run all equipment and water at one time)
 - b) Generator shed must not interfere with feed delivery.
 - c) Generator must have a suitable automatic transfer switch.

d) Wire from generator to house must be able to maintain a 200 amp service.

S. Electrical System:

1. Commercial grade main panel with copper bus: 200 amp
(No main breakers)
2. All houses are to be supplied with electricity from a central panel with disconnect switch and equipped for stand-by generator hook up.
3. No overhead wiring within 30 feet of bulk bin or loading area.
4. All wiring must be run in conduit.
5. Must be a courtesy plug hung at each set of winches in house for drill operation.
6. Switches have got to match voltage they operate. (Example: 110 or 220)
7. Need a 110 plug on each end wall of each house.
8. Need a twin duplex receptacle for the control room.
9. Grounding system per house 25 ohms or less to be checked by electrical company.

T. Lights :

1. Two rows of dimmable 60 watt LED lights spaced every 20' over feed and water lines throughout whole house.
2. Two rows of 150 watt fluorescent lights spaced every 10' over feed and water lines in brood end only.
3. Light switches to turn off brood end or non brood end.
4. Must have (1) switch to cut off power to brood lights.

U. Alarm System:

1. Must be phone monitored alarm with dialer alarm for each house.
2. Must monitor power, temperature, water, and fill system run time in each house.

V. Each house must be furnished with a ½ hp drill and drill crank and (1) 5' hand cranks.

At completion all houses will be tested for tightness one fan must pull a 0.20 negative static pressure or higher in the whole house.

Design and material changes can be made through Pilgrim's Pride Inc. if equal or greater structural values are obtained.

Contractors must provide proof of Workers Compensation Insurance to lending institute, grower, and integrator.

Feeders and waters must be consistent.

(For example: Choretime pans must be on Choretime tubes with Choretime augers with a Choretime hopper and boot and Choretime drive unit)

LAND USE HEARING

APRIL 16 5:35 PM

218 PARSHLEY

JUDICIAL ANNEX



| | | | |
|----------|-----------------|----------|--------|
| Designed | David Rodriguez | Date | 3/2024 |
| Drawn | David Rodriguez | Checked | |
| | | Approved | |

INALVIS HERNANDEZ
Proposed Plan View

Suwannee County, Florida

| | |
|--|---|
| <p>United States Department of Agriculture</p> | <p>Natural Resources Conservation Service</p> |
| | |
| Drawing No. | |
| Sheet 1 of 1 | |

SUWANNEE COUNTY
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT AS AUTHORIZED UNDER SECTION 14.6.1.1 OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT TO ALLOW POULTRY HOUSES, AS INTENSIVE AGRICULTURE ON PROPERTY ZONED AGRICULTURE-1 ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, entitled Suwannee County Land Development Regulations and hereinafter referred to as County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida hereinafter referred to as the Board of County Commissioners, to approve, approve with conditions or deny special permits, as authorized under Section 14.6.1.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit Request No. SP-24-04-02, for a special permit to construct Eight poultry houses has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.6.1.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition on property zoned A-1; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district
- c) The petitioner has proposed refuse and service areas, with particular reference to the items
- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility.
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district
- g) The petitioner has proposed yards and other open space which meet s the minimum requirements for yards and other open space

WHEREAS, the Board of County Commissioners has determined and found that the special permit is generally compatible with adjacent properties, other property in the district, and natural resources, and

WHEREAS, the Board of County Commissioners has determined and found that

- a) The proposed use would be in conformance with the County's Comprehensive Plan;
- b) The proposed use is compatible with the established land use pattern;
- c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets
- d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood
- e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
- f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety
- g) The proposed use will not create a drainage problem
- h) The proposed use will not seriously reduce light and air to adjacent areas
- i) The proposed use will not affect property values in the area
- j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations
- k) The proposed use is not out of scale with the needs of the neighborhood or the community

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by Inalvis Hernandez to build Eight poultry houses on property zoned A-1 on certain lands within the County as described as follows:

LEG 20.01 ACRES FOR POB COM AT THE NW COR OF SAID SECTION RUN N 88 DEG 48'52 E ALONG THE N LINE OF SAID SECTION A DISTANCE OF 1293.45 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE OF 672.37 FT THENCE RUN S 88 DEG 48'52 W A DISTANCE OF 1299.28 FT TO THE W LINE OF SAID SECTION RUN N 00 DEG 34'49 E ALONG SAID W LINE A DISTANCE OF 672.41 FT TO POB & TOGETHER WITH & SUBJECT TO AN EASEMENT

LEG 20.01 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION THENCE RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 672.41 FT TO POB THENCE RUN N 88 DEG 48'52 E A DISTANCE OF 1299.28 FT TO THE W R/W LINE OF 167TH RD THENCE RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE OF 669.36 FT THENCE RUN S 88 DEG 48'52 W A DISTANCE OF 1305.09 FT TO THE W LINE OF SAID SECTION THENCE RUN N 00 DEG 34'49 W ALONG SAID W LINE A DISTANCE OF 669.40 FT TO POB

LEG 22.86 ACRES FOR PT OF REF COM AT THE NW COR OF SAID SECTION RUN S 00 DEG 34'49 E ALONG THE W LINE OF SAID SECTION A DISTANCE OF 1341.81 FT TO POB RUN N 88 DEG 48'52 E 1305.09 FT TO THE W R/W LINE OF 167TH RD RUN S 01 DEG 04'40 E ALONG SAID W R/W LINE A DISTANCE 343.69 FT TO THE PT OF CURVE OF A CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 170.00 FT RUN ALONG & AROUND SAID CURVE & SAID W R/W LINE A CHORD BEARING &

DISTANCE OF S 31 DEG 10'33 W 181.56 FT TO THE PT OF TANGENCY OF SAID CURVE SAID PT BEING ON THE N R/W LINE OF 44TH ST RUN S 63 DEG 27'05 W ALONG SAID N R/W LINE A DISTANCE OF 1348.61 FT TO SAID W LINE OF SECTION RUN N 00 DEG 34'49 W ALONG SAID W LINE A DISTANCE OF 1074.78 FT TO POB

ALL LYING IN SECTION 26 TOWNSHIP 1 SOUTH RANGE 12 EAST SUWANNEE COUNTY, FLORIDA.

The Board of County Commissioners approves a special permit for four additional poultry houses for said property, subject to the conditions if any listed on Attachment 1.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the board of County Commissioners.

DULY ADOPTED in session this 16th day of April 2024

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Travis Land, Chairman

ATTEST:

Barry Baker, Clerk

DENIAL OF DEVELOPMENT PERMIT

Application Number: _____

Name of Applicant: _____

Date of Hearing: _____

The Board of County Commissioners of Suwannee County, Florida (the "Board") sat as a quasi-judicial board to consider the above referenced development permit. The Board notes that the hearing was properly noticed and open to the public.

During the hearing, the Board received evidence in support and in opposition of the permit. After thorough consideration of the evidence presented, the decision of the Board was to DENY the permit. As grounds for denial, the Board finds:

1) As its legal basis for denying the application, the Board cites

2) The competent and substantial evidence which supports the Board's denial was

Based upon the foregoing, the application was DENIED in open session.

Dated this ____ day of _____, 20____.

Hon. Barry Baker
Clerk of Court

Chairman
Suwannee County
Board of County Commissioners

Confirmation of Receipt of Denial of
Development Permit on date indicated

A copy of this Denial of Development Permit was sent to the Applicant this _____ day of _____, 20____.

Clerk of Court

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Discuss, with possible Board action, litter pick-up.

Considerations:

Bids were opened on April 16, 2024.

Fuller's Lawn Care is the lowest bidder.

The county makes approximately 3.5 mowing cycles each year.

Pricing submitted was based on either per acreage or per mile basis.

The table below shows the amounts submitted by the lowest bidder:

| Per Acre | 3,333 Acres Per Cycle | Per Year by Acres | Per Mile | 550 Miles Per Cycle | Per Year by Mile |
|-----------------|--------------------------------------|------------------------------|-----------------|--------------------------------|-----------------------------|
| \$8.25 | \$27,497.25 | \$96,240.38 | \$50.00 | \$27,500.00 | \$96,250.00 |

These costs do not include prices for an "as-needed" basis.

Recommendation:

Discuss, with possible Board action.

Respectfully submitted,

Dated: May 7, 2024

Greg Scott,
County Administrator



Administration Services

13150 80th Terrace Live Oak, FL 32060
Greg Scott, County Administrator

**Tabulation Bid No. 2024-10
Roadside Litter Pickup
Suwannee County, FL**

| Respondent Name | Location | Per Acre | Per Mile |
|---------------------|-----------------|----------|----------|
| Fuller's Lawn Care | Deltona, FL | \$8.25 | \$50.00 |
| JT Ruby Contracting | Lake Butler, FL | \$14.74 | N/A |
| Marine Plus LLC | Flora, MS | \$53.57 | \$324.67 |

BID SUMMARY
(MUST PRECEDE ALL BID DOCUMENTS)

Fuller's Lawn Care

RESPONDER NAME

P.O. Box 6317 Dalton, AL 32728

ADDRESS

fullerslawn care 2 @ gmail.com

EMAIL ADDRESS AND PHONE NUMBER

BID NUMBER: 2024-10
DESCRIPTION OF PROJECT: Roadside Litter Pickup
DATE & TIME OF BID OPENING: April 16, 2024 at 10:00 a.m. or soon thereafter
LOCATION FOR BID OPENING: Suwannee County Airport
Conference Room
13302 80th Ter
Live Oak, FL 32060

TOTAL BID AMOUNT PER ACRE:

IN FIGURES: \$ 8.25 **IN WORDS:** eight dollars & 25 cents

TOTAL BID AMOUNT PER MILE:

IN FIGURES: \$ 50.00 **IN WORDS:** fifty dollars & 00/100

Fuller's Lawn Care

RESPONDER COMPANY NAME (PRINT OR TYPE)

P.A.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Deane Fuller

AUTHORIZED COMPANY REPRESENTATIVE (PRINT OR TYPE)

4/16/2024

DATE

IMPORTANT:
THIS BID SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL
RESPONDER DOCUMENTS

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Fuller's Lawn Care and Pressure Washing
[print name of public entity]

by Duane Fuller, owner
[print individual's name and title]

for Fuller's Lawn Care and Pressure Washing
[print name of entity submitting sworn statement]

whose business address is 1038 Shadick Dr. Orange City, FL 32763

and (if applicable) its Federal Employer Identification Number (FEIN) is 200428604 (if the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

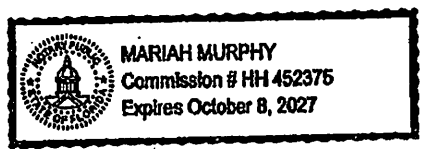
Sworn to and subscribed before me this 11th day of April, 2021.

Personally known _____

OR Produced identification Notary Public - State of Florida

FLDLS My commission expires 10/08/2027
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)



REFERENCES

Company Name: Miami Corp

Address: 400 Drake St Jacksonville

Contact Name: Scott Roderick

Contact Phone or email: 386-804-1194

Company Name: Crystal Tractor

Address: 1500 S Woodland Blvd Deland

Contact Name: Jason Pantin

Contact Phone or email: 386-747-3326

Company Name: BH Management

Address: _____

Contact Name: Jenny Boynton

Contact Phone or email: 407-754-5444




Board of County Commissioners

13150 80th Terrace Live Oak, FL 32060
Travis Land, Chairman

**E-Verify for
Bid No. 2024-10
ROADSIDE LITTER PICKUP
Suwannee County, Florida**

Company/Entity: Fullers lawn care and pressure

Authorized Signature: 

The Company acknowledges and agrees to utilize the U. S. Department of Homeland Security's E-verify system in accordance with the terms governing use of the system, for the purpose of confirming the employment eligibility of all employees, subcontractors or persons utilized by the Company while undertaking work within Suwannee County.

**BID NO. 2024-10
ROADSIDE LITTER PICKUP
SUWANNEE COUNTY, FL**

Failure to Perform Questionnaire

Name of Company: Fullers Lawn Care and Pressure Washing

1. Has the company been involved in any litigation within the last (5) five years for failure to perform?

Yes _____ No ✓

If yes, explain:

2. Has a bond company or other insurance been utilized to complete a contract for the company within the last (5) five years?

Yes _____ No ✓

If yes, explain:



Administration Services

13150 80th Terrace Live Oak, FL 32060

Greg Scott, County Administrator

Suwannee County Nondiscrimination Policy

I. Policy Statement


Suwannee County Board of County Commissioners (hereinafter the Agency) does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Agency will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

II. Complaint Procedures

The Agency has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status in any Agency program, service or activity may file a complaint with the Agency Title VI/Nondiscrimination Coordinator:

Name: Paula Pennington
Address: 13150 80th Ter
Live Oak, FL 32060
Email: paulap@suwcountyfl.gov
Phone: (386) 364-3400

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance. The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter.


Greg Scott, County Administrator
Policy approval/revision date: 3/1/2022



Board of County Commissioners

13150 80th Terrace Live Oak, FL 32060
Travis Land, Chairman

Bid No. 2024-10
ROADSIDE LITTER PICKUP
SUWANNEE COUNTY, FL

NONDISCRIMINATION POLICY ACKNOWLEDGEMENT

Fullers lawn care and pressure wash (Company Name) is familiar with the Suwannee County Board of County Commissioners Nondiscrimination Policy and is hereby committed to complying with same.

Accepted By/Authorized Representative:

Duane Fuller
(Print Name)

Duane Fuller
(Signature)

3/27/24
(Date)

Please complete and submit this form with all of you BID documents

**Checklist for
Bid No. 2024-10
ROADSIDE LITTER PICKUP
Suwannee County, Florida**

- Bid Summary Page
- Sworn Entity Statement
- References
- Proof of Insurance
- E-Verify Form
- Failure to Perform Questionnaire
- Nondiscrimination Policy Acknowledgement
- Any other documents in accordance with specifications
- Submission of one (1) original and three (3) copies of Bid package



Board of County Commissioners

13150 80th Terrace Live Oak, FL 32060

8 April 2024

RE: Addendum #1 to Bid NO. 2024-10 Roadside Litter Pickup

To whom it may concern,

Please note the following questions that have been submitted and the corresponding answers regarding Bid 2024-10 Roadside Litter Pickup, Suwannee County, FL.

1. Please provide the current contract amount
ANSWER: There is not a current contract amount. Work is done in-house.
2. How many crews/tractors do you usually run?
ANSWER: This is dependent on the week and the number of call-ins the Road Department receives regarding litter and waste on right-of-ways.
3. How many days does it take you to do a complete cycle?
ANSWER: The County does not have a set cycle for litter pickup.
4. Is there a predetermined schedule for [mowing] operations, and will this information be made available to contractors in advance?
ANSWER: A typical cycle of mowing the 550 miles of paved roads takes approximately two months. This time can vary depending on rain and breakdowns of equipment.
5. Do we pay a dump fee? Could you please clarify if there are any costs associated with the disposal of collected litter at county-designated locations?
ANSWER: Contracted company will dump at the Suwannee County Landfill. There will not be a charge for dumping waste collected under contract.
6. Can I see bid tabs from last time this contract was bid out?
ANSWER: Please see the attached tabulations.
7. In the event that additional litter pickup dates are requested, what is the expected lead time from the issuance of the request to the required completion of the pickup?
ANSWER: We would like to stay within a five- to seven-day range for completion. However, as this is something that is heavily based on the length of road and the size of crew, this is something we would work on with the contracted individual or company.

Sincerely,

Holland Freeman
Suwannee County Administrative Associate



Administrative Services

13150 80th Terrace Live Oak, FL 32060

Randy Harris, County Administrator

Tabulation Bid No. 2022-16

Roadside Litter Pickup

Suwannee County, FL

| Respondent Name | Location | Per Acre | 3,333 Acres | Per Mile | 550 Miles Paved Rd |
|------------------|-----------|----------|-------------|----------|--------------------|
| | | | Per Cycle | | Per Cycle |
| Kelly Klean, LLC | Macclenny | N/A | N/A | \$57.00 | \$31,350.00 |
| La Roka Company | Live Oak | \$11.38 | \$37,929.54 | \$69.00 | \$37,950.00 |



Board of County Commissioners

13150 80th Terrace Live Oak, FL 32060

ADDENDUM ACKNOWLEDGEMENT

This is to certify that I have received a copy of Addendum #1 for Bid 2024-10 Roadside Litter Pickup, Suwannee County, FL.

Drane Filly
Print Name

D.F.
Signature

4/16/2024
Date

(THIS DOCUMENT IS TO BE INCLUDED IN BID PACKAGE)

**FULLER'S LAWN CARE &
PRESSURE WASHING, INC.**
PO BOX 6317 DELTONA FL 32728
407-712-5674



CONFIRMATION OF RESOURCES AND EXPERIENCE

Fuller's Lawn Care & Pressure Washing, Inc has been performing commercial landscape services throughout Florida for over twenty-five years. In this time we have performed a wide variety of services related landscaping and lawn care and beyond-- from simple weekly maintenance of commercial properties to large-scale projects such as installing landscaping for new construction, highway mowing contracts for municipalities, tree trimming and removal, retaining wall construction, irrigation, etc...

We are centrally located in Volusia County where we have a shop and full time mechanics maintaining and repairing our equipment, as well as a stock room full of parts for maintaining our fleet and repairing common issues.

We have fifteen landscaping trailers, each equipped with mowers, string trimmers, blowers, edgers, pole saw, etc...

We have thirty-eight zero-turn and stand-up mowers for standard lawn jobs and eight tractors with bat-wings for larger areas. We have two semi trucks with trailers, two large wheel loaders, a stand-alone bucket lift, and various other equipment to tackle just about any issue that comes our way.

We run fifteen lawn care crews daily, three men on each truck, servicing properties from south Georgia to Fort Lauderdale and all points in between. We also run two irrigation crews and two tree crews daily. And we have the ability to put together other crews as needed on a short term or long term basis for tasks such as sod or mulch installation or larger construction projects.

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Thank You!



DUANE FULLER/ owner
Fuller's Lawn Care & Pressure Washing, Inc.

FULLER'S
LAWN CARE
and
PRESSURE WASHING

INTRODUCTION:

Fuller's Lawn Care & Pressure Washing is a corporation based out of Orange City, Florida. We serve all of Central Florida and beyond. Duane Fuller, the company's founder, has over twenty-five years in the landscaping industry servicing commercial properties. Fuller's Lawn Care & Pressure Washing has a simple philosophy: to provide exceptional lawn care service, communicate effectively and follow through with commitments.

"We shall have no better conditions in the future, if we are satisfied with all those we have today."

~Thomas Edison



FULLER'S LAWN CARE &
PRESSURE WASHING, INC.
PO BOX 6317 DELTONA FL 32728
407-712-5674

CONFIRMATION OF RESOURCES AND EXPERIENCE

Fuller's Lawn Care & Pressure Washing, Inc. has been mowing and maintaining the following Hwy's in the perimeter of Lake County including Hwy 17, Hwy 314 A, Hwy 19. Fuller's was responsible and held accountable for maintaining the mowing with Tractor / batwings, picking up trash and debris and maintaining all flowers beds, tree trimming, fertilization etc. within the county/ city limits. Fuller's would mow and maintain 4285 acres on a regular basis. Fuller's provided ample staff & experience including 6 John deere tractors and batwings, zero turn mowers and all equipment to handle the 4285 acres. Fuller's also had 12 full time employees with 2 head supervisors to make sure the hwy's met the city expectations and requirements. Fuller's provided these services for 24 months. Fuller's has also maintained government facilities such as fire stations, public schools within the orange county district.

Fuller's Lawn Care & Pressure Washing, Inc has been performing commercial landscape services throughout Florida for over twenty-five years. In this time we have performed a wide variety of services related landscaping and lawn care and beyond-- from simple weekly maintenance of commercial properties to large-scale projects such as installing landscaping for new construction, highway mowing contracts for municipalities, tree trimming and removal, retaining wall construction, irrigation, etc...

We are centrally located in Volusia County where we have a shop and full time mechanics maintaining and repairing our equipment, as well as a stock room full of parts for maintaining our fleet and repairing common issues.

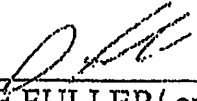
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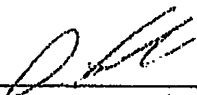
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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Fullers Lawn Care & Pressure Washing Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 Information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 2336119

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 2336119

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 2336119

Approved by:

| | |
|---|---------------------------|
| Employer Fullers Lawn Care & Pressure Washing Inc | |
| Name (Please Type or Print) Duane M Fuller | Title |
| Signature Electronically Signed | Date 12/07/2023 |
| Department of Homeland Security - Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 12/07/2023 |

Company ID Number: 2336119

| Information Required for the E-Verify Program | |
|--|--|
| Information relating to your Company: | |
| Company Name | Fullers Lawn Care & Pressure Washing Inc |
| Company Facility Address | 1038 Shadick Dr Orange City, FL 32763 |
| Company Alternate Address | |
| County or Parish | VOLUSIA |
| Employer Identification Number | 200428604 |
| North American Industry Classification Systems Code | 238 |
| Parent Company | |
| Number of Employees | 20 to 99 |
| Number of Sites Verified for | 1 site(s) |

Company ID Number: 2336119

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1

Company ID Number: 2336119

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Duane M Fuller
Phone Number 4077125674
Fax
Email fullerslawncare2@gmail.com

Name Dillian M Fuller
Phone Number 4075161888
Fax
Email fullerslawncare2@gmail.com

Company ID Number: 2336119

This list represents the first 20 Program Administrators listed for this company.

FULLER'S
LAWN CARE
and
PRESSURE WASHING

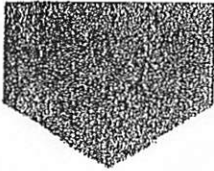
INTRODUCTION:

Fuller's Lawn Care & Pressure Washing is a corporation based out of Orange City, Florida. We serve all of Central Florida and beyond. Duane Fuller, the company's founder, has over twenty-five years in the landscaping industry servicing commercial properties. Fuller's Lawn Care & Pressure Washing has a simple philosophy: to provide exceptional lawn care service, communicate effectively and follow through with commitments.

"We shall have no better conditions in the future, if we are satisfied with all those we have today."

~Thomas Edison





The International Society of Arboriculture

Hereby Announces That

JOSE CORREIA

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollian
CEO & Executive Director

15 May 2010

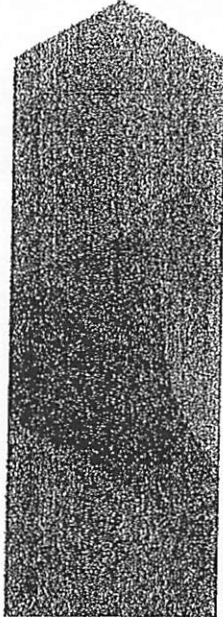
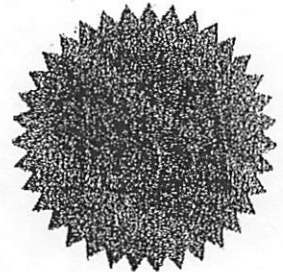
30 June 2025

FL-6199A

Issue Date

Expiration Date

Certification Number



State of



Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF5509

ROBERT SAMUEL WILKIE III

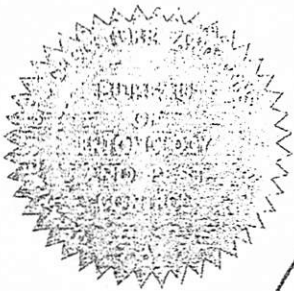
This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest and Rodent Control, Termite and Other WDO Control, Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on June 29, 2010

Michael J. [Signature]
Chief Bureau of Entomology and Pest Control



Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
June 16, 2023

File No.
JB3194

Expires
May 31, 2024

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: May 31, 2024 AT

107 N RIDGEWOOD AVE
EDGEWATER, FL 32132

WILKIE'S PEST CONTROL INC
107 N RIDGEWOOD AVE
EDGEWATER, FL 32132

General Household Pest and
Rodent Control
Lawn and Ornamental
Termite and Other WDO
Control



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

WILKIE'S PEST CONTROL INC
107 N RIDGEWOOD AVE
PEST CONTROL COMPANY FIRM

JB3194

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING May 31, 2024



COMMISSIONER

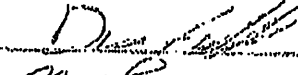
Signature

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DUANE MICHAEL FULLER
COMMERCIAL LANDSCAPE MAINT. HOLDER

LC246592

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 30, 2025


COMMISSIONER

Signature

Wallet Card - Fold Here

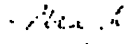
BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



Department of
 Banking and Finance
 Tallahassee, FL 32304
 904-438-3000

PROCESSED RECEIPT

| | | | |
|-------------------|---|-------------------|------------------------|
| Business Name: | PROFESSIONAL CONSULTING SERVICES, INC. | Business Type: | PROFESSIONAL SERVICE |
| Business Address: | 1038 SHADY OAK TALLAHASSEE, FL 32304 | Business Phone: | 904-438-3000 |
| Business Owner: | OSCAR PULLAR | Business Email: | OSCAR.PULLAR@PCSFL.COM |
| Business Number: | 1038 SHADY OAK | Business Fax: | 904-438-3000 |
| Invoice Date: | 09/30/2023 | Business Website: | PCSFL.COM |
| Expiration Date: | 09/30/2023 | Business Phone: | 904-438-3000 |


 Signature

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Fullers lawn care *Pressure Washing Inc*

2 Business name/disregarded entity name, if different from above

Fullers lawn care

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

~~1099 shareholder~~ P.O. Box 6317

6 City, state, and ZIP code

~~Orange FL 32763~~ Deltona, FL 32728

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type. See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|
| | | | - | | | | | |

or

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 2 | 0 | - | 0 | 4 | 2 | 8 | 6 | 0 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 11/20/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BID SOLICITATION

The Suwannee County Board of County Commissioners, Suwannee County, Florida will receive sealed bids at the Clerk of Court Cashier Window located at the Courthouse to the attention of Clerk to the Board, 200 South Ohio Avenue, Live Oak, FL 32064 until Friday, April 12, 2024, at 4:00 p.m. Bids will be publicly opened and read aloud at the Suwannee County Airport, Conference Room, 13302 80th Ter, Live Oak, FL 32060, Tuesday, April 16, 2024, at 10:00 a.m. for the following:

ROADSIDE LITTER PICKUP

The Suwannee County Board of County Commissioners is seeking bids from companies which can provide countywide roadside litter pickup services. Bids shall be submitted with pricing based on either a per acre or per mile basis. Suwannee County has 550 miles of paved road with varying widths of right-of-way ranging from as little as 10' on each side of the paved road to as much as 40' on each side. For the purposes of acreage, a good estimate is approximately 3,333 acres. The county makes approximately 3.5 mowing cycles each year. Bidders should assume that litter will need to be picked up ahead of the tractors with each cycle. The County would also like to have the service available on an as needed basis. Litter which has been collected will be disposed of at one of the County's 14 collection sites.

The Board of County Commissioners may accept all or part of any bid. Any bid received after April 12, 2024, at 4:00 p.m. will be retained at the Clerk of Court Office, unopened, and will not be considered. The Board of County Commissioners reserves the right to reject any and all bids, waive formalities and re-advertise and award the bid in the best interest of Suwannee County.

The Board of County Commissioners does not discriminate because of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

The Board of County Commissioners requires a Sworn Statement under section 287.133(3)(a), F.S., on Public Entity Crimes.

The Board of County Commissioners requires proof of insurance in the amount of one million dollars at a minimum.

The following condition will be a part of the contract as required by Suwannee County:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Suwannee County.

Bid information can be found online at www.demandstar.com or www.suwanneecountyfl.gov.

The deadline for questions regarding this matter is Friday, April 5th, 2024 @ 5:00 pm, and should be addressed to Holland Freeman, Administrative Associate, at 386-364-3400, hollandf@suwcountyfl.gov.

All bids must be submitted with one (1) original and three (3) copies in a sealed envelope marked as follows:

**BID NO. 2024-10 ROADSIDE LITTER PICKUP
ATTN: CLERK TO THE BOARD
200 SOUTH OHIO AVENUE
LIVE OAK, FL 32064**

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF COMMISSIONERS

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.



1. _____

2. _____

3. _____

4. _____

ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

